AI-25352 **6.B.**

2011 Museum Funding Agreement

CC REGULAR

Date:	02/22/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Annual Museum Funding Agreement between County of Hidalgo and Museum of South Texas History for year 2011 in the amount of $ 360,000.00

BACKGROUND

Acct. #1-1100-451-32-125-021-0-843 - $ 360,000.00 available

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-451-32-125-021-0-843

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

BUDGETARY IMPACT:

Amount available as of 2/18/11 $360,000.00.

Attachments

Link: museum

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2011 08:09 AM	APRV
2	Erika Zamora	Erika Zamora	02/18/2011 10:48 AM	APRV
3	Auditor's Office	Linda Fong	02/18/2011 03:14 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 03:48 PM	APRV

Form Started By: Monica Badillo Started On: 02/15/2011 04:40 PM

Final Approval Date: 02/18/2011

STATE OF TEXAS §
§
COUNTY OF TEXAS §

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this the 22nd day of February, 2011 but is made effective the 1st day of January, 2011, by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Museum of South Texas History, a Texas non-profit corporation hereinafter referred to as the "Museum".

W I T N E S S E T H:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Edinburg, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2011.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Three Hundred Sixty Thousand and 00/100ths Dollars ($360,000.00), payable in twelve (12) equal monthly installments, beginning January 1, 2011 and ending December 31, 2011.

4. **Term.** The period of this Agreement will be for one (1) year, commencing on January 1, 2011 and ending December 31, 2011.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **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 and 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.

9. **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.

10. **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 the County and Museum, and not otherwise.

11. **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.

12. **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: County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

If to Museum : Museum of South Texas History
Attention: Executive Director
121 E. McIntyre
Edinburg, Texas 78541

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.

13. **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.

14. **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.

15. **Assignment.** This Agreement shall not be assignable.

16. **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 or paragraph hereof.

17. **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.

18. **Authority to Execute.** The execution and performance of this Agreement by 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 the Museum and County in accordance with its terms.

19. **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.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

WITNESS THE HANDS OF THE PARTIES and effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Museum of South Texas History

By:_____

Brad Williams, Chairman, Board of Trustees

ATTEST:

Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

_____

By: Stephen L. Crain

AI-25305 **6.C.**

Certificate of Compliance - Jail Inspection

CC REGULAR

Date:	02/22/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Mrs. Chapa, County Judge's Office
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Recognition/Presentation of Certificate of Compliance on Jail Inspection conducted on January 26-28, 2011 by Texas Commission on Jail Standards

BACKGROUND

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/14/2011 10:35 AM	APRV
2	Auditor's Office	Linda Fong	02/17/2011 05:34 PM	APRV
3	Purchasing Department	Marty Salazar	02/18/2011 08:35 AM	APRV

Form Started By: Monica Badillo — Started On: 02/11/2011 04:26 PM

Final Approval Date: 02/18/2011

TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR
Adan Munoz, Jr.

P.O. Box 12985
Austin, Texas 78711
Voice: (512) 463-5505
Fax: (512) 463-3185
ite: http://www.tcjs.state.tx.us
: adan.munoz@tcjs.state.tx.us

RECEIVED
FEB 07 2011
COUNTY JUDGE

February 1, 2011

Sheriff Guadalupe Trevino Jr.
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78540

Dear Sheriff Trevino,

The Texas Commission on Jail Standards wishes to acknowledge the excellent work of the Hidalgo County Sheriff's Office with a Certificate of Compliance for the Hidalgo County Jail. The most recent inspection of your facility on January 26-28, 2011 by Texas Commission on Jail Standards Inspector George Johnson has demonstrated that your facility is in compliance with Texas Minimum Jail Standards.

Your jail facility is responsible and accountable for over 600 standards of responsibility under Texas minimum jail standards and the diligent work by your jail staff is highly recognized and acknowledged under your leadership with said Certificate of Compliance.

This certificate of compliance is a direct result of your department's commitment to excellence and further attests, signifies, and demonstrates your department's dedication and professionalism in maintaining a safe, secure, and sanitary facility.

Providing the necessary budgetary support for jail operations is tantamount to achieve compliance and so let me also congratulate the Hidalgo County Commissioners' Court for their vital support of jail operations.

The citizens of Hidalgo County should be proud of your combined efforts, as is the Texas Commission on Jail Standards.

Sincerely,

Adan Muñoz, Jr.
Executive Director

AM/sc

cc: Judge Ramon Garcia, Hidalgo County
George Johnson, Inspector

2-8-11
Judge
Balde —
for Agenda for
presentation
4

Judge Donna S. Klaeger, Burnet, Chair
Stanley D. Egger, Abilene, Vice Chair
Irene A. Armendariz, El Paso
Albert L. Black, Austin
Jerry W. Lowry, New Caney
Larry S. May, Sweetwater
Sheriff Gary Painter, Midland
Dr. Michael M. Seale, M.D., Houston
Sheriff Tam Terry, Panhandle

"The Commission on Jail Standards welcomes all suggestions and will promptly respond to all complaints directed against the agency or any facilities under its purview".

Texas Commission on Jail Standards

CERTIFICATE OF COMPLIANCE

This is to certify that the

HIDALGO COUNTY JAIL

Has Been Duly Inspected On

January 28 - 29, 2014

and Has Been Found That Date

To Be In Compliance With

The Standards of the Texas Commission on Jail Standards

Under Authority of
Government Code
Chapter 511

Adan Muñoz, Jr., Executive Director

AI-25429 **6.D.**

Discussion/action regarding census count

CC REGULAR

Date:	02/22/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Valde Guerra
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion and possible action regarding census count by U. S. Department of Commerce, Bureau of the Census

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2011 01:50 PM	APRV
2	Roland Garcia	Rolando Garcia	02/18/2011 01:56 PM	APRV
3	Auditor's Office	Linda Fong	02/18/2011 03:54 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 04:02 PM	APRV

Form Started By: Monica Badillo — Started On: 02/18/2011 01:20 PM

Final Approval Date: 02/18/2011

AI-25435 **6.E.**

Agenda process and timelines

CC REGULAR

Date:	02/22/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and action on Commissioners' Court Agenda Process and Timelines

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2011 02:37 PM	APRV
2	Auditor's Office	Linda Fong	02/18/2011 03:54 PM	APRV
3	Purchasing Department	Marty Salazar	02/18/2011 04:21 PM	APRV

Form Started By: Monica Badillo — Started On: 02/18/2011 02:33 PM

Final Approval Date: 02/18/2011

AI-25439 **6.F.**

National Day of Prayer - May 5, 2011

CC REGULAR

Date:	02/22/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Tony Espinoza/Adrian Esparza
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Request to use the courthouse open forum grounds of the courthouse for the National Day of Prayer Event to be held on May 5, 2011 from 8:00am - 8:00 pm

BACKGROUND

subject to approval from Sheriff's Department and TxDOT and City

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2011 03:23 PM	APRV
2	Auditor's Office	Linda Fong	02/18/2011 03:52 PM	APRV
3	Purchasing Department	Marty Salazar	02/18/2011 04:21 PM	APRV

Form Started By: Monica Badillo — Started On: 02/18/2011 02:57 PM

Final Approval Date: 02/18/2011

AI-25438 **6.G.**

Discussion regarding the Road Adm. Acct in Road & Bridge Fund
CC REGULAR

Date: 02/22/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Discussion regarding the Road Administration Account in the Road and Bridge Fund

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2011 02:54 PM	APRV
2	Auditor's Office	Linda Fong	02/18/2011 03:50 PM	APRV
3	Purchasing Department		02/18/2011 04:22 PM	PEND
Form Started By: Monica Badillo			Started On: 02/18/2011 02:47 PM	
Final Approval Date: 02/18/2011				

AI-25436 **6.H.**

Rental of Additional space at Mediplex Bldg.

CC REGULAR

Date:	02/22/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and action on the rental of additional space at the Mediplex Building under the current Lease/Purchase Agreement.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2011 02:53 PM	APRV
2	Auditor's Office	Linda Fong	02/18/2011 03:55 PM	APRV
3	Purchasing Department	Marty Salazar	02/18/2011 04:20 PM	APRV

Form Started By: Monica Badillo — Started On: 02/18/2011 02:36 PM

Final Approval Date: 02/18/2011

AI-25300 **7.A.**

FY2010 Chapter 59 Asset Forfeiture Report

CC REGULAR

Date:	02/22/2011
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 2
Department:	BUDGET & MANAGEMENT
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #2:
Approval to submit the FY 2010 Chapter 59 Asset Forfeiture Report, as required by the Office of the Attorney General.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

ITEM DOES NOT REQUIRE FUNDING. NO BUDGETARY IMPACT.

Attachments

Link: report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/14/2011 10:33 AM	APRV
2	Sylvia Solis	Sylvia Solis	02/17/2011 09:17 AM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 02:59 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 07:50 AM	APRV

Form Started By: Rosie Cantu — Started On: 02/11/2011 02:36 PM

Final Approval Date: 02/18/2011

FY 2010
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Constable Gilbert "Chato" Alaniz

Reporting Period: (local fiscal year) 01/01/10 – 12/31/10

Agency Mailing Address: 300 W. Hall Acres
Suite E.
Pharr, Tx. 78577

example: 01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc.

Phone Number: 956-784-3510

County: Hidalgo

Email Address:

This should be a permanent agency email address

HIDALGO COUNTY
BUDGET OFFICE
2011 FEB 11 AM 10 53

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

$ 0.00

B) Seizures During Reporting Period:
Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

1) Amount seized and retained in your agency's custody..... $ 0.00

2) Amount seized and transferred to the District Attorney pending forfeiture..... $ 0.00

C) Amount Returned to Defendants/Respondents (If seized funds are returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary)..... $ 0.00

D) Ending Balance .....
Instructions: Add lines A and B(1), subtract line C, put total in line D.

$ 0.00

II. FORFEITED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

$ 0.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period.....
Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

$ 0.00

C) Interest Earned on Forfeited Funds During Reporting Period .....
Instructions: Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.

$ 0.00

D) Proceeds Received by Your Agency From Sale of Forfeited Property.....
Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.

$ 0.00

E) Total Expenditures of Forfeited Funds During Reporting Period .....
Instructions: From Total on Section VI.

$ 0.00

F) Ending Balance.....
Instructions: Add lines A through D, subtract line E, place total in line F.

$ 0.00

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	0	0	0	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	0	0	0	0
5) Other Property - Description: _____	0	0	0	0
Other Property -Description: _____	0	0	0	0
Other Property -Description: _____	0	0	0	0

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount)	0.00
B)	Real Property (the number of separate parcels of property, not a currency amount)	0.00
C)	Computers (the number of computers, not a currency amount)	0.00
D)	Firearms (the number of firearms, not a currency amount)	0.00
E)	Other (the number of items, not a currency amount)	0.00

V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount)	0.00
B)	Real Property (the number of separate parcels of property, not a currency amount)	0.00
C)	Computers (the number of computers, not a currency amount)	0.00
D)	Firearms (the number of firearms, not a currency amount)	0.00
E)	Other (the number of items, not a currency amount)	0.00

VI. EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes -** not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)		Total Salaries Paid out of Chapter 59 Funds	$ 0.00
	1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	$ 0.00
	2.	Salary Budgeted Solely From Forfeited Funds	$ 0.00
	3.	Number of employees Paid Using Forfeiture Funds	0.00
B)		Total Overtime Paid out of Chapter 59 Funds	$ 0.00
	1.	For employees Budgeted by Governing Body	$ 0.00
	2.	For Employees Budgeted Solely out of Forfeiture Funds	$ 0.00
	3.	Number of employees Paid Using Forfeiture Funds	0.00
C)		Total Equipment Paid for with Chapter 59 Funds	$ 0.00
	1.	Vehicles	$ 0.00
	2.	Computers	$ 0.00
	3.	Firearms, Vests, Personal Equipment	$ 0.00

	4.	Furniture	$ 0.00
	5.	Software	$ 0.00
	6.	Maintenance Costs	$ 0.00
	7.	Uniforms	$ 0.00
	8.	K9 Related Costs	$ 0.00
	9.	Other (Provide Detail on Additional Sheet)	$ 0.00
D)		Total Supplies Paid Out of Chapter 59 Funds	$ 0.00
	1.	Office Supplies	$ 0.00
	2.	Cellular Air Time	$ 0.00
	3.	Internet	$ 0.00
	4.	Other (Provide Detail on Additional Sheet)	$ 0.00
E)		Total Travel Paid Out of Chapter 59 Funds	$ 0.00
	1.	In State Travel	
		a) Hotel	$ 0.00
		b) Air Fare	$ 0.00
		c) Meals (including per diem)	$ 0.00
		d) Car Rental	$ 0.00
	2.	Out of State Travel	
		a) Hotel	$ 0.00
		b) Air Fare	$ 0.00
		c) Meals (including per diem)	$ 0.00
		d) Car Rental	$ 0.00
	3.	Fuel	$ 0.00
	4.	Parking	$ 0.00
	5.	Other (Provide Detail on Additional Sheet)	$ 0.00
F)		Total Training Paid Out of Chapter 59 Funds	$ 0.00
	1.	Fees (Conferences, Seminars)	$ 0.00
	2.	Materials (Books, CDs, Videos, etc.)	$ 0.00
	3.	Other (Provide Detail on Additional Sheet)	$ 0.00
G)		Total Investigative Costs Paid Out of Chapter 59 Funds	$ 0.00
	1.	Informant Costs	$ 0.00
	2.	Buy Money	$ 0.00
	3.	Lab Expenses	$ 0.00
	4.	Other (Provide Detail on Additional Sheet)	$ 0.00

H)		Total Prevention / Treatment Programs/ Financial Assistance (pursuant to Articles 59.06 (h), (I), (j), (n))	$ 0.00
I)		Total Facility Costs Paid Out of Chapter 59 Funds	$ 0.00
	1.	Building Purchase	$ 0.00
	2.	Lease Payments	$ 0.00
	3.	Remodeling	$ 0.00
	4.	Maintenance Costs	$ 0.00
	5.	Utilities	$ 0.00
	6.	Other (Provide Detail on Additional Sheet)	$ 0.00
J)		Total Miscellaneous Fees Paid Out of Chapter 59 Funds	$ 0.00
	1.	Court Costs	$ 0.00
	2.	Filing Fees	$ 0.00
	3.	Insurance	$ 0.00
	4.	Witness Fees	$ 0.00
	5.	Audit Costs and Fees	$ 0.00
	6.	Other (Provide Detail on Additional Sheet)	$ 0.00
K)		Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report)	$ 0.00
L)		TOTAL EXPENDITURES	$ 0.00

NOTE: BOTH CERTIFICATIONS NEED TO BE COMPLETED, unless your agency is not governed by a Commissioner's Court or City Council. Then only the Agency Head Certification needs to be completed.

CERTIFICATION

COUNTY JUDGE or MAYOR
(Printed Name): _____

SIGNATURE: _____

DATE: _____

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

CERTIFICATION

AGENCY HEAD (Printed Name): Gilbert Chato ALANIZ

SIGNATURE: [signature]

DATE: 2-9-11

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this 9 day of February, 20 11.

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2013

[signature]
Notary Public in and for the State of Texas

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
FAX (512)494-8283
E-mail: kent.richardson@oag.state.tx.us

AI-25379 **7.B.**

FY 2010 Annual Asset Forfeiture Report
CC REGULAR

Date:	02/22/2011
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #3:
Approval to submit the FY 2010 Chapter 59 Asset Forfeiture Audit Report as required by the Office of the Attorney General of Texas.

BACKGROUND

The annual reports being submitted are prerequisites as per grant terms, state and federal guidelines. Reports are being submitted to the Texas Attorney General, U.S. Department of Justice, and the U.S. Department of Treasury, respecitively. The Hidalgo County Auditor's Office reviewed said reports.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

ITEM DOES NOT REQUIRE FUNDING.

Attachments

Link: asset forfeiture

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2011 03:07 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/16/2011 04:24 PM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 03:00 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 08:38 AM	APRV

Form Started By: Rachel Cavazos — Started On: 02/16/2011 01:32 PM

Final Approval Date: 02/18/2011

FY 2010
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: CONSTABLE LAZARO GALLARDO
HIDALGO COUNTY CONSTABLE 3

Reporting Period: (local fiscal year) 01-01-10 to 12-31-10

Agency Mailing Address: 730 N. BREYFOGLE RD. STE B
MISSION, TX 78574

example: 01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc.

Phone Number: 956-581-6800

County: HIDALGO

Email Address: CONSTABLEPCT3@SWBELL.NET

This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account. $0.00

B) Seizures During Reporting Period:
Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

1) Amount seized and retained in your agency's custody..... $0.00

2) Amount seized and transferred to the District Attorney pending forfeiture..... $0.00

C) Amount Returned to Defendants/Respondents..... $0.00

D) Ending Balance .....
Instructions: Add lines A, and B(1), subtract line C, put total in line D. $0.00

II. FORFEITED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency. $6,324.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period .....
Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. $10,000.00

C) Interest Earned on Forfeited Funds During Reporting Period .....
Instructions: Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. $17.00

D) Proceeds Received by Your Agency From Sale of Forfeited Property.....
Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. $0.00

E) Total Expenditures of Forfeited Funds During Reporting Period .....
Instructions: From Total on Section VI. $12,729.00

F) Ending Balance.....
Instructions: Add lines A through D, subtract line E, place total in line F. $3,612.00

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	0	0	0	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	0	0	0	0
5) Other Property - Description: _____	0	0	0	0
Other Property -Description: _____	0	0	0	0
Other Property -Description: _____	0	0	0	0

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount)..... 0

B)	Real Property (the number of separate parcels of property, not a currency amount)	0
C)	Computers (the number of computers, not a currency amount)	0
D)	Firearms (the number of firearms, not a currency amount)	0
E)	Other (the number of items, not a currency amount)	0

V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount)	0
B)	Real Property (the number of separate parcels of property, not a currency amount)	0
C)	Computers (the number of computers, not a currency amount)	0
D)	Firearms (the number of firearms, not a currency amount)	0
E)	Other (the number of items, not a currency amount)	0

VI. EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	Total Salaries Paid out of Chapter 59 Funds	$0.00
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	$0.00
2.	Salary Budgeted Solely From Forfeited Funds	$0.00
3.	Number of Employees Paid Using Forfeiture Funds	0
B)	Total Overtime Paid out of Chapter 59 Funds	$0.00
1.	For Employees Budgeted by Governing Body	$0.00
2.	For Employees Budgeted Solely out of Forfeiture Funds	$0.00
3.	Number of Employees Paid Using Forfeiture Funds	0
C)	Total Equipment Paid for with Chapter 59 Funds	$10,908.00
1.	Vehicles	$2,950.00
2.	Computers	$0.00
3.	Firearms, Vests, Personal Equipment	$6,055.00
4.	Furniture	$330.00
5.	Software	$0.00
6.	Maintenance Costs	$0.00
7.	Uniforms	$0.00

	8.	K9 Related Costs	$ 0.00
	9.	Other (Provide Detail on Additional Sheet)	$ 1,573.00
D)		Total Supplies Paid Out of Chapter 59 Funds	$ 1,821.00
	1.	Office Supplies	$ 0.00
	2.	Cellular Air Time	$ 1,821.00
	3.	Internet	$ 0.00
	4.	Other (Provide Detail on Additional Sheet)	$ 0.00
E)		Total Travel Paid Out of Chapter 59 Funds	$ 0.00
	1.	Total In State Travel	$ 0.00
		a) Lodging	$ 0.00
		b) Air Fare	$ 0.00
		c) Meals (including per diem)	$ 0.00
		d) Car Rental	$ 0.00
	2.	Total Out of State Travel	$ 0.00
		a) Lodging	$ 0.00
		b) Air Fare	$ 0.00
		c) Meals (including per diem)	$ 0.00
		d) Car Rental	$ 0.00
	3.	Fuel	$ 0.00
	4.	Parking	$ 0.00
	5.	Other (Provide Detail on Additional Sheet)	$ 0.00
F)		Total Training Paid Out of Chapter 59 Funds	$ 0.00
	1.	Fees (Conferences, Seminars)	$ 0.00
	2.	Materials (Books, CDs, Videos, etc.)	$ 0.00
	3.	Other (Provide Detail on Additional Sheet)	$ 0.00
G)		Total Investigative Costs Paid Out of Chapter 59 Funds	$ 0.00
	1.	Informant Costs	$ 0.00
	2.	Buy Money	$ 0.00
	3.	Lab Expenses	$ 0.00
	4.	Other (Provide Detail on Additional Sheet)	$ 0.00
H)	1.	Total Prevention / Treatment Programs(pursuant to Articles 59.06 (h), (I), (j))	$ 0.00
	2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o))	$ 0.00
I)		Total Facility Costs Paid Out of Chapter 59 Funds	$ 0.00

	1.	Building Purchase	$0.00
	2.	Lease Payments	$0.00
	3.	Remodeling	$0.00
	4.	Maintenance Costs	$0.00
	5.	Utilities	$0.00
	6.	Other (Provide Detail on Additional Sheet)	$0.00
J)		Total Miscellaneous Fees Paid Out of Chapter 59 Funds	$0.00
	1.	Court Costs	$0.00
	2.	Filing Fees	$0.00
	3.	Insurance	$0.00
	4.	Witness Fees	$0.00
	5.	Audit Costs and Fees	$0.00
	6.	Other (Provide Detail on Additional Sheet)	$0.00
K)		Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report)	$0.00
L)		TOTAL EXPENDITURES	$12,729.00

NOTE: If your Agency is governed by a Commissioner's Court or City Council BOTH CERTIFICATIONS NEED TO BE COMPLETED.

CERTIFICATION

COUNTY JUDGE, MAYOR or CITY MANAGER
(Printed Name): RAMON GARCIA, HIDALGO COUNTY JUDGE

SIGNATURE: _____

DATE: _____

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

_____
Notary Public in and for the State of Texas

CERTIFICATION

AGENCY HEAD (Printed Name): LAZARO GALLARDO, JR. CONSTABLE PRECINCT 3

SIGNATURE: Lazaro Gallardo Jr.

DATE: 2/14/11

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this 14 day of FEBRUARY, 2011.

Notary Public in and for the State of Texas

GUADALUPE RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-16-2014

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348

E-mail: kent.richardson@oag.state.tx.us

Form Date 03/03/10

FY 2010
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

ATTACHMENT A

SECTION C PART 9				
CHECK AMOUNT	VENDOR	CHECK NUMBER	CHECK DATE	INVOICE NUMBER
$ 355.00	VIDEO, SOUND, & LIGHTS, ENT.	200357591	10/26/2010	10-3414
$ 523.00	GRAFIX SHOPPE	200357325	10/19/2010	70728
$ 695.00	TEXAS TOPS	200359825	1/18/2011	4248
ITEM TOTAL				
$ 1,573.00				

AI-25400 **7.C.**

Const. Pct No. 4: Asset Forfeiture Report & Equitable Sharing Agreement and Certification Report

CC REGULAR

Date:	02/22/2011
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #4:
Approval to submit the the following:
1. FY 2010 Chapter 59 Asset Forfeiture Report as required by the Office of the Attorney General of Texas.
2. FY 2010 Equitable Sharing Agreement and Certification Report.

BACKGROUND

The annual reports are mandated by state and federal guidlines. Reports are being submitted to The Texas Attorney General, The U.S. Department of Justice, and The U.S. Department of Treasury. Reports have received certification from the auditor's office.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

ITEM DOES NOT REQUIRE FUNDING.

Attachments

Link: ch 59 report

Link: 2010 federal cert.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2011 02:10 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/18/2011 10:21 AM	APRV
3	Auditor's Office	Linda Fong	02/18/2011 03:57 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 04:02 PM	APRV

Form Started By: Joel Rivera Started On: 02/17/2011 09:58 AM

Final Approval Date: 02/18/2011

FY 2010
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Constable Precinct 4

Reporting Period: (local fiscal year) 01/01/10 to 12/31/10

Agency Mailing Address: 2814 S. business highway 281
Edinburg, TEXAS 78539

example: 01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc.

Phone Number: (956) 383-8560

County: Hidalgo

Email Address: joel.rivera@co.hidalgo.tx.us

This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance
Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account. $ 0.00

B) Seizures During Reporting Period:
Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

1) Amount seized and retained in your agency's custody $ 0.00

2) Amount seized and transferred to the District Attorney pending forfeiture $ 0.00

C) Amount Returned to Defendants/Respondents $ 0.00

D) Ending Balance
Instructions: Add lines A, and B(1), subtract line C, put total in line D. $ 0.00

II. FORFEITED FUNDS

A) Beginning Balance
Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency. $ 128.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period
Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. $ 0.00

C) Interest Earned on Forfeited Funds During Reporting Period .....
Instructions: Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. $ 0.00

D) Proceeds Received by Your Agency From Sale of Forfeited Property.....
Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. $ 2,441.00

E) Total Expenditures of Forfeited Funds During Reporting Period .....
Instructions: From Total on Section VI. $ 0.00

F) Ending Balance.....
Instructions: Add lines A through D, subtract line E, place total in line F. $ 2,569.00

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	2	1	1	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	0	0	0	0
5) Other Property -Description: Furniture - See Attachment A	22	22		
Other Property -Description:	0	0	0	0
Other Property -Description:	0	0	0	0

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount)..... 1

B)	Real Property (the number of separate parcels of property, not a currency amount)	Ø
C)	Computers (the number of computers, not a currency amount)	Ø
D)	Firearms (the number of firearms, not a currency amount)	Ø
E)	Other (the number of items, not a currency amount)	Ø

V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount)	Ø
B)	Real Property (the number of separate parcels of property, not a currency amount)	Ø
C)	Computers (the number of computers, not a currency amount)	Ø
D)	Firearms (the number of firearms, not a currency amount)	Ø
E)	Other (the number of items, not a currency amount)	Ø

VI. EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)		Total Salaries Paid out of Chapter 59 Funds	$ 0.00
	1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	$ 0.00
	2.	Salary Budgeted Solely From Forfeited Funds	$ 0.00
	3.	Number of Employees Paid Using Forfeiture Funds	Ø
B)		Total Overtime Paid out of Chapter 59 Funds	$ 0.00
	1.	For Employees Budgeted by Governing Body	$ 0.00
	2.	For Employees Budgeted Solely out of Forfeiture Funds	$ 0.00
	3.	Number of Employees Paid Using Forfeiture Funds	Ø
C)		Total Equipment Paid for with Chapter 59 Funds	$ 0.00
	1.	Vehicles	$ 0.00
	2.	Computers	$ 0.00
	3.	Firearms, Vests, Personal Equipment	$ 0.00
	4.	Furniture	$ 0.00
	5.	Software	$ 0.00
	6.	Maintenance Costs	$ 0.00
	7.	Uniforms	$ 0.00

	8.	K9 Related Costs	$ 0.00
	9.	Other (Provide Detail on Additional Sheet)	$ 0.00
D)		Total Supplies Paid Out of Chapter 59 Funds	$ 0.00
	1.	Office Supplies	$ 0.00
	2.	Cellular Air Time	$ 0.00
	3.	Internet	$ 0.00
	4.	Other (Provide Detail on Additional Sheet)	$ 0.00
E)		Total Travel Paid Out of Chapter 59 Funds	$ 0.00
	1.	Total In State Travel	$ 0.00
		a) Lodging	$ 0.00
		b) Air Fare	$ 0.00
		c) Meals (including per diem)	$ 0.00
		d) Car Rental	$ 0.00
	2.	Total Out of State Travel	$ 0.00
		a) Lodging	$ 0.00
		b) Air Fare	$ 0.00
		c) Meals (including per diem)	$ 0.00
		d) Car Rental	$ 0.00
	3.	Fuel	$ 0.00
	4.	Parking	$ 0.00
	5.	Other (Provide Detail on Additional Sheet)	$ 0.00
F)		Total Training Paid Out of Chapter 59 Funds	$ 0.00
	1.	Fees (Conferences, Seminars)	$ 0.00
	2.	Materials (Books, CDs, Videos, etc.)	$ 0.00
	3.	Other (Provide Detail on Additional Sheet)	$ 0.00
G)		Total Investigative Costs Paid Out of Chapter 59 Funds	$ 0.00
	1.	Informant Costs	$ 0.00
	2.	Buy Money	$ 0.00
	3.	Lab Expenses	$ 0.00
	4.	Other (Provide Detail on Additional Sheet)	$ 0.00
H)	1.	Total Prevention / Treatment Programs(pursuant to Articles 59.06 (h), (I), (j))	$ 0.00
	2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o))	$ 0.00
I)		Total Facility Costs Paid Out of Chapter 59 Funds	$ 0.00

	1.	Building Purchase	$ 0.00
	2.	Lease Payments	$ 0.00
	3.	Remodeling	$ 0.00
	4.	Maintenance Costs	$ 0.00
	5.	Utilities	$ 0.00
	6.	Other (Provide Detail on Additional Sheet)	$ 0.00
J)		Total Miscellaneous Fees Paid Out of Chapter 59 Funds	$ 0.00
	1.	Court Costs	$ 0.00
	2.	Filing Fees	$ 0.00
	3.	Insurance	$ 0.00
	4.	Witness Fees	$ 0.00
	5.	Audit Costs and Fees	$ 0.00
	6.	Other (Provide Detail on Additional Sheet)	$ 0.00
K)		Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report)	$ 0.00
L)		TOTAL EXPENDITURES	$ 0.00

NOTE: If your Agency is governed by a Commissioner's Court or City Council BOTH CERTIFICATIONS NEED TO BE COMPLETED.

CERTIFICATION

COUNTY JUDGE, MAYOR or CITY MANAGER (Printed Name): Ramon Garcia, Hidalgo County Judge

SIGNATURE: _____

DATE: _____

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

_____

Notary Public in and for the State of Texas

CERTIFICATION

AGENCY HEAD (Printed Name): Jose Eduardo Guerra, Constable Precinct 4

SIGNATURE:

DATE: 2/15/11

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this 15 day of Feb, 2011.

NOTARY PUBLIC STATE OF TEXAS
RAUL E. GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2014

Raul E. Garcia
Notary Public in and for the State of Texas

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348

E-mail: kent.richardson@oag.state.tx.us

ATTACHMENT A
INVENTORY OF PROPERTY UNDER CHAPTER 59
February 11, 2011

1-WOOD PICNIC TABLE 4'X 8'
1-WOOD PICNIC TABLE 4'X 8'
1-WOOD PICNIC TABLE 4'X 8'
1-WOOD PICNIC TABLE 4'X 8'
1-WOOD PICNIC TABLE 4'X 8'
1-WOOD PICNIC TABLE 4'X 8'
1-KIDS PICNIC TABLE
1-KIDS PICNIC TABLE
1-KIDS PICNIC TABLE
1-RUSTIC WOOD SWINGS
1-WOOD BENCH
1-WOOD SWING BENCH
1-WOOD SWING BENCH
1-WOOD SWING BENCH
1-WOOD SWING BENCH
1-WOOD TABLE BENCH COMBINATION
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1-KIDS SEE SAW

OMB Number 1123-0011
Expires 7-31-2011

Equitable Sharing Agreement and Certification

◯ **Police Department** ◯ **Sheriff's Office** ◯ **Task Force (Complete Table A, page2)**
◯ **Prosecutor's Office** ◉ **Other (specify)** CONSTABLE'S OFFICE

Agency Name: HIDALGO COUNTY CONSTABLE PRECINCT 4

NCIC/ORI/Tracking Number: T X 1 0 8 1 6 0 0

Street Address: 2814 S. BUSINESS HIGHWAY 281

City: EDINBURG **State:** TX **Zip:** 78539

Contact: Title: Chief Deputy First: JOEL Last: RIVERA

Contact: Phone: 956-383-8560 E-mail: joel.rivera@co.hidalgo.tx.us

☒ Same as Contact **Preparer:** First: JOEL Last: RIVERA

Preparer: Phone: 956-383-8560 E-mail: joel.rivera@co.hidalgo.tx.us

Last Fiscal Year End: 12/31/2010 **Agency Current Fiscal Year Budget:** $892,701.10

◯ **New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$0.00	$0.00
2	Federal Sharing Funds Received	$0.00	$0.00
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	$0.00	$0.00
5	Interest Income Accrued ~~Non-Interest Bearing~~ ◯ Interest Bearing ◯	$0.00	$0.00
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$0.00	$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	$0.00	$0.00
8	Ending Balance (difference between line 7 and line 6)	$0.00	$0.00

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the *Justice Guide*	$0.00	$0.00
b	~~Total spent on overtime~~	~~$0.00~~	~~$0.00~~
c	Total spent on informants, "buy money," and rewards	$0.00	$0.00
d	Total spent on travel and training	$0.00	$0.00
e	Total spent on communications and computers	$0.00	$0.00
f	Total spent on weapons and protective gear	$0.00	$0.00
g	Total spent on electronic surveillance equipment	$0.00	$0.00
h	Total spent on buildings and improvements	$0.00	$0.00
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	**Total**	$0.00	$0.00
o	Did your agency receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H, page 3.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◯	
Treasury ◯	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head
See ¶ 2 on page

Signature: _____

Name: J.E. "EDDIE" GUERRA

Title: CONSTABLE PRECINCT 4

Date: 02/11/2011

Governing Body Head
See ¶ 2 on page

Signature: _____

Name: RAMON GARCIA

Title: HIDALGO COUNTY JUDGE

Date: _____

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

joel.rivera@co.hidalgo.tx.us

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: E-mail the XML file to aca.submit@usdoj.gov
Step 4: Fax THIS *SIGNED* PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY
Entered by _____

Entered on _____

○ FY End: 12/31/2010

Date Printed: February 10, 2011 14:47

◉ NCIC: TX1081600 Agency: HIDALGO COUNTY CONSTABLE PRECINCT 4 Phone: 956-383-8560

○ State: TX Contact: JOEL RIVERA E-mail: joel.rivera@co.hidalgo.tx.us

AI-25348 **8.A.**

Proclamation - Engineers Week

CC REGULAR

Date:	02/22/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Proclamation recognizing February 20-26, 2011 as "National Engineers Week"

BACKGROUND

Fiscal Impact

Attachments

Link: RESOLUTION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2011 08:07 AM	APRV
2	Roland Garcia	Rolando Garcia	02/18/2011 01:49 PM	APRV
3	Auditor's Office	Linda Fong	02/18/2011 03:15 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 03:48 PM	APRV
Form Started By: Monica Badillo			Started On: 02/15/2011 04:24 PM	
Final Approval Date: 02/18/2011				

County of Hidalgo
State of Texas

PROCLAMATION

WHEREAS, engineers have used their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs and to enhance the quality of life for Texans every day; and

WHEREAS, the engineering profession in Texas is dedicated to ensuring a diverse and well-educated future engineering workforce by increasing understanding of and interest in engineering and technology careers among students; and

WHEREAS, Texas is home to thousands of engineers and Texans are urged to recognize the value of engineers in our daily lives as we depend more than ever on engineers to meet the challenges of the future; and

WHEREAS, the engineering profession in Texas has made significant contributions to health, safety, welfare and economic well-being of citizens of Texas and of the United States; and

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby declares the week of February 20 through 26, 2011 to be National Engineers Week.

Dated this 22nd day of February, 2011.

_____
RAMON GARCIA
County Judge

_____	_____
JOEL QUINTANILLA County Commissioner, Pct. 1	HECTOR "TITO" PALACIOS County Commissioner, Pct. 2
_____	_____
JOE M. FLORES County Commissioner, Pct.3	JOSEPH PALACIOS County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-25406 **8.B.**

Resolution

CC REGULAR

Date:	02/22/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of Resolution of Support for Restoring the Traditional and Recognized University Name to Texas A&I University.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Draft Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2011 03:37 PM	APRV
2	Roland Garcia	Rolando Garcia	02/18/2011 09:37 AM	APRV
3	Auditor's Office	Linda Fong	02/18/2011 03:17 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 03:50 PM	APRV

Form Started By: Erika Reyna — Started On: 02/17/2011 03:05 PM

Final Approval Date: 02/18/2011

RESOLUTION NO. _____

RESOLUTION OF SUPPORT FOR RESTORING THE TRADITIONAL AND RECOGNIZED UNVERSITY NAME TO TEXAS A&I UNIVERSITY

WHEREAS, Texas A&I University grew out of the teacher college movement that swept Texas and the nation in the early 1900's.; and

WHEREAS, the Texas A&I University is the oldest continuously operating public institution of higher learning in South Texas; and

WHEREAS, the University has a multicultural student body that includes students from 35 states and 43 foreign countries; and

WHEREAS, the University has nationally recognized programs in engineering, agriculture, wildlife, music and the sciences and is known for developing the nation's first doctoral degree in bilingual education; and

WHEREAS, the University legacy that began in 1925 and grew to become nationally known as Texas A&I set a higher standard for education and engineering that contributed to the establishment of two (2) four year universities in the Rio Grande Valley; and

WHEREAS, the University's name was abruptly and imprudently changed to Texas A&M-Kingsville by the Texas A&M System in 1993 despite prior A&M Board of Regents promises not to do so and over the opposition of the students, alumni, and other supporters of Texas A&I, and

WHEREAS, no benefit of legislative funding, enrollment, quality, alumni support, nor academic stature has accrued to the University since 1993 as a consequence of the abandonment of the name of Texas A&I,

NOW THEREFORE, we the Commissioners Court of Hidalgo County do hereby support restoring the name of Texas A&I University and urge all citizens of South Texas to support the Texas A&I Alumni Association in their quest to restore the traditional name to our University.

READ, CONSIDERED AND APPROVED on this the _____ day of _____, 2011.

AI-25398 **8.C.**

Texas Conference of Urban Counties

CC REGULAR

Date:	02/22/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

1. Discussion, consideration, and approval of 2011 Texas Conference of Urban Counties Annual Dues in the amount of $19,305.00 and with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.
2. Discussion, consideration, and approval of Urban Counties Policy Committee Nomination Resolution.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1100-413-30-125-004-0-810

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

BUDGETARY IMPACT:

available balance of $55,000.00 as of 2/17/11.

Attachments

Link: Invoice & Nomination Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2011 08:06 AM	APRV
2	Roland Garcia	Rolando Garcia	02/17/2011 01:37 PM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 05:35 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 08:40 AM	APRV

Form Started By: Erika Reyna — Started On: 02/16/2011 04:59 PM

Final Approval Date: 02/18/2011

TEXAS *Conference of*

Urban Counties

Invoice

Date	Invoice #
10/1/2010	5833

Bill To
Hidalgo County Honorable Rene Ramirez County Judge P.O. Box 1356 Edinburg, TX 78540

Texas Conference of Urban Counties

500 W. 13th. St.
Austin, TX 78701

EIN# 74-3019904

Description	Amount
Annual Dues for FY2011	19,305.00
	Total $19,305.00
	Balance Due $19,305.00

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	windy@cuc.org	http://www.cuc.org

Urban Counties Policy Committee Nomination Resolution

WHEREAS, The Texas Conference of Urban Counties was established in 1975 to represent the interests of the urban counties in Texas and is reliant on member participation to continue to be effective in impacting state policy decisions; and

WHEREAS, _____ County has found participation in the Urban Counties to be of great benefit to _____ County and to urban counties in general; and

WHEREAS, the Texas Conference of Urban Counties membership has recognized the value of including county commissioners courts in the nominating process for the Policy Committee; and

WHEREAS, _____ County wishes to ensure that the Urban Counties Policy Committee has members who have the full support of their respective commissioners courts; and

WHEREAS, _____ _____ has expressed an interest in serving on the Policy Committee to represent the interest of _____ County in the policy development process of the Texas Conference of Urban Counties;

NOW, THEREFORE be it resolved, that the Commissioners Court of _____ County hereby nominates _____ _____ to serve on the Policy Committee for the 2010-2011 term.

AI-24608 **9.A.**

Request for salary increases

CC REGULAR

Date:	02/22/2011
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	139th District Court
Department:	BUDGET & MANAGEMENT
Agenda Category:	District Courts

Information

CAPTION

139th District Court (1100):
1. Approval to adjust (increase) salaries for the following positions (effective next full pay period):

Slot No.	Position Title	Current Salary	Proposed Salary	Total Increase
002	Court Coordinator	$56,000.00	$58,510.00	$2,510.00
003	Bailiff/ Interpreter	$40,870.00	$43,380.00	$2,510.00
004	Assistant Court Coordinator	$53,500.00	$56,010.00	$2,510.00
			Total Increase	$7,530.00

2. Approval of 2011 intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-003-001-0-890

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

BUDGETARY IMPACT:

$10,085.85 available funds in object code 890 from 2011 budget as of 01/21/2011.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	01/21/2011 03:42 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 03:45 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/21/2011 04:44 PM	APRV
4	Auditor's Office	Linda Fong	02/18/2011 04:00 PM	APRV
5	Purchasing Department	Marty Salazar	02/18/2011 04:02 PM	APRV

Form Started By: Rosie Cantu Started On: 12/28/2010 03:11 PM

Final Approval Date: 02/18/2011

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Friday, January 21, 2011

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find ___1___ original set (s) of an H.R. related agenda item that requires H.R. review and **approval**. Please return original document with corresponding signature of approval.

AI: 24608

C.C. Date: 01/25/2011

Dept: 139TH DISTRICT COURT- SALARY INCREASES

Human Resources Dept:

Received By: _____

Title: _____

Date: _____ **Time:** _____

AI-24608 **11.A.**

Request for salary increases

CC REGULAR

Date: 01/25/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: 139th District Court
Department: BUDGET & MANAGEMENT
Agenda Category: District Courts

Information

CAPTION

139th District Court (1100):
1. Approval of the following salary increases, effective next full pay period 01/31/2011:

Slot No.	Position Title	Current Salary	Proposed Salary	Total Increase
002	Court Coordinator	$56,000.00	$58,510.00	$2,510.00
003	Bailiff/ Interpreter	$40,870.00	$43,380.00	$2,510.00
004	Assistant Court Coordinator	$53,500.00	$56,010.00	$2,510.00
			Total Increase	$7,530.00

2. Approval of 2011 intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-003-001-0-890
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$10,085.85 available funds in object code 890 from 2011 budget as of 01/21/2011.

Attachments

Link: revised salary schedule
Link: intradept transfer
Link: fiscal note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Rosie Cantu	12/28/2010 03:11 PM	CREATED
1	Rosalinda Cantu (Originator)			PEND
2	Budget & Management			
3	Auditor's Office			
4	Purchasing Department			

Form Started By: Rosie Cantu Started On: 12/28/2010 03:11 PM

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 139th District Court / 003

DATE: 12/22/2010

CURRENT POSITION TITLE: Court Coordinator

CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 56,000.00 (Current Budgeted Salary) $ 58,510.00 (Proposed Budgeted Salary) $ 2,510 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Bring Court Coordinator position to parity equivalent to other District Courts.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 139th District Court / 003 **DATE:** 12/22/2010

CURRENT POSITION TITLE: Court Coordinator **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 56,000.00 (Current Budgeted Salary) $ 58,510.00 (Proposed Budgeted Salary) $ 2,510 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DISTRICT COURT

Job Title: Court Coordinator **FLSA Status:** NON-Exempt

Dept. Code: 001-009 **Civil Service Status:** Exempt

SUMMARY:
Under general direction of District Court Judge in performing administrative duties such as directly supervising Assistant Court Coordinator, Court Reporter and Bailiff and interviews, hires and trains employees. Also, plans, assigns and directs work; appraises performance; rewards and disciplines employees and addresses complaints and resolves problems.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- May schedules court hearings and prepare court orders;
- May attend daily court hearings and takes notes on each case;
- May makes daily docket entries (from court hearings) on court files;
- May arranges for substitute court reporters;
- May answers a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May makes arrangements for Judge to attend seminars such as registration for seminar and hotel and airline reservations;
- May acts as liaison between Judge and counsel;
- May take dictation and prepares correspondance to counsel;
- May review files and makes sure case is set for a hearing, trial, etc. (makes sure case is moving along smoothly);
- May interview, hire, fire, and train employees with Judge's approval
- May plan, assign and direct work;
- May appraises performance and rewards and disciplines employees;
- May address employees' complaints and resolves problems;
- May be responsible for assisting the jury system, requesting juries, including excusing juror when they are assigned to court;
- May arrange for substitute court reporter and bailiffs as required;
- May maintain awareness of new developments in court administration, nationally and locally and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- May administer and maintain the department's budget;
- May work closely with the Sheriff's Department with regard to jail list status and/or requesting inmates;
- May perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, transcribing, shorthand, typing, scheduling meetings, in-office filing, etc.);

- May keep the Judge's personal calendar up to date;
- May perform administrative work with regard to seminars for Judge and/or any other staff member and complying with deadlines;
- May supervise the purchasing requisition forms, authorize purchases, review time sheets, and keep personnel files of employees up to date;
- May answer a variety of questions from the public. Assists them directly when possible and/or refers them to another office, if appropriate;
- May supervise the inventory of supplies and equipment for the court;
- May schedule meetings with and for the Judge and any other task assigned by the Judge;
- When requested, may perform various tasks (Research-case law, Rules, assists with speeches for certain topics, etc.)
- Regular attendance
- Get along with co-workers

SUPERVISORY RESPONSIBILITIES:
Directly supervises Assistant Court Coordinator, Court Reporter and Bailiff. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED
- Three (3) years of administrative experience in the criminal justice or the legal system.
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- None

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned office equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 139th District Court / 003 DATE: 12/22/2010

CURRENT POSITION TITLE: Bailiff/Interpreter CURRENT SLOT. #: 0003

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 40,870.00 (Current Budgeted Salary) $ 43,380.00 (Proposed Budgeted Salary) $ 2,510 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☑
Non-Exempt	☐	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Bring Bailiff position to parity equivalent to other District Courts.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 139th District Court / 003 **DATE:** 12/22/2010

CURRENT POSITION TITLE: Bailiff/Interpreter **CURRENT SLOT. #:** 0003

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 40,870.00 (Current Budgeted Salary) $ 43,360.00 (Proposed Budgeted Salary) $ 2,510 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☑
Non-Exempt	☐	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DISTRICT COURT

Job Title: Bailiff - Interpreter **FLSA Status:** NON Exempt

Dept. Code: 001- 009 **Civil Service Status:** Exempt

SUMMARY:
The Bailiff is in charge of courtroom security and procedures, overseeing the maintenance of juries and witnesses, assisting judge, coordinator and District Clerk's office with courtroom clerical duties and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides for the protection of the Judge during working hours. Ensures judge's safety against violent defendants and disgruntled spectators.
- Escorts persons found in contempt of court from the courtroom and holds them in custody until picked up by a deputy sheriff;
- May transport prisoners to and from courtroom;
- May perform security watch of prisoner(s) within the courtroom;
- Maintains order in the courtroom;
- May supply copies of jury lists and other resources to Judge and counsel;
- Instructs spectators, prospective jurors and jurors regarding their conduct in the courtroom;
- Escorts jurors to and from jury box and insures that all parties and counsel involved in a case are present before the proceedings begin;
- Meets with other bailiffs periodically regarding courthouse safety and security
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail;
- Assures that the courtroom is open and prepared for court sessions;
- Calls cases to be tried and calls witnesses to the stand;
- Acts as an escort to juries in deliberation and stands watch outside jury room during deliberation;
- Provides jurors with certificate of service.
- May pull court files for morning docket call and files away files after morning docket;
- May assist judge with docket entries in court files;
- May assist court coordinator by noting future hearings set during morning docket call;
- May supply copies of jury lists and other resources to the judge;

- May assist District Clerk's office by signing up defendants for plea bargains, stamp filing court documents and certifies court orders;
- May complete and review various court-related forms, assuring that the documents are complete, i.e., dates filled in, all necessary signatures obtained in appropriate places, etc.
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail
- The bailiff acts as the court's official translator;
- The bailiff interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:
- High school diploma or general education degree (GED);
- At least 21 years of age with at least two (2) years experience in a courtroom, a court's clerk's office, or a law enforcement agency; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities
- Must have good computer skills
- Must be Bilingual (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- May be required to be TCLEOSE certified.
- May be required to be bondable.

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is

occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; stoop, kneel, and crouch.

The employee must occasionally lift and/or move over 50 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
- Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:
- sitting for extended periods of time
- operating assigned office equipment

Maintain mental capacity, which permits:
- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 139th District Court / 003 **DATE:** 12/22/2010

CURRENT POSITION TITLE: Assistant Court Coordinator **CURRENT SLOT. #:** 0004

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 53,500.00 (Current Budgeted Salary) $ 56,010.00 (Proposed Budgeted Salary) $ 2,510 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Bring Assistant Court Coordinator position to parity with other District Courts.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 139th District Court / 003 **DATE:** 12/22/2010

CURRENT POSITION TITLE: Assistant Court Coordinator **CURRENT SLOT. #:** 0004

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 53,500.00 (Current Budgeted Salary) $ 56,010.00 (Proposed Budgeted Salary) $ 2,510 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DISTRICT COURT

Job Title: Assistant Court Coordinator **FLSA Status: Non- Exempt**

Dept. Code: 003 **Civil Service Status: Exempt**

SUMMARY:
Under general direction of District Court/ County Court At Law Judge and Court Coordinator in performing duties such as answering telephone, preparing and maintaining the department budget, ordering supplies and preparing purchase requisitions, and preparing time sheets for each employee within the department and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Primary employee to answer telephone calls and assist individuals and/or redirect call to appropriate department, if necessary;
- Clerical work, (i.e., answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filing, etc.);
- May assist Court Coordinator in scheduling court hearings;
- May assist Court Coordinator in making daily docket entries (from court hearings) on court files;
- May assist with the use of the respective jury room;
- May answer a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May prepare, maintains and administers the department budget;
- May order necessary equipment and supplies for the department, including preparing purchase requisitions;
- May maintain and prepares time sheets;
- May maintain inventory of equipment and supplies in department;
- May maintain filing within the department;
- Knowledge of automated court system;
- May act as back-up for Bailiff in obtaining files for daily docket;
- Acts as the court's official translator;
- Interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the

knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:

- High School diploma or GED
- One year administration experience in the legal system
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time

- operating assigned office equipment

Maintain mental capacity, which permits:
- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 25, 2011

Agenda Item: 24608

Summary of request/proposal:
139TH DC (1100):
Approval of the following salary increases effective 01/31/2011.

Fund	Position	Slot#	Obj	G	S	Current Budgeted Salary/ Allowance	Requested Budgeted Salary/ Allowance	Total Adjustment Requested
1100	COURT COORDINATOR	002	113	-	-	56,000.00	58,510.00	2,510.00
1100	BAILIFF/INTERP	003	113	-	-	40,870.00	43,380.00	2,510.00
1100	ASST CRT COOR	004	113	-	-	53,500.00	56,010.00	2,510.00
					TOTAL	150,370.00	157,900.00	7,530.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-412-00-003-001-0-	113	139TH DC-	REG F/T EMPLOYEES	$6,950.77
1-1100-412-00-003-001-0-	211	139TH DC-	HEALTH INSURANCE	$0.00
1-1100-412-00-003-001-0-	212	139TH DC-	LIFE INSURANCE	$0.00
1-1100-412-00-003-001-0-	220	139TH DC-	FICA	$531.73
1-1100-412-00-003-001-0-	230	139TH DC-	RETIREMENT	$667.27
1-1100-412-00-003-001-0-	250	139TH DC-	UNEMPLOYMENT COMP	$34.75
1-1100-412-00-003-001-0-	260	139TH DC-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$8,184.52

2012 Budgetary Impact: $8,866.58

Possible Funding Sources: WITHIN DEPT BUDGET. INTRADEPT TRANSFER. OBJ CODE 890

Budget Office Recommendation:

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: January 25, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 139TH DC

ACCOUNT NUMBER: 1-1100-412-00-003-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
890	OTHER	113	REG F/T EMPLOYEES	$ 6,950.77
890	OTHER	220	FICA	$ 531.73
890	OTHER	230	RETIREMENT	$ 667.27
890	OTHER	250	UNEMPLOYMENT	$ 34.75
			TOTAL	$ 8,184.52

REASON: Transfer to fund salary increases for Court Coordinator position slot #002, Bailiff/ Interpreter position, slot #003, and Assistant Court Coordinator position, slot #004. Increases pending CC approval. REF: 24608

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

Form DBM-201

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-412-00-003-001-0-

AI - 24608

139TH DC

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	113	COURT REPORTER	$79,040.00	$0.00	$79,040.00	0	$0.00	$0.00	$79,040.00	$79,040.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$80,120.00
2	113	COURT COORDINATOR	$56,000.00	$0.00	$56,000.00	0	$0.00	$2,510.00 ~~$0.00~~	$58,510.00 ~~$56,000.00~~	$56,000.00	$840.00	$0.00	$0.00	$0.00	$0.00	$56,840.00
3	113	BAILIFF/INTERP	$40,870.00	$0.00	$40,870.00	0	$0.00	$2,510.00 ~~$0.00~~	$43,380.00 ~~$40,870.00~~	$40,870.00	$1,080.00	$6,000.00	$0.00	$0.00	$0.00	$47,950.00
4	113	ASST CRT COOR	$53,500.00	$0.00	$53,500.00	0	$0.00	$2,510.00 ~~$0.00~~	$56,010.00 ~~$53,500.00~~	$53,500.00	$420.00	$0.00	$0.00	$0.00	$0.00	$53,920.00
5	111	DISTRICT JUDGE	$15,000.00	$0.00	$15,000.00	0	$0.00	$0.00	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$25,373.00
		TOTAL	$244,410.00	$0.00	$244,410.00		$0.00	$7,530.00	$251,940.00	$244,410.00						$0.00

Approval of salary increases, effective next full pay period, 01/31/11. Personnel Action pending CC approval.

AI-24976 **9.B.**

Salary Adjustment

CC REGULAR

Date:	02/22/2011
Submitted By:	Esther Contreras, 370TH DISTRICT COURT
Submitted For:	Noe Gonzalez, Judge Presiding
Department:	370TH DISTRICT COURT

Agenda Category: District Courts **Sub-category:** District Courts

Information

CAPTION

370th District Court (1100):
1. Approval to adjust (increase) salaries for the following positions (effective next full pay period):

Slot #	Postion Title	2010 Budgeted Salary	2011 Budgeted Salary	Salary Increase
0002	Court Coordinator	$58,810.00	$60,100.00	$1,290.00
0003	Asst. Coordinator	$56,730.00	$58,220.00	$1,490.00
0004	Bailiff/Interp.	$43,990.00	$46,520.00	$2,530.00
			Total Increase	$5,310.00

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: Line Item Transfer -1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/24/2011 11:21 AM	APRV
2	Rosalinda Cantu		02/18/2011 04:25 PM	PEND

Form Started By: Esther Contreras Started On: 01/24/2011 09:32 AM

Final Approval Date: 02/18/2011

DATE: January 24, 2011

DEPARTMENT HEAD: NOE GONZALEZ

DEPARTMENT NAME: 370TH DISTRICT COURT

ACCOUNT NUMBER: 1-1100-412-00-007-001-0-

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	113	Permanent Full - Time Employees	$6,685.00
890	OTHER	220	Social Security Contributions (FICA)	$511.40
890	OTHER	230	Retirement Contributions	$641.76
890	OTHER	250	Unemployment Compensation	$33.43
			TOTAL	7,871.59

REASON: Salary Increases

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-24868 **10.A.**

Request for Salary Adjustments- CCL# 5
CC REGULAR

Date: 02/22/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: County Court At Law No. 5
Department: BUDGET & MANAGEMENT
Agenda Category: County Court at Laws

Information

CAPTION

County Court At Law No. 5 (1100):
1. Approval to adjust (increase) salaries for the following positions (effective next full pay period):

Slot No.	Position Title	Current Salary	Proposed Salary	Total Increase
0004	Court Coordinator	$60,469.00	$62,969.00	$2,500.00
0005	Assistant Court Coordinator	$43,659.00	$46,159.00	$2,500.00
0006	Bailiff	$40,077.00	$45,077.00	$5,000.00
			TOTAL	$10,000.00

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-025-001-0-890
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
$15,503.71 available balance as of 02/18/2011.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	01/21/2011 03:43 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 03:46 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/18/2011 03:36 PM	APRV
4	Auditor's Office	Linda Fong	02/18/2011 04:03 PM	APRV
5	Purchasing Department	Marty Salazar	02/18/2011 04:20 PM	APRV

Form Started By: Rosie Cantu Started On: 01/14/2011 03:37 PM

Final Approval Date: 02/18/2011

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Friday, January 21, 2011

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 24868

C.C. Date: 01/25/2011

Dept: County Court at Law No. 5- SALARY INCREASES

Human Resources Dept:

Received By: _____

Title: _____

Date: _____ **Time:** _____

AI-24868 **12.A.**

Request for Salary Adjustments- CCL# 5
CC REGULAR

Date: 01/25/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: County Court At Law No. 5
Department: BUDGET & MANAGEMENT
Agenda Category: County Court at Laws

Information

CAPTION
County Court At Law No. 5 (1100):
1. Approval of the following salary increases, effective next full pay period, 01/31/11:

Slot No.	Position Title	Current Salary	Proposed Salary	Total Increase
0004	Court Coordinator	$60,469.00	$62,969.00	$2,500.00
0005	Assistant Court Coordinator	$43,659.00	$46,159.00	$2,500.00
0006	Bailiff	$40,077.00	$45,077.00	$5,000.00
			TOTAL	$10,000.00

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-025-001-0-890
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$23,231.00 available balance as of 01/21/2011.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Rosie Cantu	01/14/2011 03:37 PM	CREATED
1	Rosalinda Cantu (Originator)			PEND
2	Budget & Management			
3	Auditor's Office			
4	Purchasing Department			

Form Started By: Rosie Cantu Started On: 01/14/2011 03:37 PM

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo Co. Court #5 **DATE:** 5/JAN/2011

CURRENT POSITION TITLE: COURT COORDINATOR **CURRENT SLOT. #:** 004

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 60,469.00 (Current Budgeted Salary) $ 62,969.00/yr (Proposed Budgeted Salary) $ [redacted] 2500.00/yr (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other Budget object # 890

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

HIDALGO COUNTY BUDGET OFFICE PM 3 JAN 5 2011

CIVIL SERVICE:		FLSA:	
Exempt	☑ PC	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑ PC
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

SALARY ADJUSTMENT

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

HIDALGO COUNTY BUDGET OFFICE 5 JAN 12 PM

1.	DEPARTMENT HEAD	5/JAN/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DISTRICT COURT

Job Title: Court Coordinator **FLSA Status:** ~~Exempt~~ NON-Exempt

Dept. Code: 025 **Civil Service Status:** Exempt

SUMMARY:
Under general direction of District Court Judge in performing administrative duties such as directly supervising Assistant Court Coordinator, Court Reporter and Bailiff and interviews, hires and trains employees. Also, plans, assigns and directs work; appraises performance; rewards and disciplines employees and addresses complaints and resolves problems.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- May schedules court hearings and prepare court orders;
- May attend daily court hearings and takes notes on each case;
- May makes daily docket entries (from court hearings) on court files;
- May arranges for substitute court reporters;
- May answers a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May makes arrangements for Judge to attend seminars such as registration for seminar and hotel and airline reservations;
- May acts as liaison between Judge and counsel;
- May take dictation and prepares correspondance to counsel;
- May review files and makes sure case is set for a hearing, trial, etc. (makes sure case is moving along smoothly);
- May interview, hire, fire, and train employees with Judge's approval
- May plan, assign and direct work;
- May appraises performance and rewards and disciplines employees;
- May address employees' complaints and resolves problems;
- May be responsible for assisting the jury system, requesting juries, including excusing juror when they are assigned to court;
- May arrange for substitute court reporter and bailiffs as required;
- May maintain awareness of new developments in court administration, nationally and locally and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- May administer and maintain the department's budget;
- May work closely with the Sheriff's Department with regard to jail list status and/or requesting inmates;
- May perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, transcribing, shorthand, typing, scheduling meetings, in-office filing, etc.);

- May keep the Judge's personal calendar up to date;
- May perform administrative work with regard to seminars for Judge and/or any other staff member and complying with deadlines;
- May supervise the purchasing requisition forms, authorize purchases, review time sheets, and keep personnel files of employees up to date;
- May answer a variety of questions from the public. Assists them directly when possible and/or refers them to another office, if appropriate;
- May supervise the inventory of supplies and equipment for the court;
- May schedule meetings with and for the Judge and any other task assigned by the Judge;
- When requested, may perform various tasks (Research-case law, Rules, assists with speeches for certain topics, etc.)
- Regular attendance
- Get along with co-workers

SUPERVISORY RESPONSIBILITIES:
Directly supervises Assistant Court Coordinator, Court Reporter and Bailiff. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED
- Three (3) years of administrative experience in the criminal justice or the legal system.
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- None

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned office equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo Co. Court #5 **DATE:** 5/JAN/2011

CURRENT POSITION TITLE: Asst Court Coordinator **CURRENT SLOT. #:** 005

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 43659.00 (Current Budgeted Salary) $ 46,159.00 (Proposed Budgeted Salary) $ 2500.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other Budget object # 890

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑ JC	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑ JC
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

SALARY ADJUSTMENT

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5/JAN/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DISTRICT COURT

Job Title: Assistant Court Coordinator **FLSA Status: Non- Exempt**

Dept. Code: 025 **Civil Service Status: Exempt**

SUMMARY:
Under general direction of District Court/ County Court At Law Judge and Court Coordinator in performing duties such as answering telephone, preparing and maintaining the department budget, ordering supplies and preparing purchase requisitions, and preparing time sheets for each employee within the department and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Primary employee to answer telephone calls and assist individuals and/or redirect call to appropriate department, if necessary;
- Clerical work, (i.e., answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filing, etc.);
- May assist Court Coordinator in scheduling court hearings;
- May assist Court Coordinator in making daily docket entries (from court hearings) on court files;
- May assist with the use of the respective jury room;
- May answer a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May prepare, maintains and administers the department budget;
- May order necessary equipment and supplies for the department, including preparing purchase requisitions;
- May maintain and prepares time sheets;
- May maintain inventory of equipment and supplies in department;
- May maintain filing within the department;
- Knowledge of automated court system;
- May act as back-up for Bailiff in obtaining files for daily docket;
- Acts as the court's official translator;
- Interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the

knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:

- High School diploma or GED
- One year administration experience in the legal system
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time

- operating assigned office equipment

Maintain mental capacity, which permits:
- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo Co. Court #5 **DATE:** 5/JAN/2011

CURRENT POSITION TITLE: Bailiff **CURRENT SLOT. #:** 006

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 40,077.00 (Current Budgeted Salary) $ 45,077.00 xx (Proposed Budgeted Salary) $ 5000.00 xx (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other Budget object # 890

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

HIDALGO COUNTY BUDGET OFFICE 5 JAN 2011 PM

CIVIL SERVICE:		FLSA:	
Exempt	☑ PC	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑ PC
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

SALARY ADJUSTMENT

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

HIDALGO COUNTY BUDGET OFFICE JAN 5 PM 3:12

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5/JAN/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DISTRICT COURT

Job Title: **Bailiff** **FLSA Status: Non-Exempt**

Dept. Code: 025 **Civil Service Status: Exempt**

SUMMARY:
The Bailiff is in charge of courtroom security and procedures, overseeing the maintenance of juries and witnesses, assisting judge, coordinator and District Clerk's office with courtroom clerical duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides for the protection of the Judge during working hours. Ensures judge's safety against violent defendants and disgruntled spectators.
- Escorts persons found in contempt of court from the courtroom and holds them in custody until picked up by a deputy sheriff;
- May transport prisoners to and from courtroom;
- May perform security watch of prisoner(s) within the courtroom;
- Maintains order in the courtroom;
- May supply copies of jury lists and other resources to Judge and counsel;
- Instructs spectators, prospective jurors and jurors regarding their conduct in the courtroom;
- Escorts jurors to and from jury box and insures that all parties and counsel involved in a case are present before the proceedings begin;
- Meets with other bailiffs periodically regarding courthouse safety and security
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail;
- Assures that the courtroom is open and prepared for court sessions;
- Calls cases to be tried and calls witnesses to the stand;
- Acts as an escort to juries in deliberation and stands watch outside jury room during deliberation;
- Provides jurors with certificate of service.
- May pull court files for morning docket call and files away files after morning docket;
- May assist judge with docket entries in court files;
- May assist court coordinator by noting future hearings set during morning docket call;
- May supply copies of jury lists and other resources to the judge;
- May assist District Clerk's office by signing up defendants for plea bargains, stamp filing court documents and certifies court orders;

- May complete and review various court-related forms, assuring that the documents are complete, i.e., dates filled in, all necessary signatures obtained in appropriate places, etc.
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:
- High school diploma or general education degree (GED);
- At least 21 years of age with at least two (2) years experience in a courtroom, a court's clerk's office, or a law enforcement agency; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities
- Must have good computer skills
- Must be Bilingual (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- May be required to be TCLEOSE certified.
- May be required to be bondable.

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; stoop, kneel, and crouch.

The employee must occasionally lift and/or move over 50 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

- Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:
- sitting for extended periods of time
- operating assigned office equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 25, 2011

Agenda Item: 24868

Summary of request/proposal:
CCL No. 5 (1100):
Approval of the following salary increases, effective next full pay period, 01/31/11:

Fund	Position	Slot#	Obj	G	S	Current Budgeted Salary/ Allowance	Requested Budgeted Salary/ Allowance	Total Adjustment Requested
1100	COURT COORDINATOR	004	113	-	-	60,469.00	62,969.00	2,500.00
1100	ASST CRT COOR	005	113	-	-	43,659.00	46,159.00	2,500.00
1100	BAILIFF	006	113	-	-	40,077.00	45,077.00	5,000.00
					TOTAL	144,205.00	154,205.00	10,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-412-00-025-001-0-	113	CCL#5-	REG F/T EMPLOYEES	$9,230.77
1-1100-412-00-025-001-0-	211	CCL#5-	HEALTH INSURANCE	$0.00
1-1100-412-00-025-001-0-	212	CCL#5-	LIFE INSURANCE	$0.00
1-1100-412-00-025-001-0-	220	CCL#5-	FICA	$706.15
1-1100-412-00-025-001-0-	230	CCL#5-	RETIREMENT	$886.15
1-1100-412-00-025-001-0-	250	CCL#5-	UNEMPLOYMENT COMP	$46.15
1-1100-412-00-025-001-0-	260	CCL#5-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$10,869.22

2012 Budgetary Impact: $11,775.00

Possible Funding Sources: WITHIN DEPT BUDGET. INTRADEPT TRANSFER. OBJ CODE 890

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: January 25, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for CCL No. 5

ACCOUNT NUMBER: 1-1100-412-00-025-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
890	OTHER	113	REG F/T EMPLOYEES	$ 9,230.77
890	OTHER	220	FICA	$ 706.15
890	OTHER	230	RETIREMENT	$ 886.15
890	OTHER	250	UNEMPLOYMENT	$ 46.15
			TOTAL	$ 10,869.22

REASON: Transfer to fund salary increases for Court Coordinator position slot #004, and Assistant Court Coordinator position, slot #005 and Bailiff/ Interpreter position, slot #006. Increases pending CC approval.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1- 1100-412-00-025-001-0

AI - 24868

CCL#5

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	JUDGE COURT-AT-LAW	$142,915.00	$0.00	$142,915.00	0	$0.00	$0.00	$142,915.00	$142,915.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$150,915.00
0002	113	COURT REPORTER	$67,305.00	$0.00	$67,305.00	0	$0.00	$0.00	$67,305.00	$67,305.00	$0.00	$0.00	$0.00	$0.00	$0.00	$67,305.00
0004	113	COURT COORDINATOR	$60,469.00	$0.00	$60,469.00	0	$0.00	$2,500.00 $0.00	$62,969.00 $60,469.00	$60,469.00	$600.00	$0.00	$0.00	$0.00	$0.00	$61,069.00
0005	113	ASSISTANT COURT COORDINATOR	$43,659.00	$0.00	$43,659.00	0	$0.00	$2,500.00 $0.00	$46,159.00 $43,659.00	$43,659.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,659.00
0006	113	BAILIFF	$40,077.00	$0.00	$40,077.00	0	$0.00	$5,000.00 $0.00	$45,077.00 $40,077.00	$40,077.00	$420.00	$3,300.00	$0.00	$0.00	$0.00	$43,797.00
		TOTAL	$354,425.00	$0.00	$354,425.00		$0.00	$10,000.00	$364,425.00	$354,425.00	$1,020.00	$3,300.00	$0.00	$8,000.00	$0.00	$366,745.00

Approval of salary increases, effective next full pay period, 01/31/11. Personnel Action pending CC approval.

ARNOLDO CANTU, JR.
JUDGE, COUNTY COURT AT LAW NO. 5
HIDALGO COUNTY COURTHOUSE
100 N. Closner
Edinburg, Texas 78539
(956) 318-2460

JoAnna G. Guerra
COURT COORDINATOR
Norma Perez
ASST. COURT COORDINATOR
Gay Richey
OFFICIAL COURT REPORTER
Albert Delgado
OFFICIAL BAILIFF / INTERPRETER

Memo

To: Rosalinda Cantu, Budget Office
Date: January 5, 2011
From: JoAnna G. Guerra, Court Coordinator, CC#5
Subject: Salary Adjustments for Staff to be placed on the Agenda-January 11, 2011

Ms. Cantu;

This is to follow up our conversation from earlier today, wherein I asked if you could assist me in placing 1 item on the agenda for, January 11, 2011 County Commissioners Meeting.

Attached herein are the personal adjustment request forms as needed to supplement item on the agenda.

Your assistance in this matter is greatly appreciated. If you have any questions please do not hesitate to call me at ext. 6551.

HIDALGO COUNTY BUDGET OFFICE 12 JAN 5 11:

Sincerely,

JoAnna G. Guerra

JoAnna G. Guerra

Enclosures Attached

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
1-1100-412-00-025-001-0-111	CCL#5-OFFICIALS	142,915.00	.00	5,954.79	5,954.79	136,960.21	4.17
1-1100-412-00-025-001-0-113	CCL#5-REG F/T EMPLOYEES	211,510.00	.00	8,134.99	8,134.99	203,375.01	3.85
1-1100-412-00-025-001-0-115	CCL#5-LONGEVITY PAY	1,020.00	.00	42.50	42.50	977.50	4.17
1-1100-412-00-025-001-0-116	CCL#5-INTERPRETER PAY	3,300.00	.00	126.92	126.92	3,173.08	3.85
1-1100-412-00-025-001-0-118	CCL#5-AUTO ALLOWANCE	8,000.00	.00	333.33	333.33	7,666.67	4.17
1-1100-412-00-025-001-0-211	CCL#5-HEALTH INSURANCE	18,000.00	.00	1,350.00	1,350.00	16,650.00	7.50
1-1100-412-00-025-001-0-212	CCL#5-LIFE INSURANCE	135.00	.00	9.00	9.00	126.00	6.67
1-1100-412-00-025-001-0-220	CCL#5-FICA	28,056.00	.00	1,102.94	1,102.94	26,953.06	3.93
1-1100-412-00-025-001-0-230	CCL#5-RETIREMENT	35,208.00	.00	1,400.88	1,400.88	33,807.12	3.98
1-1100-412-00-025-001-0-250	CCL#5-UNEMPLOYMENT COMP	1,079.00	.00	41.52	41.52	1,037.48	3.85
1-1100-412-00-025-001-0-442	CCL#5-EQUIP & VEHICLE RENTALS	1,550.00	.00	.00	.00	1,550.00	.00
1-1100-412-00-025-001-0-523	CCL#5-PUBLIC OFFICIAL INSURANCE	1,600.00	.00	.00	.00	1,600.00	.00
1-1100-412-00-025-001-0-529	CCL#5-SURETY & NOTARY BONDS	100.00	.00	.00	.00	100.00	.00
1-1100-412-00-025-001-0-531	CCL#5-TELEPHONE	1,500.00	.00	.00	.00	1,500.00	.00
1-1100-412-00-025-001-0-535	CCL#5-POSTAGE	1,611.00	.00	.00	.00	1,611.00	.00
1-1100-412-00-025-001-0-550	CCL#5-PRINTING & BINDING	1,500.00	.00	.00	.00	1,500.00	.00
1-1100-412-00-025-001-0-581	CCL#5-TRAVEL IN COUNTY	100.00	.00	.00	.00	100.00	.00
1-1100-412-00-025-001-0-583	CCL#5-TRAVEL OUT OF COUNTY	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-412-00-025-001-0-584	CCL#5-REGISTRATION FEES	1,182.00	.00	.00	.00	1,182.00	.00
1-1100-412-00-025-001-0-601	CCL#5-OFFICE & COMPUTER SUPPLIES	2,288.00	.00	.00	.00	2,288.00	.00
1-1100-412-00-025-001-0-607	CCL#5-HSEHLD & JANITORIAL SUPPL	280.00	.00	.00	.00	280.00	.00
1-1100-412-00-025-001-0-630	CCL#5-FOOD	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-412-00-025-001-0-631	CCL#5-BOTTLED WATER	235.00	.00	.00	.00	235.00	.00
1-1100-412-00-025-001-0-661	CCL#5-MINOR OFFICE FURN & EQUIPMENT	500.00	.00	.00	.00	500.00	.00
1-1100-412-00-025-001-0-810	CCL#5-DUES & MEMBERSHIPS	100.00	.00	.00	.00	100.00	.00
1-1100-412-00-025-001-0-890	CCL#5-OTHER	23,231.00	.00	.00	.00	23,231.00	.00
001		488,000.00	.00	18,496.87	18,496.87	469,503.13	3.79

AI-25391 **11.A.**

Approval of 2011 Elected Official's Amended Bond
CC REGULAR

Date:	02/22/2011
Submitted By:	Jennilee Garza, COUNTY CLERK
Submitted For:	Arturo Guajardo
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Approval of Amended Bond for Commissioner Pct. 2 Hector "Tito" Palacios.

BACKGROUND

Fiscal Impact

Attachments

Link: Commissioner Hector Palacios Amended Bond

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2011 04:43 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/17/2011 08:51 AM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 03:04 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 08:17 AM	APRV

Form Started By: Jennilee Garza — Started On: 02/16/2011 04:08 PM

Final Approval Date: 02/18/2011

OLD REPUBLIC

☒ Old Republic Surety Company
☐ Old Republic Insurance Company
☐ Bituminous Casualty Corporation

7610 Stemmons, Suite 400
P.O. Box 569480, Dallas, TX 75356-9480
Phone: (214) 634-1900/Fax: (214) 688-1120

FILED
AT 10:14 O'CLOCK A M
FEB 14 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OFFICIAL BOND AND OATH

LPO 912185
Bond Number

KNOW ALL PERSONS BY THESE PRESENTS:

That we, HECTOR PALACIOS, of PHARR TEXAS as Principal, and Old Republic Surety Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the HIDALGO COUNTY TREASURER and/or his/her successors in the penal sum of THREE HOUSAND DOLLARS AND NO/100****** Dollars ($ 3,000.00),

for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 30th day of December , 2010 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January , 2011 , duly Elected (Elected - Appointed) to the office of County Commissioner in and for HIDALGO County in the State of Texas, for a term of 4TH year(s) commencing on the 1st day of January , 2011 .

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him/her and will not vote or consent to make a payment of county funds except for a lawful purpose

_____ , then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Hector Palacios
HECTOR PALACIOS Principal

Countersigned

By: _____
Texas Resident Agent

Old Republic Surety Company
Surety

BY Rosie Bermea
ROSIE BERMEA Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of _____ } ss

Before me, _____ on this day, personally appeared _____ , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at _____ , Texas, this _____ day of _____ , 20___ .

SEAL

_____
Notary Public

_____ County, Texas

In the name and by the authority of

The State of Texas

Oath of Office

I, HECTOR"TITO" PALACIOS *, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of* Hidalgo Co. Comm. Pct.2 *of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.*

Hector Palacios

Name/ Title

SWORN TO and subscribe before me by affiant on this the 15th *day of* Jan *, 20*11*.*

Jaime Palacios

Signature of Person Administering Oath

Jaime J Palacios

Printed Name

Judge County Court at Law #2

Title

FILED
AT 3:35 O'CLOCK P M

JAN 04 2011

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OLD REPUBLIC SURETY COMPANY

FILED
AT 11:14 O'CLOCK A M
FEB 14 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JESSE TREVINO, ROSIE BERMEA, OF MCALLEN, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4TH day of SEPTEMBER, 2009.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4TH day of SEPTEMBER, 2009, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5907

Signed and sealed at the City of Brookfield, WI this 1st day of January 2011

TREVINO, JESSE INS AGENCY, INC

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 22262 (9/08)

AI-25373 **12.A.**

FY 2010 Chapter 59 Asset Forfeiture Report

CC REGULAR

Date:	02/22/2011
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Requesting approval for the County Judge to execute the Chapter 59 Asset Forfeiture Report for the fiscal year 2010, as required by the Office of the Attorney General.

BACKGROUND

See attachment.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: 2010 Chapter 59 Asset Forfeiture Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/16/2011 12:19 PM	APRV
2	Budget & Management	Erika Zamora	02/16/2011 03:05 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/17/2011 11:35 AM	APRV
4	Auditor's Office	Linda Fong	02/17/2011 03:24 PM	APRV
5	Purchasing Department	Marty Salazar	02/18/2011 08:11 AM	APRV

Form Started By: Rosie Hinojosa Started On: 02/16/2011 11:42 AM

Final Approval Date: 02/18/2011

FY 2010
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Sheriff's Office

Reporting Period: (local fiscal year) 01/01/10 to 12/31/10

Agency Mailing Address: P.O. Box 1228
Edinburg, Texas 78540

example: 01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc.

Phone Number: (956) 383-8114

County: Hidalgo

Email Address:

This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account. $

B) Seizures During Reporting Period:
Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

1) Amount seized and retained in your agency's custody..... $

2) Amount seized and transferred to the District Attorney pending forfeiture..... $ 58,794.00

C) Amount Returned to Defendants/Respondents..... $ 25,750.00

D) Ending Balance .....
Instructions: Add lines A, and B(1), subtract line C, put total in line D. $ 33,044.00

II. FORFEITED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency. $ 144,513.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period .....
Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. $ 56,119.00

C) Interest Earned on Forfeited Funds During Reporting Period .....
Instructions: Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. $ 329.00

D) Proceeds Received by Your Agency From Sale of Forfeited Property.....
Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. $ 23,100.00

E) Total Expenditures of Forfeited Funds During Reporting Period .....
Instructions: From Total on Section VI. $ 69,516.00

F) Ending Balance.....
Instructions: Add lines A through D, subtract line E, place total in line F. $ 154,545.00

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	19	10	5	9
2) REAL PROPERTY (Count each parcel seized as one item)				
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				
5) Other Property - Description: _____				
Other Property -Description: _____				
Other Property -Description: _____				

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount)..... _____

B) Real Property (the number of separate parcels of property, not a currency amount)....

C) Computers (the number of computers, not a currency amount)....

D) Firearms (the number of firearms, not a currency amount) ....

E) Other (the number of items, not a currency amount) ....

V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount)....

B) Real Property (the number of separate parcels of property, not a currency amount)....

C) Computers (the number of computers, not a currency amount)....

D) Firearms (the number of firearms, not a currency amount) ....

E) Other (the number of items, not a currency amount) ....

VI. EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)		Total Salaries Paid out of Chapter 59 Funds....	$ 53,984.00
	1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)....	$
	2.	Salary Budgeted Solely From Forfeited Funds....	$
	3.	Number of Employees Paid Using Forfeiture Funds	1
B)		Total Overtime Paid out of Chapter 59 Funds	$
	1.	For Employees Budgeted by Governing Body....	$
	2.	For Employees Budgeted Solely out of Forfeiture Funds....	$
	3.	Number of Employees Paid Using Forfeiture Funds....	
C)		Total Equipment Paid for with Chapter 59 Funds....	$
	1.	Vehicles....	$
	2.	Computers....	$
	3.	Firearms, Vests, Personal Equipment	$
	4.	Furniture....	$
	5.	Software....	$
	6.	Maintenance Costs....	$
	7.	Uniforms....	$

	8.	K9 Related Costs	$
	9.	Other (Provide Detail on Additional Sheet)	$
D)		Total Supplies Paid Out of Chapter 59 Funds	$
	1.	Office Supplies	$
	2.	Cellular Air Time	$
	3.	Internet	$
	4.	Other (Provide Detail on Additional Sheet)	$
E)		Total Travel Paid Out of Chapter 59 Funds	$
	1.	Total In State Travel	$
		a) Lodging	$
		b) Air Fare	$
		c) Meals (including per diem)	$
		d) Car Rental	$
	2.	Total Out of State Travel	$
		a) Lodging	$
		b) Air Fare	$
		c) Meals (including per diem)	$
		d) Car Rental	$
	3.	Fuel	$
	4.	Parking	$
	5.	Other (Provide Detail on Additional Sheet)	$
F)		Total Training Paid Out of Chapter 59 Funds	$
	1.	Fees (Conferences, Seminars)	$
	2.	Materials (Books, CDs, Videos, etc.)	$
	3.	Other (Provide Detail on Additional Sheet)	$
G)		Total Investigative Costs Paid Out of Chapter 59 Funds	$
	1.	Informant Costs	$
	2.	Buy Money	$
	3.	Lab Expenses	$
	4.	Other (Provide Detail on Additional Sheet)	$
H)	1.	Total Prevention / Treatment Programs(pursuant to Articles 59.06 (h), (I), (j))	$
	2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o))	$
I)		Total Facility Costs Paid Out of Chapter 59 Funds	$

	1.	Building Purchase	$
	2.	Lease Payments	$
	3.	Remodeling	$
	4.	Maintenance Costs	$
	5.	Utilities	$
	6.	Other (Provide Detail on Additional Sheet)	$
J)		Total Miscellaneous Fees Paid Out of Chapter 59 Funds	$
	1.	Court Costs	$ 4,351.00
	2.	Filing Fees	$
	3.	Insurance	$
	4.	Witness Fees	$
	5.	Audit Costs and Fees	$
	6.	Other (Provide Detail on Additional Sheet)	$ 2,843.00
K)		Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report)	$ 8,338.00
L)		TOTAL EXPENDITURES	$ 69,516.00

NOTE: If your Agency is governed by a Commissioner's Court or City Council BOTH CERTIFICATIONS NEED TO BE COMPLETED.

CERTIFICATION

COUNTY JUDGE, MAYOR or CITY MANAGER
(Printed Name): Hidalgo County Judge Ramon Garcia

SIGNATURE: _____

DATE: _____

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

CERTIFICATION

AGENCY HEAD (Printed Name): HIDALGO COUNTY SHERIFF GUADALUPE TREVINO

SIGNATURE: _____

DATE: _____

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348

E-mail: kent.richardson@oag.state.tx.us

VI. EXPENDITURES

J.) Total Miscellaneous Fees Paid Out of Chapter 59 Funds

6. Other **$ 2,843.00**

Payment to the newspaper for publication of citations.

K.) Total Other Paid Out of Chapter 59 Funds **$ 8,338.00**

"Cash Match for the USDA Rural Emergency Responders Grant for the purchase of Law Enforcement Vehicles."

AI-25297 **12.B.**

Offices of Sheriff & District Attorney--Crime Victim Liaison Grants

CC REGULAR

Date:	02/22/2011
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Authorization and Approval for both the offices of Sheriff and District Attorney to apply for the FY2012-2013 Victim Coordinator and Liaison Grant (VCLG) with the Office of the Attorney General.
2. Approval of Statements Supporting Submission of the Application to OAG Crime Victim Services Division (Attachment A) and Resolution (Attachment B). Both documents are required for each office.

BACKGROUND

The grant contract period is for two (2) years (September 01, 2011 to August 31, 2013).

Maximum amount of funding is $84,000.00 for the two (2) year period for each office. ($42,000.00 for each grant fiscal year.)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No local cash match is required. Additional funding for the Sheriff's Office employee's salary, longevity, and fringe benefits will be required from General Fund(Sheriff).

Attachments

Link: VCLG.application

Link: D.A.Attach.A&B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/16/2011 10:45 AM	APRV
2	Budget & Management	Angela Garcia	02/16/2011 11:14 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/18/2011 09:33 AM	APRV
4	Auditor's Office	Linda Fong	02/18/2011 03:22 PM	APRV
5	Purchasing Department	Marty Salazar	02/18/2011 03:48 PM	APRV

Form Started By: Emilia Uriegas

Started On: 02/11/2011 09:32 AM

Final Approval Date: 02/18/2011

Ineligible Costs

Ineligible costs include, but are not limited to:

- Payment for overtime, out-of-state travel, dues, or lobbying
- Purchasing food and beverages except as allowed under Texas State Travel Guidelines
- Purchasing or leasing vehicles
- Purchasing promotional items or recreational activities
- Paying for travel that is unrelated to the direct delivery of services that supports the OAG funded program
- Paying consultants or vendors who participate directly in writing a grant application
- Paying any portion of the salary or any other compensation for an elected government official
- Payment of bad debt, fines or penalties
- Medical costs, such as SANE fees or salaries, or items paid for by the CVC Program
- Purchasing any other products or services the OAG identifies as inappropriate or unallowable
- Any unallowable costs set forth in state or federal cost principles

Ineligible Activities

Ineligible activities include, but are not limited to:

- Activities solely for research purposes
- Activities solely for the prosecution of an offender, such as witness coordination, expert witness fees, or prosecutor salaries
- Activities solely for law enforcement purposes, such as investigators or patrol officers
- Probation activities that assist an offender
- Offender-related activities, such as mediation or alcohol/drug abuse counseling
- Activities solely to prevent crime

Funding Levels

For each fiscal year of the two-year grant term, the following are the minimum and maximum amounts the OAG will reimburse toward each project funded. Applications requesting an amount below the minimum or above the maximum may not be considered. If the application is awarded, the budget may be adjusted by the OAG to fit within the minimum and maximum amounts.

	Minimum Amount		Maximum Amount	
Type of Project	**Fiscal Year 2012**	**Fiscal Year 2013**	**Fiscal Year 2012**	**Fiscal Year 2013**
OVAG Project	$20,000	$20,000	$42,000	$42,000
OVAG Statewide Project	$20,000	$20,000	$200,000	$200,000
VCLG Project	$20,000	$20,000	$42,000	$42,000

Match Requirements

There are no match requirements for the OVAG or VCLG projects.

1. ORGANIZATION	
Unique Application Number (UAN)	
Legal Name of Applicant	
Name of Agency Contact	
Agency Contact's Telephone Number	

	Amount Requested	%of Personnel and Fringe Requested
FY 2012	$0.00	0%
FY 2013	$0.00	0%

2. MISSION STATEMENT
2.1 Provide the mission statement of your organization.

3. DESCRIPTION OF THE ORGANIZATION
3.1 Give a description of the history of your organization including the purpose for which it was created.
3.2 Give a description of how the organization has evolved to its current structure, this may include the scope of service, geographic areas covered, staff heirarchy, legal organization, etc.

4. VICTIM SERVICES EXPERIENCE	YEARS
4.1 How many years has the organization been providing victim-related services or assistance?	

5. VICTIM SERVICES WORK
5.1 Provide a description of the work the organization is doing on behalf of victims of crime.
5.2 How does this work fit into the organization's overall goals and objectives?

6. VOLUNTEERS	
6.1 Does the organization currently have a volunteer program, or plan to implement one this grant term?	
6.2 How many volunteers were active within the last year?	
6.3 Describe how the organization utilizes or plans to utilize volunteers to support the organization's mission, including any specific victim-related services.	
6.4 Describe training for volunteers including both training required prior to providing services and ongoing training conducted throughout the volunteer's service.	

6.5 Describe how the organization recruits and retains volunteers or plans to do so.

7. COLLABORATIONS
7.1 Describe the benefits realized by victims of crime as a result of your organization's collaboration(s) with other organizations (if your organization collaborates) or through your organization alone (if your organization does not collaborate).
7.2 If your organization collaborates, provide a list of the organizations, including the organization type (law enforcement agency, advocacy center, hospital, task force, etc.) the applicant collaborates with to serve victims of crime for the purpose of supporting or assisting in victim recovery.

8. STATE AND FEDERAL FUNDS EXPERIENCE	**YEARS**
8.1 How many years of experience does the organization have in managing state or federal grant funds?	

9. OUTPUT TARGET CALCULATION	STAFF POSITION/TITLE #1		STAFF POSITION/TITLE #2		STAFF POSITION/TITLE #3	
9.1 STAFF POSITION/TITLE						
9.2 ADMINISTRATIVE POSITION	☐		☐		☐	
9.3 CONTRACT POSITION	☐		☐		☐	
9.4 OUTPUT TARGET	OUTPUT TARGET		OUTPUT TARGET		OUTPUT TARGET	
DIRECT VICTIM SERVICES	FY 2012	FY 2013	FY 2012	FY 2013	FY 2012	FY 2013
Number of Unique Victims Served						
Assistance with Crime Victims' Compensation						
Assistance with Texas SAVNS/VINE						
Information and Referral						
Criminal Justice Accompaniment						
Law Enforcement Accompaniment						
Medical Accompaniment						
Crisis Intervention						
Individual Counseling						
Support Groups						
Therapeutic Groups						
Peer Support Services						
Assistatnce with Restitution						
Assistance with Victim Impact Panels						
Assistance with Victim Impact Statements						
Emergency Funds						
Follow-up with Victim						
Legal Assistance						
Lodging						
Other						
Transportation						
Victim Advocacy						
VICTIM SERVICES TRAINING	FY 2012	FY 2013	FY 2012	FY 2013	FY 2012	FY 2013
Total Number of all Training Sessions						
Law Enforcement Individuals Trained						
Prosecution/Judicial Individuals Trained						
School Faculty Individuals Trained						
Medical Individuals Trained						
Faith-Based Individuals Trained						
Volunteer Individuals Trained						
Other Individuals Trained						
Total Number of all Individuals Trained	0	0	0	0	0	0
OUTREACH OR COMMUNITY EDUCATION	FY 2012	FY 2013	FY 2012	FY 2013	FY 2012	FY 2013
Outreach or Community Education Presentations						
Outreach or Community Education Participants						
Informational Fairs						
Total Attendees at Informational Fairs						
25% of Total Attendees (auto-calculates)	0	0	0	0	0	0
Total Outreach or Community Ed Presentations	0	0	0	0	0	0
STRUCTURED EDUCATION	FY 2012	FY 2013	FY 2012	FY 2013	FY 2012	FY 2013
Structured Education Presentations						
Structured Education Participants						

9. OUTPUT TARGET CALCULATION	STAFF POSITION/TITLE #4		STAFF POSITION/TITLE #5		STAFF POSITION/TITLE #6	
9.1 STAFF POSITION/TITLE						
9.2 ADMINISTRATIVE POSITION	☐		☐		☐	
9.3 CONTRACT POSITION	☐		☐		☐	
9.4 OUTPUT TARGET	OUTPUT TARGET		OUTPUT TARGET		OUTPUT TARGET	
DIRECT VICTIM SERVICES	FY 2012	FY 2013	FY 2012	FY 2013	FY 2012	FY 2013
Number of Unique Victims Served						
Assistance with Crime Victims' Compensation						
Assistance with Texas SAVNS/VINE						
Information and Referral						
Criminal Justice Accompaniment						
Law Enforcement Accompaniment						
Medical Accompaniment						
Crisis Intervention						
Individual Counseling						
Support Groups						
Therapeutic Groups						
Peer Support Services						
Assistatnce with Restitution						
Assistance with Victim Impact Panels						
Assistance with Victim Impact Statements						
Emergency Funds						
Follow-up with Victim						
Legal Assistance						
Lodging						
Other						
Transportation						
Victim Advocacy						
VICTIM SERVICES TRAINING	FY 2012	FY 2013	FY 2012	FY 2013	FY 2012	FY 2013
Total Number of all Training Sessions						
Law Enforcement Individuals Trained						
Prosecution/Judicial Individuals Trained						
School Faculty Individuals Trained						
Medical Individuals Trained						
Faith-Based Individuals Trained						
Volunteer Individuals Trained						
Other Individuals Trained						
Total Number of all Individuals Trained	0	0	0	0	0	0
OUTREACH OR COMMUNITY EDUCATION	FY 2012	FY 2013	FY 2012	FY 2013	FY 2012	FY 2013
Outreach or Community Education Presentations						
Outreach or Community Education Participants						
Informational Fairs						
Total Attendees at Informational Fairs						
25% of Total Attendees (auto-calculates)	0	0	0	0	0	0
Total Outreach or Community Ed Presentations	0	0	0	0	0	0
STRUCTURED EDUCATION	FY 2012	FY 2013	FY 2012	FY 2013	FY 2012	FY 2013
Structured Education Presentations						
Structured Education Participants						

10. PERSONNEL & FRINGE

FY 2012		HOURS PER WEEK					SALARY			FRINGE		
	Title of Position	Scheduled to work	Scheduled on this grant.	Direct Services on this grant.	Admin. on this grant.	Other on this grant.	Annual Salary	Total Salary Requested on this grant.	% Salary Funded by this grant.	Annual Fringe Benefits for the Position	Fringe Funds Requested on this grant.	% Fringe Funded by this grant.
1.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
2.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
3.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
4.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
5.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
6.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
								$ -			$ -	
FY 2013		**HOURS PER WEEK**					**SALARY**			**FRINGE**		
1.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
2.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
3.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
4.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
5.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
6.			0				$ -	$ -	0.00%	$ -	$ -	0.00%
								$ -			$ -	

10.1 FY 2012 POSITION NARRATIVE

Provide a justification, which relates to the project's goal.

1.		
2.		
3.		
4.		
5.		
6.		

10.2 FY 2013 POSITION NARRATIVE		
Provide a justification, which relates to the project's goal.		
1.		
2.		
3		
4.		
5.		
6.		

10.3 REQUEST FOR EXCEPTION TO OVAG REQUIREMENTS
Indicate in the space provided below the reason and justification for why the Applicant is asking for the exception.

11. PROFESSIONAL & CONSULTANT SERVICES

		FY 2012			FY 2013		
Name of Professional/Company that Applicant will contract with to perform Professional & Consultant Services	Description of Professional & Consultant Services	No. of Days of Consultation	Rate of Compensat-ion	Cost	No. of Days of Consultation	Rate of Compensat-ion	Cost
			$ -	$ -		$ -	$ -
			$ -	$ -		$ -	$ -
			$ -	$ -		$ -	$ -
			$ -	$ -		$ -	$ -
			$ -	$ -		$ -	$ -
			$ -	$ -		$ -	$ -
				$ -			$ -

11.1 FY 2012 PROFESSIONAL & CONSULTANT SERVICES NARRATIVE
Provide a justification for Professional & Consultant Services which relates to the project's goal.

11.2 FY 2013 PROFESSIONAL & CONSULTANT SERVICES NARRATIVE
Provide a justification for Professional & Consultant Services which relates to the project's goal.

12. TRAVEL

Travel Purpose	Positions: List all positions (separated by a comma) requested within travel type.	Expense Type	FY 2012 Total Cost of Travel	FY 2012 % Requested by this OAG Grant	FY 2012 Cost Requested by this OAG Grant	FY 2013 Total Cost of Travel	FY 2013 % Requested by this OAG Grant	FY 2013 Cost Requested by this OAG Grant
OAG Sponsored Training		Airfare/Mileage	$ -		$ -	$ -		$ -
		Hotel	$ -		$ -	$ -		$ -
		Per diem	$ -		$ -	$ -		$ -
		Misc./Hotel Tax	$ -		$ -	$ -		$ -
		TOTAL			$ -			$ -
					$ -			$ -
					$ -			$ -
					$ -			$ -

Travel Purpose	Positions: List all positions (separated by a comma) requested within travel type.	Expense Type	Number of Miles	Cost Per Mile Requested by this OAG Grant	Cost Requested by this OAG Grant	Number of Miles	Cost Per Mile Requested by this OAG Grant	Cost Requested by this OAG Grant
Local Travel (Mileage Only)		Mileage		$ -	$ -		$ -	$ -
					$ -			$ -

12.1 FY 2012 TRAVEL NARRATIVE

Provide a justification describing the travel staff members will perform. This should include the location to be traveled to, the number of trips planned, the title of the staff member who will be making the trips, and how the travel supports the goal of the grant.

12.2 FY 2013 TRAVEL NARRATIVE

Provide a justification describing the travel staff members will perform. This should include the location to be traveled to, the number of trips planned, the title of the staff member who will be making the trips, and how the travel supports the goal of the grant.

13. EQUIPMENT

Item	FY 2012 Total Cost of Equipment	FY 2012 % Requested by this OAG Grant	FY 2012 Cost Requested by this OAG Grant	FY 2013 Total Cost of Equipment	FY 2013 % Requested by this OAG Grant	FY 2013 Cost Requested by this OAG Grant
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
			$ -			$ -

13.1 FY 2012 EQUIPMENT NARRATIVE

Provide a justification for Equipment which relates to the project's goal.

13.2 FY 2013 EQUIPMENT NARRATIVE

Provide a justification for Equipment which relates to the project's goal.

14. SUPPLIES

Item	FY 2012 Total Cost of Supplies	FY 2012 % Requested by this OAG Grant	FY 2012 Cost Requested by this OAG Grant	FY 2013 Total Cost of Supplies	FY 2013 % Requested by this OAG Grant	FY 2013 Cost Requested by this OAG Grant
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
			$ -			$ -

14.1 FY 2012 SUPPLIES NARRATIVE

Provide a justification for Supplies which relates to the project's goal.

14.2 FY 2013 SUPPLIES NARRATIVE

Provide a justification for Supplies which relates to the project's goal.

15. OTHER DIRECT OPERATING EXPENSES (ODOE)

Item	FY 2012 Total Cost of ODOE	FY 2012 % Requested by this OAG Grant	FY 2012 Cost Requested by this OAG Grant	FY 2013 Total Cost of ODOE	FY 2013 % Requested by this OAG Grant	FY 2013 Cost Requested by this OAG Grant
OAG Sponsored Training Registration	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
			$ -			$ -

15.1 FY 2012 OTHER DIRECT OPERATING EXPENSES NARRATIVE

Provide a justification for Other Direct Operating Expenses which relates to the project's goal.

15.2 FY 2013 OTHER DIRECT OPERATING EXPENSES NARRATIVE

Provide a justification for Other Direct Operating Expenses which relates to the project's goal.

16. PROJECT SUMMARY
16.1 Complete the following statement, which may be used by the OAG to summarize or describe the project. "This project funds [number of staff] to serve victims by providing [types of] services in [geographic locations]."

17. TARGET POPULATION				
SPECIFIC VICTIMIZATIONS			**SPECIFIC POPULATIONS**	
Adults Molested as Children			African-American	
Assault			Asian	
Child Abuse			Elderly (65 and up)	
DUI/DWI			Gay/Lesbian/Bisexual/Transgender	
Family Violence			Hispanic	
Hate/Bias Crimes			Persons with Disabilities	
Human Trafficking			Rural	
Physical Abuse and/or Neglect			Spanish-speaking	
Robbery			Other	
Sexual Assault				
Survivors of Homicide Victims				
Other Victims of Crime				

18. PROBLEM STATEMENT
18.1 Provide a brief description of the specific victim-related issue(s) this project is designed to address as it relates to the specific victimization types reported in 17. Target Population of Tab D - Project Summary.

19. SUPPORTING DATA
19.1 Justify the need for the victim-related issue(s) and/or specific victimization types this project is designed to address by citing research and/or data that is geographically relevant and specific to your service area.

20. PROJECT GOAL
20.1 Provide a project goal, which relates to your Problem Statement, that shows what the project plans to achieve over the next two years with these grant funds. The goal should be a "**SMART**" goal: **S**pecific, **M**easurable, **A**chieveable, **R**ealistic and **T**imely.

21. OUTPUT ASSESSMENT AND EVALUATION
21.1 Describe the systems, including tools and/or processes, written policies and procedures, databases, tracking forms or quality control testing, which will be used to track and verify the project's outputs.

21.2 OUTPUTS SUMMARY	PROJECTED TARGET	
DIRECT VICTIM SERVICES	FY 2012	FY 2013
Number of Unique Victims Served	0	0
Assistance with Crime Victims' Compensation	0	0
Assistance with Texas VINE	0	0
Information and Referral	0	0
Criminal Justice Accompaniment	0	0
Law Enforcement Accompaniment	0	0
Medical Accompaniment	0	0
Crisis Intervention	0	0
Individual Counseling	0	0
Support Groups	0	0
Therapeutic Groups	0	0
Peer Support Services	0	0
Assistatnce with Restitution	0	0
Assistance with Victim Impact Panels	0	0
Assistance with Victim Impact Statements	0	0
Emergency Funds	0	0
Follow-up with Victim	0	0
Legal Assistance	0	0
Lodging	0	0
Other	0	0
Transportation	0	0
Victim Advocacy	0	0
VICTIM SERVICES TRAINING	FY 2012	FY 2013
Total Number of all Training Sessions	0	0
Law Enforcement Individuals Trained	0	0
Prosecution/Judicial Individuals Trained	0	0
School Faculty Individuals Trained	0	0
Medical Individuals Trained	0	0
Faith-Based Individuals Trained	0	0
Volunteer Individuals Trained	0	0
Other Individuals Trained	0	0
Total Number of all Individuals Trained	0	0
OUTREACH OR COMMUNITY EDUCATION	FY 2012	FY 2013
Outreach or Community Education Presentations	0	0
Outreach or Community Education Participants	0	0
Informational Fairs	0	0
Total Attendees at Informational Fairs	0	0
25% of Total Attendees (auto-calculates)	0	0
Total Outreach or Community Ed Presentations	0	0
STRUCTURED EDUCATION	FY 2012	FY 2013
Structured Education Presentations	0	0
Structured Education Participants	0	0

21.3 PUBLIC AWARENESS CAMPAIGN (Statewide Applicants Only)

21.3 Describe the types of public service campaign products and activities (Internet, press releases, press conferences, tv and radio, etc.) provided in English and in other languages.

22. OUTCOMES	
22.1 OUTCOME ASSESSMENT AND EVALUATION	
DIRECT SERVICE OUTCOMES	**Outcome Target %**
Increase in knowledge and understanding of crime victims' rights.	
Increase in knowledge of and access to community resources and services.	
PROFESSIONAL TRAINING OUTCOME	
Increase in knowledge and understanding of crime victims' rights.	
COMMUNITY EDUCATION OUTCOME	
Increase in knowledge of and access to community resources and services.	
PUBLIC AWARENESS CAMPAIGNS	
Increase the knowledge about the warning signs of specific crimes and victimizations.	
CHILDREN'S ADVOCACY CENTERS (CAC)	
Reduction in trauma, crisis, stress and/or anxiety of child victim and/or protective family members.	
Increase understanding/knowledge regarding criminal and civil justices system process in general and/or in regard to their specific case.	
22.2 Specify one of the outcomes chosen in 22.1 Outcome Assessment and Evaluation section of Tab D - Project Summary and describe the tools and/or processes written policies and procedures, pre- and post- tests, staff observation or surveys, which will be used to measure the project's outcome.	

23. COMMUNITY RESOURCES	Yes/No
23.1 Is collaboration with one or more outside organizations required to achieve specific project activities?	
23.2 Do these collaborations currently exist?	
23.3 Describe why these agreements are required.	

24. DETAILED IMPLEMENTATION PLAN
24.1 Describe this project's specific activities, which will be done over the next two years.
24.1 Continued:
24.1 Continued:
24.2 Describe how these activities will help to reach the project's goal.

25. SUSTAINABILITY PLAN
25.1 Briefly describe what would happen to the proposed grant project in the event that the OAG grant funds are no longer available.
26. FINANCIAL
26.1 FINANCIAL SYSTEMS
26.2 Describe the financial systems, internal controls, written policies and procedures, accounting software, databases, tracking forms or quality control testing, which will be used to track and verify the project's financial activities.
26.3 BUDGET NARRATIVE
26.4 Provide a justification, which relate to the project's goal, for each requested budget category summarized in 27. Budget on Tab D - Project Summary.

27. BUDGET					
PERSONNEL Description	% of Positions	Hrs./Week	FY 2012 Requested	FY 2013 Requested	Total Project Cost
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
Total FTEs	0.00				
		Personnel Total	$	$	$
FRINGE					
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Fringe Total	$	$	$
PROFESSIONAL & CONSULTANT					
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Professional & Consultant Total	$	$	$
TRAVEL					
OAG Sponsored Training			$	$	$
			$	$	$
			$	$	$
			$	$	$
Local Travel (Mileage Only)			$	$	$
		Travel Total	$	$	$
EQUIPMENT					
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Equipment Total	$	$	$
SUPPLIES					
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Supplies Total	$	$	$
OTHER DIRECT OPERATING EXPENSES					
OAG Sponsored Training Registration			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Other Direct Operating Expenses Total	$	$	$
TOTAL BUDGET			$	$	$

IV. OAG Certifications and Assurances

A. THE UNIFORM GRANT MANAGEMENT STANDARDS ("UGMS"), PART III, SECTION _____.14; PROMULGATED BY THE OFFICE OF THE GOVERNOR, STATE OF TEXAS.

THE OAG HAS ADOPTED THOSE ASSURANCES AS APPLICABLE TO ALL RECIPIENTS OF OVAG AND VCLG FUNDS.

The Applicant agrees to:
(1) Comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two (2) years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) Comply, as applicable, with Texas Government Code, Chapter 552, ("Texas Public Information Act") which requires the public information that is collected, assembled or maintained by the applicant relative to a project to be available to the public during normal business hours.

(3) Comply with Texas Government Code, Chapter 551, ("Texas Open Meetings Act") which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) Comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) If Applicant is a health and human services agency or public safety or law enforcement agency, it may not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) If Applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the OAG with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) Agrees that when incorporated into a grant award or contract, these standard assurances become terms or conditions for receipt of grant funds and that the Applicant shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) Comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Applicant shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) Comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) Comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub-agreements.

(11) Comply, as applicable, with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) Comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) Comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) Insure, as applicable, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities

indicating that a facility to be used in the project is under consideration for listing by the EPA, (EO 11738).

(15) Comply, as applicable, with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) Comply, applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) Comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) Comply, as applicable, in assisting the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) Comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) Comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) Comply, as applicable, with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) Comply, as applicable, with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) Comply, as applicable, with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) Certifies, as a signatory party to the grant contract, that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) Comply, by adopting and implementing the applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

B. Other Certifications and Assurances

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

The Applicant certifies that if it is required to file an Equal Employment Opportunity Plan (EEOP), the Applicant will do so in compliance with the applicable federal requirements.

DISCLOSURE AND CERTIFICATION REGARDING LOBBYING

The Applicant certifies:

1. No federal/state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding of any federal/state contract, the making of any federal/state grant, the making of any federal/state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal/state contract, grant, loan, or cooperative agreement; and

2. If any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this federal/state contract, grant, loan, or cooperative agreement, the undersigned shall contact the CVSD of the OAG for the "Disclosure Form to Report Lobbying."

NON-PROCUREMENT DEBARMENT CERTIFICATION

The Applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this 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 governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

If Applicant is unable to certify to any of the statements in this Non-procurement Debarment certification, the Applicant shall attach an explanation. Funding is contingent upon OAG review of this explanation.

DRUG-FREE WORKPLACE CERTIFICATION

The Applicant certifies that it will provide a drug-free workplace by:
A. Publishing a statement notifying employees/assignees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
B. Establishing a drug-free awareness program to inform employees/assignees about:
1. The dangers of drug abuse in the workplace;
2. The applicant's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees/assignees for drug abuse violations.
C. Making it a requirement that each employee/assignee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
D. Notifying the employee/assignee in the statement required by paragraph (A) that, as a condition employment/assignment under the grant, the employees/assignee will:
1. Abide by the terms of the statement, and
2. Notify the applicant agency and CVSD, of the OAG of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
E. Notifying the agency within ten days after receiving notice under subparagraph (D) (2) from an employee/assignee or otherwise receiving actual notice of such conviction.
F. Taking one of the following actions with respect to any employee/assignee so convicted:
1. Taking appropriate personnel action with respect to any employee/assignee so convicted;
2. Requiring such employee/assignee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

ANNUAL SINGLE AUDIT CERTIFICATION

The Applicant certifies to the best of their knowledge and belief that one of the following applicable requirements will be met:

1. The applicant currently expends $500,000 or more, in combined federal funds during the fiscal year; and, therefore, is required to submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
2. The applicant currently expends $500,000 or more in combined state funds during the fiscal year; and, therefore, is required to submit an annual Single Audit by an independent auditor made in accordance with the Uniform Grant Management Standards (UGMS).
3. The applicant currently expends less than $500,000 in either federal or state funds during the fiscal year; and therefore is exempt from the Single Audit Act and cannot charge audit costs to an OAG grant. Applicant agrees that the OAG may require a limited scope audit as defined in OMB Circular A-133.

If this application is for funds in excess of $25,000, the Applicant certifies the following:
By submission of this proposal, that neither the applicant agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or state agency.

If the Applicant is unable to certify the above statements, the Applicant has attached an explanation to this application.

COMPLIANCE WITH ANNUAL INDEPENDENT FINANCIAL AUDIT FILING REQUIREMENT

The Applicant assures that it will file an Annual Independent Financial Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. An annual independent financial audit is a requirement for this OAG grant. The audit will meet Office of Management and Budget (OMB) Circular A-133 and Uniform Grant Management Standards (UGMS) requirements. Additionally, the annual independent financial audit will meet GAGAS standards in the event a Single Audit is not required.

COMPLIANCE WITH UGMS AND THE APPLICABLE OMB CIRCULARS

The Applicant assures that it will follow the guidelines in the Uniform Grant Management Standards (UGMS). Both governmental entities as well as non-profit entities are required to follow UGMS guidelines.

The Applicant assures compliance with all Federal/state statutes, regulations, policies, guidelines and requirements, including, but not limited to, UGMS as well as OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 123 72.

RETURN OF GRANT FUNDS IN THE EVENT OF LOSS OR MISUSE

The Applicant agrees that in the event of loss or misuse of the OAG funds, the Applicant assures that the funds will be returned to the OAG in full.

CONFLICT OF INTEREST

The Applicant assures that there is no conflict of interest that would preclude it from filing the Application or providing the services under this grant. By submitting this Application, Applicant affirms that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with this grant application, except as allowed under relevant state and federal law. The Applicant further agrees that it will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Applicant shall operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to the activities conducted under this grant.

Without diminishing the provisions of the prior paragraph, the Applicant assures that as a grantee, grantee personnel, members of a grantee board or governing body, or other persons affiliated with the grant project shall not participate in any proceeding or action where grant funds personally benefit, directly or indirectly, the individuals or their relatives. For the purposes of this provision, "relatives" means persons related to the individual within the third degree by consanguinity or within the second degree by affinity, as determined by Chapter 573 of the Government Code. Grant personnel and officials must avoid any action that results in or creates the appearance of using their official positions for private gain; giving preferential treatment to any person; losing independent judgment or impartiality; making an official decision outside of official channels; or adversely affecting the confidence of the public in the integrity of the program or the OAG.

AUTHORITY TO FILE APPLICATION

The Applicant has the authority or will receive the appropriate authority by the Applicant's governing body to file the Application, including the authority to agree to the assurances and certifications contained herein.

V. Required Attachments

Attachments A and B can be found at the end of this Application Kit.

Attachment A is the "STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO OAG CRIME VICTIM SERVICES DIVISION"

- **It must be signed and submitted at the time the Application is submitted to the OAG.**
- **Applications that are received by the OAG without this Attachment will not be considered or funded by the OAG.**

Attachment B is the "RESOLUTION OF GOVERNING BODY"

- It must be signed and submitted at the time the Application is submitted to the OAG, unless the timing of the Application due date and requirements of the Open Meeting Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

Job Descriptions are required for each position requested in the proposed budget.

- Job descriptions should be attached and submitted with the Application. Missing job descriptions may impact the Applicant's score.
- The Applicant should mark each page of the submitted job descriptions with the name of the Applicant and the Unique Application Number, if applicable.

Collaboration Agreements if required by the Applicant to achieve the proposed project as described in Tab A.

- Collaboration agreements, if required, should be attached and submitted with the Application. Missing collaboration agreements may impact the Applicant's score.

ATTACHMENT A — REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M CST, APRIL 1, 2011, OR THE APPLICATION WILL NOT BE CONSIDERED.

STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO OAG CRIME VICTIM SERVICES DIVISION

INSTRUCTIONS: Initial each numbered line and submit this signed required Attachment with the Application.

LEGAL NAME OF APPLICANT: Hidalgo County Sheriff's Office

UNIQUE APPLICATION NUMBER: _____

1. _____ THIS APPLICATION IS FOR (check one):
   - _____ Other Victim Assistance Grant (OVAG)
   - __X__ Victim Coordinator and Liaison Grant (VCLG)
   - _____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds
   - _____ Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds

2. _____ TRUE AND CORRECT INFORMATION. The undersigned certifies that the information contained in this Application, including any attachments are true and correct to the best of his or her knowledge.

3. _____ OAG CERTIFICATIONS AND ASSURANCES. The undersigned has read and understands the Certifications and Assurances, contained in the Application Kit.

4. _____ DEADLINES AND SUBMISSION OF APPLICATION. The undersigned understands that the deadline for submission is 5:00 p.m. CST April 1, 2011 and that to meet the deadline, the Applicant must submit both paper (hard copies) and electronic (e-mail) documents as required in the Application Kit. The undersigned further acknowledges that:
   - It is the Applicant's responsibility to deliver the Application to the OAG in the specified manner and by the specified date and time
   - Applications submitted in other formats will not be accepted
   - The OAG accepts no responsibility for delays in shipping and courier services
   - Late Applications will not be considered under any circumstance and will be returned unopened
   - Proof of sending a document by e-mail or other means is not proof that the OAG received the information

5. _____ JOB DESCRIPTIONS FOR EACH REQUESTED POSITION. The undersigned understands that the most recent job description for each position requested in the proposed budget should be attached and submitted with the Application. Missing job descriptions may impact the Applicant's score.

6. _____ RESOLUTION OF GOVERNING BODY. The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Open Meetings Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

_____ Judge Ramon Garcia

Signature/Title Printed Name

_____

Date

ATTACHMENT B —REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CST APRIL 1, 2011. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE.

(SAMPLE FORM OF RESOLUTION OF GOVERNING BODY)

RESOLUTION OF GOVERNING BODY

LEGAL NAME OF APPLICANT: Hidalgo County Sheriff's Office

UNIQUE APPLICATION NUMBER (if applicable): _____

Be it known as follows:

WHEREAS, the Hidalgo County Sheriff's Office, [Name of Applicant] has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program (check one):

____ Other Victim Assistance Grant (OVAG)
__X__ Victim Coordinator and Liaison Grant (VCLG)
____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds
____ Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds

WHEREAS, the Commissioners Court, [Name of Governing Body of Applicant, such as City Council, County Commissioners' Court or Board of Directors], has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the Hidalgo County Sheriff's Office, [Name of Applicant] has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": Ramon Garcia

Position Title: County Judge

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

_____ Judge Ramon Garcia
Signature Printed Name

_____
Date

ATTACHMENT A — REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M CST, APRIL 1, 2011, OR THE APPLICATION WILL NOT BE CONSIDERED.

STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO OAG CRIME VICTIM SERVICES DIVISION

INSTRUCTIONS: Initial each numbered line and submit this signed required Attachment with the Application.

LEGAL NAME OF APPLICANT: **Hidalgo County District Attorney's Office**

UNIQUE APPLICATION NUMBER: _____

1. _____ THIS APPLICATION IS FOR (check one):
   - _____ Other Victim Assistance Grant (OVAG)
   - **XXX** Victim Coordinator and Liaison Grant (VCLG)
   - _____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds
   - _____ Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds

2. _____ TRUE AND CORRECT INFORMATION. The undersigned certifies that the information contained in this Application, including any attachments are true and correct to the best of his or her knowledge.

3. _____ OAG CERTIFICATIONS AND ASSURANCES. The undersigned has read and understands the Certifications and Assurances, contained in the Application Kit.

4. _____ DEADLINES AND SUBMISSION OF APPLICATION. The undersigned understands that the deadline for submission is 5:00 p.m. CST April 1, 2011 and that to meet the deadline, the Applicant must submit both paper (hard copies) and electronic (e-mail) documents as required in the Application Kit. The undersigned further acknowledges that:
   - It is the Applicant's responsibility to deliver the Application to the OAG in the specified manner and by the specified date and time
   - Applications submitted in other formats will not be accepted
   - The OAG accepts no responsibility for delays in shipping and courier services
   - Late Applications will not be considered under any circumstance and will be returned unopened
   - Proof of sending a document by e-mail or other means is not proof that the OAG received the information

5. _____ JOB DESCRIPTIONS FOR EACH REQUESTED POSITION. The undersigned understands that the most recent job description for each position requested in the proposed budget should be attached and submitted with the Application. Missing job descriptions may impact the Applicant's score.

6. _____ RESOLUTION OF GOVERNING BODY. The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Open Meetings Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

_____ **Ramon Garcia**

Signature/Title — Printed Name

February 22, 2011

Date

ATTACHMENT B —REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CST APRIL 1, 2011. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE.

(SAMPLE FORM OF RESOLUTION OF GOVERNING BODY)

RESOLUTION OF GOVERNING BODY

LEGAL NAME OF APPLICANT: **Hidalgo County District Attorney's Office**

UNIQUE APPLICATION NUMBER (if applicable): **V0012-12-1162**

Be it known as follows:

WHEREAS, the **Hidalgo County District Attorney's Office** [Name of Applicant] has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program (check one):

___ Other Victim Assistance Grant (OVAG)
XXX Victim Coordinator and Liaison Grant (VCLG)
___ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds
___ Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds

WHEREAS, the **Hidalgo County Commissioners' Court** [Name of Governing Body of Applicant, such as City Council, County Commissioners' Court or Board of Directors], has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the **Hidalgo County District Attorney's Office** [Name of Applicant] has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": **Ramon Garcia**

Position Title: **County Judge**

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

Signature

Ramon Garcia
Printed Name

February 22, 2011
Date

AI-25386 **12.C.**

Equitable Sharing Agreement and Certification Reports

CC REGULAR

Date:	02/22/2011
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Requesting authorization to amend the 2009 Equitable Sharing Agreement and Certification Report and authorize the County Judge to execute said report.
2. Requesting authorization for the County Judge to execute the 2010 Equitable Sharing Agreement and Certification Report.

BACKGROUND

As per request by the County Auditor's Office, amendment of the 2009 Equitable Sharing Agreement and Certification Report was done to include additional funds that were received.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact; agreement execution only.

Attachments

Link: 2009 Agreement

Link: 2010 Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/16/2011 04:51 PM	APRV
2	Budget & Management	Erika Zamora	02/16/2011 04:56 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/17/2011 03:00 PM	APRV
4	Auditor's Office	Linda Fong	02/17/2011 03:22 PM	APRV
5	Purchasing Department	Marty Salazar	02/18/2011 08:11 AM	APRV

Form Started By: Rosie Hinojosa Started On: 02/16/2011 02:54 PM

Final Approval Date: 02/18/2011

OMB Number 1123-0011
Expires 7-31-2011

Equitable Sharing Agreement and Certification

◯ **Police Department** ◉ **Sheriff's Office** ◯ **Task Force (Complete Table A, page2)**
◯ **Prosecutor's Office** ◯ **Other (specify)** _____

Agency Name: Hidalgo County Sheriff's Office

NCIC/ORI/Tracking Number: T X 1 0 8 0 0 0 0

Street Address: 711 El Cibolo Road, P.O. Box 1228

City: Edinburg **State:** TX **Zip:** 78540

Contact: Title: Ms. First: Rosie Last: Hinojosa

Contact: Phone: (956) 383-8114 E-mail: rosie.hinojosa@hidalgoso.org

☒ Same as Contact **Preparer:** First: Rosie Last: Hinojosa

Preparer: Phone: (956) 383-8114 E-mail: rosie.hinojosa@hidalgoso.org

Last Fiscal Year End: 12/31/2009 **Agency Current Fiscal Year Budget:** $42,741,790.02

◯ **New Participant:** Read the Equitable Sharing Agreement (page 5) and sign the Affidavit (page 6)

◯ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 5), and sign the Affidavit (page 6)

◉ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 5), and sign the Affidavit (page 6).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$217,804.88	$210,766.63
2	Federal Sharing Funds Received	$65,929.12	$165,543.35
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	$12,163.60	$12,317.97
5	Interest Income Accrued — Non-Interest Bearing ◯ Interest Bearing ◉	$1,997.51	$1,021.28
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$297,895.11	$389,649.23
7	Federal Sharing Funds Spent (total of lines a - m below)	$53,642.15	$55,248.50
8	Ending Balance (difference between line 7 and line 6)	$244,252.96	$334,400.73

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the *Justice Guide*		
b	Total spent on overtime		
c	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training	$9,300.00	
e	Total spent on communications and computers	$38,642.15	$16,242.00
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)	$5,700.00	$37,573.00
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		$1,433.50
n	**Total**	$53,642.15	$55,248.50
o	Did your agency receive non-cash assets? ◉ Yes ○ No If yes, complete Table H, page 3.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Purchase of die struck brass coins (material) to be used for presentations	$5,700.00	
Shared costs in the purchase of (6) fully equipped vehicles		$36,423.00
Provide additional funding for the USDA Loan to cover insurance costs		$1,150.00

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds
USDA Rural Emergency Responders Grant		$1,433.50

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◉ Treasury ○	2007 Ford F-150 Truck, VIN # 1FTRW12W97KA72634

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 6) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Amended Form

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head
See ¶ 2 on page

Signature: _____
Name: Guadalupe "Lupe" Trevino
Title: Hidalgo County Sheriff
Date: _____

Governing Body Head
See ¶ 2 on page

Signature: _____
Name: Ramon Garcia
Title: Hidalgo County Judge
Date: _____

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

Step 1: Click to save for your records
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Step 3: E-mail the XML file to aca.submit@usdoj.gov
Step 4: Fax THIS *SIGNED* PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY
Entered by _____
Entered on _____

○ FY End: 12/31/2009
Date Printed: February 17, 2011 14:58
○ NCIC: TX1080000 Agency: Hidalgo County Sheriff's Office Phone: (956) 383-8114
◉ State: TX Contact: Rosie Hinojosa E-mail: rosie.hinojosa@hidalgoso.org

OMB Number 1123-0011
Expires 7-31-2011

Equitable Sharing Agreement and Certification

◯ **Police Department** ◉ **Sheriff's Office** ◯ **Task Force (Complete Table A, page2)**
◯ **Prosecutor's Office** ◯ **Other (specify)** _____

Agency Name: Hidalgo County Sheriff's Office

NCIC/ORI/Tracking Number: T X 1 0 8 0 0 0 0

Street Address: 711 El Cibolo Road, P.O. Box 1228

City: Edinburg **State:** TX **Zip:** 78540

Contact: Title: Ms. First: Rosie Last: Hinojosa

Contact: Phone: (956) 383-8114 E-mail: rosie.hinojosa@hidalgoso.org

☒ Same as Contact **Preparer:** First: Rosie Last: Hinojosa

Preparer: Phone: (956) 383-8114 E-mail: rosie.hinojosa@hidalgoso.org

Last Fiscal Year End: 12/31/2010 **Agency Current Fiscal Year Budget:** $44,398,099.26

◯ **New Participant:** Read the Equitable Sharing Agreement (page 5) and sign the Affidavit (page 6)

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 5), and sign the Affidavit (page 6)

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 5), and sign the Affidavit (page 6).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$244,252.96	$334,400.73
2	Federal Sharing Funds Received	$538,830.00	$595,833.13
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income		
5	Interest Income Accrued — Non-Interest Bearing ◯ Interest Bearing ◉	$1,121.41	$1,666.44
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$784,204.37	$931,900.30
7	Federal Sharing Funds Spent (total of lines a - m below)	$54,352.77	$102,103.75
8	Ending Balance (difference between line 7 and line 6)	$729,851.60	$829,796.55

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the *Justice Guide*		
b	Total spent on overtime		
c	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training	$3,196.64	$18,481.22
e	Total spent on communications and computers	$34,461.53	
f	Total spent on weapons and protective gear		$13,123.50
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)	$4,531.00	$58,181.06
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)	$12,163.60	$12,317.97
n	**Total**	$54,352.77	$102,103.75
o	Did your agency receive non-cash assets? ◉ Yes ○ No If yes, complete Table H, page 3.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Shared costs in the purchase of a vehicle for the department	$4,531.00	
Publication expenses to advertise free training to the public (ex. Self-Defense, Home-owners Safety Firearms, Youth and Citizens Academies)		$10,809.57
Purchase of law enforcement equipment (badges, holsters, batons, stabilized bean bag rounds, cuff cases and belts)		$15,586.00
Purchase of (2) Police Dogs		$18,000.00
Purchase of a Misonis Cyanoacrylate Fuming Chamber to be used for processing evidence for latent fingerprints		$7,819.00
Purchase of (4) Televisions with wall mounts		$5,966.49

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds
Cash Match for the USDA Rural Emergency Responders Grant for the purchase of Law Enforcement Vehicles	$12,163.60	$12,317.97

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◉ Treasury ○	2003 Toyota Tacoma, VIN # 5TEWN72NX3Z195056

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

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Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

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If you answered yes to the above question, complete Table I

Agency Head
See ¶ 2 on page

Signature: _____
Name: Guadalupe "Lupe" Trevino
Title: Hidalgo County Sheriff
Date: _____

Governing Body Head
See ¶ 2 on page

Signature: _____
Name: Ramon Garcia
Title: Hidalgo County Judge
Date: _____

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FOR AGENCY USE ONLY
Entered by _____
Entered on _____

○ FY End: 12/31/2010
◉ NCIC: TX1080000
○ State: TX

Date Printed: February 17, 2011 14:58
Agency: Hidalgo County Sheriff's Office
Contact: Rosie Hinojosa
Phone: (956) 383-8114
E-mail: rosie.hinojosa@hidalgoso.org

AI-25381 **14.A.**

Fuel Reimbursement

CC REGULAR

Date:	02/22/2011
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Submitted For:	Yolanda Chapa
Department:	COUNTY JUDGE
Agenda Category:	Emergency Services Division

Information

CAPTION

Pursuant to fuel policy, requesting approval to reimburse Oscar Montoya, Emergency Management Coordinator, for the purchase of fuel for county vehicle in the amount of $65.52.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1100-429-00-300-023-0-626

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

BUDGETARY IMPACT:

available balance of $1,975.00 as of 2/17/11.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2011 03:07 PM	APRV
2	Roland Garcia	Rolando Garcia	02/17/2011 09:22 AM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 03:12 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 08:11 AM	APRV

Form Started By: SANDRA DELEON — Started On: 02/16/2011 01:42 PM

Final Approval Date: 02/18/2011

Hidalgo County
Office of Emergency Management

Mediplex Building
1615 S. Closner, Ste. G Edinburg, Texas
956-318-2615 Office 956-289-7889 Fax

Hidalgo County
Emergency Management

MEMORANDUM

TO: Ramon Garcia, County Judge
County Judge's Office
c/o
Yolanda Chapa, Chief Administrator
County Judge's Office

FR: Oscar D. Montoya, Emergency Management Coordinator
Emergency Services Division

DATE: February 9, 2011

RE: Agenda Item Request-Fuel Reimbursement

On February 7, 2011 Emergency Management Coordinator Oscar D. Montoya tried to fuel his assigned county vehicle at the Fiesta Food Store on 2800 S. Bus Hwy 281 with the Comdata fuel card however, due to the network being down the card was declined. Mr. Montoya proceeded to use his personal credit card to fuel the vehicle. Our office is requesting that Mr. Montoya be reimbursed in the amount of $65.52.

Our office is requesting that this fuel reimbursement request be placed on the Commissioner's Court agenda scheduled for February 15, 2011.

Should you have any questions please contact Monica Hinojosa at (956)318-2615.

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, OSCAR D. MONTOYA, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
T048875242	02/07/11	$65.52	FIESTA FOOD STORES
			2800 S. BUS HWY 281
			EDINBURG, TX 78539
TOTAL		$65.52	

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

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

SIGNATURE: _____

TITLE: EMERGENCY MANAGEMENT COORDINATOR
PERSON MAKING PURCHASE

Before me Juan Martinez, a Notary Public, appeared Oscar D. Montoya and on his 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 he / she requested payment of the same.

(SEAL)

JUAN MARTINEZ
My Commission Expires
May 02, 2012

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

WELCOME TO
FIESTA FOOD STORES
1048875242 001 FIESTA FOOD STORE
2800 S. BUS. HWY 281
EDINBURG TX 78539

mileage 49508
TX 867 DXP

Descr	qty	amount
<CUSTOMER COPY>		
UNLD CA #01	21.704h	65.52
	@ 3.019/ G	
Sub Total		65.52
Tax		0.00
TOTAL		65.52
CREDIT	$	65.52

CARD TYPE: MASTERCARD
CARD NAME: MONTOYA/OSCAR
ACCT NUMBER: XXXX XXXX XXXX 5570
TRANS TYPE: SALE
APPROVAL: 007190 INVOICE: 023758
AMOUNT: $ 65.52

Oscar D. Montoya
APPROVED 007190

THANKS, COME AGAIN
REG# 0002 USR# 001 DR# 01 TRAN# 2451b
02/07/11 15:36:52 ST# AB123

AI-25331 **15.A.**

Adult Probation - Change Fund Request
CC REGULAR

Date: 02/22/2011
Submitted By: Diana Solis, ADULT PROBATION
Department: ADULT PROBATION

Information

CAPTION

In accordance with Texas Local Government Code Section 130.902, the Adult Probation Dept is requesting approval from Commissioners' Court and County Auditor, for a change fund in the amount $100.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-152-03-000-XXX-0-000
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Account will be established for "Advance for Adult Probation" once item is approved.

Attachments

Link: Court Services Change Fund

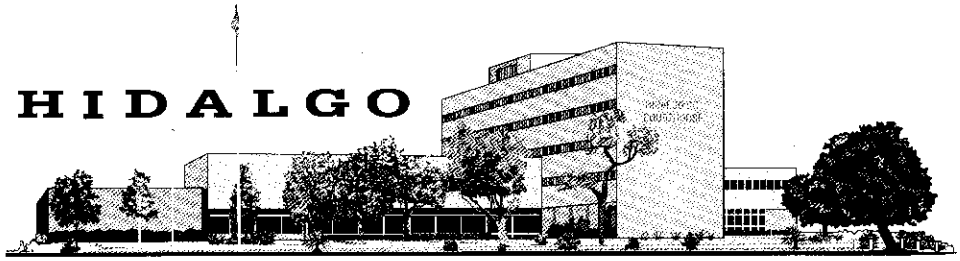
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/15/2011 11:28 AM	APRV
2	Erika Zamora	Erika Zamora	02/18/2011 10:25 AM	APRV
3	Auditor's Office	Linda Fong	02/18/2011 02:45 PM	APRV

Form Started By: Diana Solis Started On: 02/15/2011 10:33 AM

Final Approval Date: 02/18/2011

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

February 11, 2011

Mr. Arnold K. Patrick, Director
Community Supervision and Corrections Department
3100 South Business Highway 281
Edinburg, Texas 78539

Ref: Change Fund
Local Government Code Section 130.92

Dear Mr. Patrick:

We have reviewed your request and have approved the $100.00 change fund for the Court Services Office, the department's new collection point, as you requested. As stated on your letter dated February 8, 2011, the change fund will be distributed as follows: $50 for the primary cashier and $50 for the relief cashier.

According to Local Government Code Section 130.902, "The Commissioner's Court of a county may set aside from the general fund of the county an amount approved by the County Auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the Commissioner's Court may increase or decrease the change fund at any time."

Please submit this letter to Commissioner's Court requesting the change fund for a total of $100.00. Once Commissioner's Court approves the $100.00 change fund, a check will be issued and be made payable to "Hidalgo County Community Supervision and Corrections Department" as requested in your correspondence dated February 8, 2011.

You will be responsible for this change fund. The change fund should be accounted for on a daily basis and safeguarded under lock and key. Please be reminded that this change fund is not to serve as petty cash or comingled with personal funds.

If you have any questions, do not hesitate to call Yvonne Torres, Revenue Audit Supervisor, at 318-2511 ext. 4642, or Arcy B. Duran, MBA, Director of Audit, at ext. 4645.

Sincerely,

Ray Eufracio, CPA
County Auditor

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

RECEIVED BY
COUNTY AUDITOR
2011 FEB 9 AM 8 57

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

ARNOLD K. PATRICK
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540
Phone (956) 587-6000
Fax (956) 318-2488

AIDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

ISRAEL RAMON, JR.
JUDGE 430TH DISTRICT COURT

JESSE CONTRERAS
JUDGE 449TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO. 4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

February 8, 2011

Mr. Raymundo Eufracio,
Hidalgo County Auditor
Edinburg, TX 78539

Dear Mr. Eufracio;

As of February 28, 2011, our court services office located at 100 E. Cano, 4th Floor, Edinburg, TX, will begin accepting payments at their location. This new collection point is necessary in order to increase collections and meet the court orders stating payment is due upon judgment. The Hidalgo County Community Supervision and Corrections Department is requesting a $100.00 increase in the department's change fund. The change fund will be split, $50.00 for Velia Ruiz, the primary cashier at this location and $50.00 for Frank Rodriguez, the relief cashier. The monies will be safeguarded by locked bank money bags, which will be kept in a locked safe. Please issue a check payable to:

Hidalgo County CSCD
Attn: Diana Solis

Your prompt attention is appreciated.

Respectfully,

Arnold K. Patrick
Hidalgo County CSCD
Executive Director

SCANNED
FEB 09 2011
INITIALS

Cc: Armando Perez

AI-25393 **16.A.**

Wireless Device Requests-1 Cell Phone & 1 Data Card for Office Use
CC REGULAR

Date: 02/22/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Commissioner Pct. #1:
Authorization to purchase through the County's membership/participation with CONTRACT: DIR-SDD-604 (Requsition #190281) with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	Department:	User:	Service Total:	Equipment Total:
1	Cell Phone	Comm.Pct.1	Office Use	State of TX Local Digital Choice Share 500 Anytime Unl IN&N&W Monthly Service: $34.99 + $5.00 Taxes/Fees =$39.99/mo	$0
1	Data Card	Comm.Pct.1	Office Use	Unlimited Data Plan Monthly Service: $37.99 + $5.00 Taxes/Fees=$42.99/mo	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-004-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req. #190281 for Verizon Wireless.

Funding is pending line item transfer, AI#25357, CC 2-22-11 for $830.00. Services are for a 10 month period (March thru Dec. 2011)

As per Noe Montez, there is no equipment costs or activation fees.

Attachments

Link: Requisition 190281
Link: BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2011 08:05 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/17/2011 02:55 PM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 04:11 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 08:48 AM	APRV

Form Started By: Griselda Salazar

Started On: 02/16/2011 04:40 PM

Final Approval Date: 02/18/2011

Requisition

Req # 00190281

PO #

Date: 02/16/11

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: AUDREY/MARTHA
956-968-8733

Contract No: DIR-SDD 604

Special Instructions:
A45

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
10.00	MONTH	OPEN P.O FOR DATA CARD MIFI 2200 UNLIMITED DATA PLAN @ $37.99 + $5.00 PER MONTH	42.99	429.90
10.00	MONTH	OPEN P.O FOR CELL PHONE SAMSUNG CONVOY FOR ON CALL EMPLOYEES (PLAN :STATE OF TEXAS LOCAL DIGITAL CHOICE SHARE 500 ANYTIME UNL IN&N&W @ $34.99 + $5 PER MONTH)	39.99	399.90
		Account No	Encumbrance	
			Freight	.00
			Total	829.80
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Audrey Ochoa

From: Gris [gris.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 17, 2011 9:10 AM
To: 'Audrey Ochoa'
Cc: ruben.flores@co.hidalgo.tx.us
Subject: RE: Documents for Data Card and Cell Phone

Morning!!

Deadlines are on Wednesdays so I've already submitted the item for next week. Now you need to contact Budget and have them attach your request forms to AI-25393. Should you have any questions please call or email me.

Gracias!!!

Griselda Guerra
Administrative Assistant
Hidalgo County I. T. Dept.
o: (956) 292-7010 ext.6001
f: (956) 318-2152

From: Audrey Ochoa [mailto:audrey.ochoa@co.hidalgo.tx.us]
Sent: Thursday, February 17, 2011 8:52 AM
To: 'Gris'
Cc: ruben.flores@co.hidalgo.tx.us
Subject: Documents for Data Card and Cell Phone

Good Morning Gris!

Here are the documents that you needed, can you please put them on the agenda for February 22, 2011. Let me know if you have any questions!

Miss Ya!

From:
Sent: Thursday, February 17, 2011 8:45 AM
To: audrey.ochoa@co.hidalgo.tx.us
Subject: From ScanFront220

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☑ Blackberry ☐ Other: VERIZON UNLIMITED MOB

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

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

DEPARTMENT: Hidalgo County Pct.1 DEPT #: 121

Quantity: 1

Service: $ 42.99 /mo (x) 10 months = 429.90 Account: 1-1200-431-00-121-004-0 -532

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

Requisition Total: $29.80 **Requisition Number:** #00190781

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

Martha Mena | Martha Mena | 2-17-11

Signature | Print Name | Date

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

_____ | _____ | _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN** **-or-**

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** VERIZON UNLIMITED MOBILE BROADBAND PLAN

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: 01/21/2010

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: Office Use Only Employee ID# N/A Signature: _____

DEPARTMENT: Hidalgo County Pct.1 DEPT #: 121

Quantity: 1

Service: $ 39.99 /mo (x) 10 months = $399.90 Account: 1-1200-431-00-121-0047532

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

Requisition Total: $ 829.80 **Requisition Number:** # 00190781

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

Martha Mena | Martha Mena | 2-17-11

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** _____ **-or-**

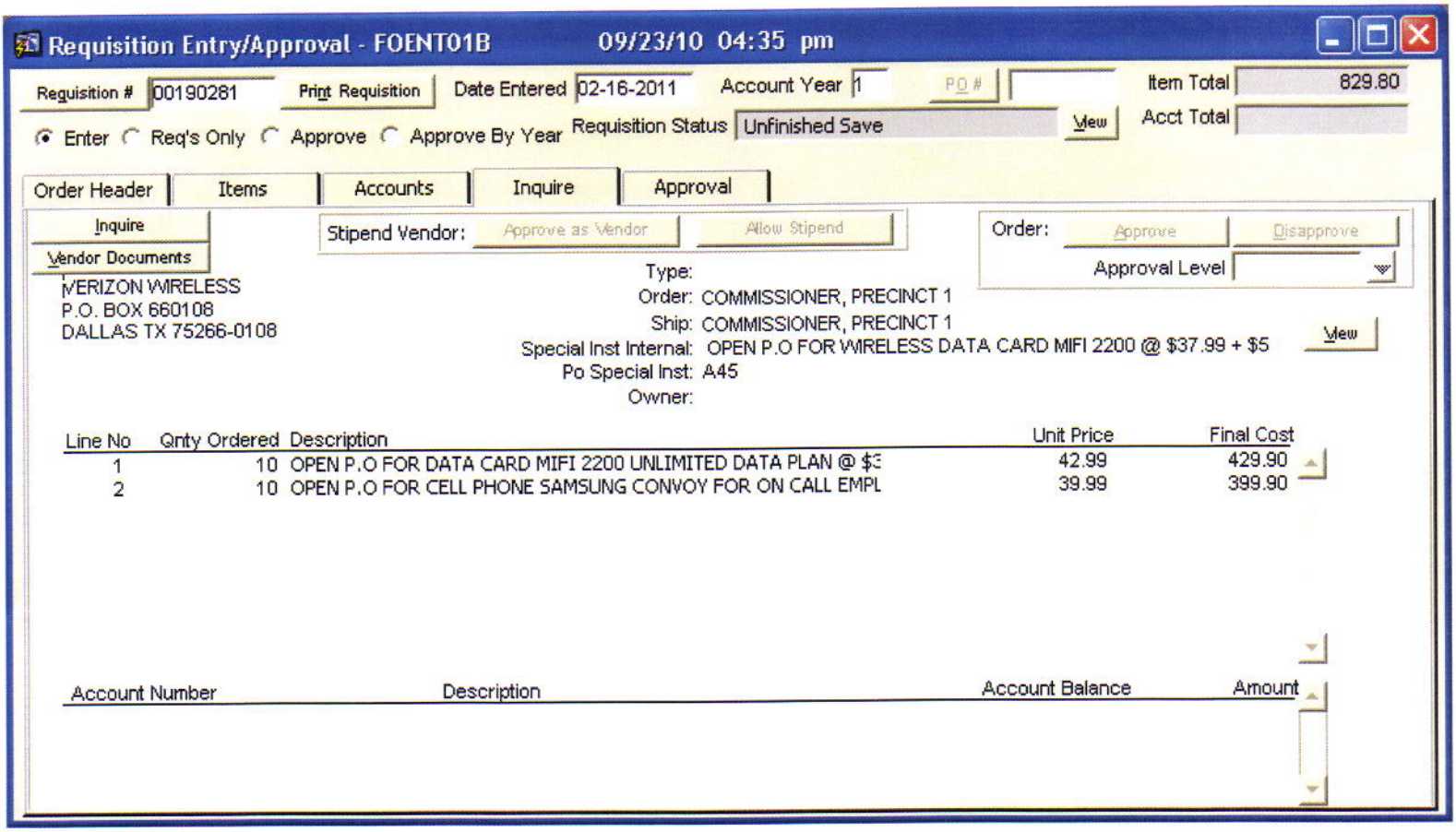
☐ ___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

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


Requisition Entry/Approval - FOENT01B
09/23/10 04:35 pm
Requisition # 00190281
Print Requisition
Date Entered 02-16-2011
Account Year 1
PO #
Item Total 829.80
Enter
Req's Only
Approve
Approve By Year
Requisition Status Unfinished Save
View
Acct Total
Order Header
Items
Accounts
Inquire
Approval
Inquire
Vendor Documents
Stipend Vendor:
Approve as Vendor
Allow Stipend
Order:
Approve
Disapprove
Approval Level
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108
Type:
Order: COMMISSIONER, PRECINCT 1
Ship: COMMISSIONER, PRECINCT 1
Special Inst Internal: OPEN P.O FOR WIRELESS DATA CARD MIFI 2200 @ $37.99 + $5
View
Po Special Inst: A45
Owner:
Line No
Qnty Ordered
Description
Unit Price
Final Cost
1
10
OPEN P.O FOR DATA CARD MIFI 2200 UNLIMITED DATA PLAN @ $
42.99
429.90
2
10
OPEN P.O FOR CELL PHONE SAMSUNG CONVOY FOR ON CALL EMPL
39.99
399.90
Account Number
Description
Account Balance
Amount

AI#25357

DIR-SDD 604

Audrey Ochoa

From: Gris [gris.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 16, 2011 2:18 PM
To: 'Audrey Ochoa'
Subject: requests
Attachments: Cell phone request forms w12.pdf; Cell phone request forms w13.pdf

Audrey,

Here are the two forms for one data card (w12) and one cell phone (w13). I'm still pending the original quote from Verizon but here's the information from prior quotes so you can start on the request forms and requisitions:

Data Card
Vendor: Verizon Wireless
Vendor #: 287024
Model #: MIFI 2200
Plan: Mobile Broadband Unlimited Data Plan
Monthly Service: $37.99 + $5.00 Taxes/Fees
Equipment Cost: $0

Cell Phone
Vendor: same
Vendor #: same
Model #: Samsung Convoy
Plan: State of TX Local Digital Choice Share 500 Anytime Unl IN&N&W
Monthly Service: $34.99 + $5.00 Taxes/Fees
Equipment Cost: $0

Thanks!
Griselda Guerra
Administrative Assistant
Hidalgo County I. T. Dept.
o: (956) 292-7010 ext.6001
f: (956) 318-2152

442 - To 532 - $830

AI-25382 **17.A.**

HIDTA-Other State-Asset Forfeiture Funds

CC REGULAR

Date:	02/22/2011
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. Approval to change the funding source for all positions under account no. HIDTA Task Force (Fund 1291, pgm 003) to Other States Asset Fund (Fund 1253, pgm 013).

2. Approval of appropriation of funds for the HIDTA Other States Asset Fund (Fund 1253) in the amount of $177,965.00.

3. Approval of revised/salary schedule(s).

BACKGROUND

The United States federal budget for 2011 was passed by the House of Representatives, but not by the Senate. Consequently, all federal grants (HIDTA included) will not be awarded until the Senate passes the budget. On December 22, 2010, the Congress voted it's second continuing resolution, until March 4, 2011.

In anticipation of the time-lapse between the 2010 and 2011 HIDTA Grants, the Hidalgo County HIDTA Task Force appropriated for an estimation of seven (7) pay periods and other operational expenses to be covered by the Hidalgo County HIDTA Task Force's asset forfeiture fund (1253 account).

Therefore, the slot no.(s) have been deleted under the HIDTA Task Force account (acct. no. 1-1291-412-00-270-003-0-XXX) and transferred to HIDTA - Other States Asset account (acct. no. 1-1253-412-00-270-013-0-XXX). Once the grant is approved/renewed the positions will then be reinstated under the HIDTA Task Force Grant (Fund 1291).

Fiscal Impact

FISCAL YEAR: 2011	**ACCT. #:** 1-12XX-412-00-270-0X3-0-XXX
FUNDS AVAILABLE Y/N?: Y	**MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $177,965.00 for HIDTA Other State Asset Funds (Fund 1253) available in fund balance as of 02/17/2011.

Change of status forms to be sumitted for processing upon exhaustion of funds.

Attachments

Link: Budget & HIDTA's Salary Schedule

Link: Revised salary schedule (pgm 003)

Link: Revised salary schedule (pgm 013)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2011 03:08 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/18/2011 01:45 PM	APRV
3	Auditor's Office	Linda Fong	02/18/2011 03:26 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 03:48 PM	APRV

Form Started By: Nelda Olivarez Started On: 02/16/2011 01:55 PM

Final Approval Date: 02/18/2011

DATE: February 16, 2011

DEPARTMENT HEAD: Rene Guerra, Hidalgo County Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1-1253-412-00-270-013-0-XXX **(Other States Asset Fund**)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
1-1253-412-00-270-013-0-	113	Full - time Employees	$	118,200.00
1-1253-412-00-270-013-0-	115	Longevity pay		1,800.00
1-1253-412-00-270-013-0-	211	Health Insurance		9,000.00
1-1253-412-00-270-013-0-	212	Life Insurance		100.00
1-1253-412-00-270-013-0-	220	FICA / Social Security Contributions		9,100.00
1-1253-412-00-270-013-0-	230	Retirement		11,500.00
1-1253-412-00-270-013-0-	250	Unemployment Compensation		650.00
1-1253-412-00-270-013-0-	890	Other		27,615.00
		TOTAL APPROPRIATIONS	**$**	**177,965.00**

TO APPROPRIATE THE HIDALGO COUNTY HIDTA COMMAND CENTER - OTHER STATE ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE February 16, 2011
DEPARTMENT HIDTA TASK FORCE
FUND **1291-412-00-270-003-0-XXX (2011 Grant) transferred to 1253-412-0270-013-xxx**
Dept. NO. 270

SLOT NUMBER	EMPLOYEE NUMBER	POSITION	2011 BUDGETED SALARY	SALARY PORTION FROM OTHER STATE ASSET (FUND 1253)	SALARY PORTION FROM ASSET FORFEITURE (FUND 1251)
G001	043354	Commander	75,899.00	49,200.00	26,699.00
G002	065226	Assistant District Attorney IV	71,140.00	52,800.00	18,340.00
G003	175145	Criminal Investigator I	47,829.00	36,968.00	10,861.00
G004	121193	Criminal Investigator II	52,254.00	36,968.00	15,286.00
G005	060135	Criminal Investigator II	54,021.00	36,968.00	17,053.00
G006	153818	Criminal Investigator II	54,021.00	36,968.00	17,053.00
G007	088994	Criminal Investigator II	54,021.00	36,968.00	17,053.00
G008	072192	Assistant Commander	58,888.00	39,760.00	19,128.00
G009	070491	Accountant III	50,859.00	35,700.00	15,159.00
G010	089605	Intelligence Research Specialist	32,929.00	22,500.00	10,429.00
G011	036625	Administrative Assistant IV	39,707.00	28,200.00	11,507.00
G012	057347	Administrative Assistant III	36,272.00	26,000.00	10,272.00
		TOTAL	**$ 627,840.00**	**$ 439,000.00**	**$ 188,840.00**

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1291-412-00-270-003-0

AI - 25382

HIDTA TASK FORCE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	18	4	$75,899.00	$49,200.00	$49,200.00	$505.62	$0.00	$0.00	$0.00	$0.00	$49,705.62
G002	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$52,757.00	$52,800.00	$2,671.58	$0.00	$0.00	$0.00	$0.00	$55,471.58
G003	113	CRIMINAL INVESTIGATOR I	12	4	$47,829.00	$36,968.00	$36,968.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,968.00
G004	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$36,968.00	$36,968.00	$314.66	$0.00	$0.00	$0.00	$0.00	$37,282.66
G005	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$288.00	$0.00	$0.00	$0.00	$0.00	$37,256.00
G006	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,968.00
G007	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$451.66	$0.00	$0.00	$0.00	$0.00	$37,419.66
G008	113	ASSISTANT COMMANDER	16	1	$58,888.00	$39,760.00	$39,760.00	$213.00	$0.00	$0.00	$0.00	$0.00	$39,973.00
G009	113	ACCOUNTANT III	12	6	$50,859.00	$35,700.00	$35,700.00	$547.51	$0.00	$0.00	$0.00	$0.00	$36,247.51
G010	113	INTELLIGENCE RESEARCH SPECIALIST	8	2	$32,929.00	$22,500.00	$22,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,500.00
G011	113	ADMINISTRATIVE ASSISTANT IV	10	3	$39,707.00	$28,200.00	$28,200.00	$512.00	$0.00	$0.00	$0.00	$0.00	$28,712.00
G012	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$25,999.00	$26,000.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,900.00
					$627,790.00	$438,956.00	$439,000.00	$6,404.03	$0.00	$0.00	$0.00	$25,382.00	$445,404.03

Approval to change the funding source for all positions under account no. HIDTA Task Force (Fund 1291, pgm 003) to Other States Asset Fund (Fund 1253, pgm 013).

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1253-412-00-270-013-0-XXX

AI - 25382

HIDTA - OTHER STATES ASSET

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	18	4	$75,899.00	$49,200.00	$49,200.00	$505.62	$0.00	$0.00	$0.00	$0.00	$49,705.62
G002	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$52,757.00	$52,800.00	$2,671.58	$0.00	$0.00	$0.00	$0.00	$55,471.58
G003	113	CRIMINAL INVESTIGATOR I	12	4	$47,829.00	$36,968.00	$36,968.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,968.00
G004	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$36,968.00	$36,968.00	$314.66	$0.00	$0.00	$0.00	$0.00	$37,282.66
G005	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$288.00	$0.00	$0.00	$0.00	$0.00	$37,256.00
G006	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,968.00
G007	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$451.66	$0.00	$0.00	$0.00	$0.00	$37,419.66
G008	113	ASSISTANT COMMANDER	16	1	$58,888.00	$39,760.00	$39,760.00	$213.00	$0.00	$0.00	$0.00	$0.00	$39,973.00
G009	113	ACCOUNTANT III	12	6	$50,859.00	$35,700.00	$35,700.00	$547.51	$0.00	$0.00	$0.00	$0.00	$36,247.51
G010	113	INTELLIGENCE RESEARCH SPECIALIST	8	2	$32,929.00	$22,500.00	$22,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,500.00
G011	113	ADMINISTRATIVE ASSISTANT IV	10	3	$39,707.00	$28,200.00	$28,200.00	$512.00	$0.00	$0.00	$0.00	$0.00	$28,712.00
G012	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$25,999.00	$26,000.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,900.00
					$627,790.00	$438,956.00	$439,000.00	$6,404.03	$0.00	$0.00	$0.00	$0.00	$445,404.03

Approval to change the funding source for all positions under account no. HIDTA Task Force (Fund 1291, pgm 003) to Other States Asset Fund (Fund 1253, pgm 013). Actual salary for each employee under Fund 1253, pgm 013 reflects current actual salary under Fund 1291, pgm 003.

AI-25308 **17.B.**

HIDTA Asset Forfeiture Reports

CC REGULAR

Date: 02/22/2011
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA

Information

CAPTION

Requesting authorization for the County Judge to execute the following:
1. FY 2010 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency - Hidalgo County HIDTA Task Force
2. FY 2010 Equitable Sharing Agreement and Certification Report - Hidalgo County HIDTA Task Force
3. FY 2010 Equitable Sharing Agreement and Certification Report - Hidalgo County District Attorney's Office

BACKGROUND

The annual reports are prerequisites as per state and federal guidelines. Reports are being submitted to the Texas Attorney General, U.S. Department of Justice, and the U.S. Department of Treasury. The Hidalgo County Auditor's Office reviewed said reports.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
No Budgetary impact

Attachments

Link: FY 2010 Chapter 59

Link: HIDTA Tx cert.

Link: 2010 DA CERTIFICATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/15/2011 11:24 AM	APRV
2	Sylvia Solis	Sylvia Solis	02/17/2011 09:17 AM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 02:58 PM	APRV

Form Started By: Nelda Olivarez Started On: 02/14/2011 09:53 AM

Final Approval Date: 02/17/2011

FY 2010
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County High Intensity Drug Trafficking Area (HIDTA) TaskForce

Reporting Period: (local fiscal year) 01/01/10 - 12/31/10

Agency Mailing Address: P.o. Box 5719
McAllen, TX 78502-5719

Phone Number: (956) 381-0444

County: Hidalgo County

Email Address: dmunoz@hidtataskforce.com

This should be a permanent agency email address

example: 01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc.

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account. $

B) Seizures During Reporting Period:
Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

1) Amount seized and retained in your agency's custody..... $

2) Amount seized and transferred to the District Attorney pending forfeiture..... $ 39,891.00

C) Amount Returned to Defendants/Respondents..... $ 12,920.00

D) Ending Balance .....
Instructions: Add lines A, and B(1), subtract line C, put total in line D. $ (12,920.00)

II. FORFEITED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency. $ 1,497,289.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period.....
Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. $ 94,928.00

C) Interest Earned on Forfeited Funds During Reporting Period .....
Instructions: Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. $ 5,803.00

D) Proceeds Received by Your Agency From Sale of Forfeited Property.....
Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. $ 79,484.00

E) Total Expenditures of Forfeited Funds During Reporting Period .....
Instructions: From Total on Section VI. $ 464,147.00

F) Ending Balance.....
Instructions: Add lines A through D, subtract line E, place total in line F. $ 1,213,357.00

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	13	16	1	4
2) REAL PROPERTY (Count each parcel seized as one item)	1			
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	10	1		
5) Other Property - Description: see Attachment A	77	69	4	6
Other Property -Description:				
Other Property -Description:				

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount).....

	8.	K9 Related Costs	$
	9.	Other (Provide Detail on Additional Sheet)	$
D)		Total Supplies Paid Out of Chapter 59 Funds	$
	1.	Office Supplies	$
	2.	Cellular Air Time	$
	3.	Internet	$
	4.	Other (Provide Detail on Additional Sheet)	$
E)		Total Travel Paid Out of Chapter 59 Funds	$
	1.	Total In State Travel	$
		a) Lodging	$
		b) Air Fare	$
		c) Meals (including per diem)	$
		d) Car Rental	$
	2.	Total Out of State Travel	$
		a) Lodging	$
		b) Air Fare	$
		c) Meals (including per diem)	$
		d) Car Rental	$
	3.	Fuel	$
	4.	Parking	$
	5.	Other (Provide Detail on Additional Sheet)	$
F)		Total Training Paid Out of Chapter 59 Funds	$
	1.	Fees (Conferences, Seminars)	$
	2.	Materials (Books, CDs, Videos, etc.)	$
	3.	Other (Provide Detail on Additional Sheet)	$
G)		Total Investigative Costs Paid Out of Chapter 59 Funds	$
	1.	Informant Costs	$
	2.	Buy Money	$
	3.	Lab Expenses	$
	4.	Other (Provide Detail on Additional Sheet)	$
H)	1.	Total Prevention / Treatment Programs(pursuant to Articles 59.06 (h), (I), (j))	$
	2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o))	$
I)		Total Facility Costs Paid Out of Chapter 59 Funds	$

B)	Real Property (the number of separate parcels of property, not a currency amount)	
C)	Computers (the number of computers, not a currency amount)	
D)	Firearms (the number of firearms, not a currency amount)	
E)	Other (the number of items, not a currency amount)	

V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount)	1
B)	Real Property (the number of separate parcels of property, not a currency amount)	
C)	Computers (the number of computers, not a currency amount)	
D)	Firearms (the number of firearms, not a currency amount)	
E)	Other (the number of items, not a currency amount)	2

VI. EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)		Total Salaries Paid out of Chapter 59 Funds	$ 421,604.00
	1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	$ 238,347.00
	2.	Salary Budgeted Solely From Forfeited Funds	$ 183,257.00
	3.	Number of Employees Paid Using Forfeiture Funds	18
B)		Total Overtime Paid out of Chapter 59 Funds	$
	1.	For Employees Budgeted by Governing Body	$
	2.	For Employees Budgeted Solely out of Forfeiture Funds	$
	3.	Number of Employees Paid Using Forfeiture Funds	
C)		Total Equipment Paid for with Chapter 59 Funds	$
	1.	Vehicles	$
	2.	Computers	$
	3.	Firearms, Vests, Personal Equipment	$
	4.	Furniture	$
	5.	Software	$
	6.	Maintenance Costs	$
	7.	Uniforms	$

	1.	Building Purchase	$
	2.	Lease Payments	$
	3.	Remodeling	$
	4.	Maintenance Costs	$
	5.	Utilities	$
	6.	Other (Provide Detail on Additional Sheet)	$
J)		Total Miscellaneous Fees Paid Out of Chapter 59 Funds	$
	1.	Court Costs	$ 4,668.00
	2.	Filing Fees	$
	3.	Insurance	$
	4.	Witness Fees	$
	5.	Audit Costs and Fees	$
	6.	Other (Provide Detail on Additional Sheet) see Attachment B	$ 7,875.00
K)		Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report) see Attachment C	$ 30,000.00
L)		TOTAL EXPENDITURES	$ 464,147.00

NOTE: If your Agency is governed by a Commissioner's Court or City Council BOTH CERTIFICATIONS NEED TO BE COMPLETED.

CERTIFICATION

COUNTY JUDGE, MAYOR or CITY MANAGER (Printed Name): Ramon Garcia, Hidalgo County Judge

SIGNATURE: _____

DATE: _____

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

CERTIFICATION

AGENCY HEAD (Printed Name): Rene Guerra, County District Attorney

SIGNATURE: _____

DATE: _____

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____

Notary Public in and for the State of Texas

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348

E-mail: kent.richardson@oag.state.tx.us

ATTACHMENT A

OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer is sworn to by a peace officer employed by the agency. If property is sold, or is to be sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II(D) in the reporting year in which the proceeds are received.

Please note- this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use	SEIZED	FORFEITED AGENCY	RETURNED TO DEFENDANTS/ RESPONDENTS	PUT INTO USE BY AGENCY
5) Other Property - Description:	77	69	4	6

Seized	Forfeited	Case Number	Seized Item	Other Description	Seized Date	Task Force Case No.	Agent	Status	Date Awarded
1		3153-10-E	MILLER BOBCAT WELDER	LG083099	09/14/10	09-08-015	RUDY RODRIGUEZ	PENDING	
2		3153-10-E	MAHINDRA 6000 TRACTOR & LOADER	RP3360-25	09/14/10	09-08-015	RUDY RODRIGUEZ	PENDING	
3		3153-10-E	2008 KAWASKI BAYOU	JKALKMA134B525844	09/14/10	09-08-015	RUDY RODRIGUEZ	PENDING	
4		3153-10-E	2008 KAWASKI BAYOU	JKALFMA164B529371	09/14/10	09-08-015	RUDY RODRIGUEZ	PENDING	
5		3153-10-E	2001 CM CATTLE TRAILER	LP-DPF-L56	09/14/10	09-08-015	RUDY RODRIGUEZ	PENDING	
6		3153-10-E	TWO (2) 9MM GLOCK MAGAZINE CLIPS	31 ROUND CAPACITY	09/14/10	09-08-015	RUDY RODRIGUEZ	PENDING	
7		3153-10-E	TWO (2) 9MM TAURUS MAGAINZE CLIPS		09/14/10	09-08-015	RUDY RODRIGUEZ	PENDING	
8		3153-10-E	ONE (1) SKS DRUM TUPE MAGAINE		09/14/10	09-08-015	RUDY RODRIGUEZ	PENDING	
9		3153-10-E	SIXTY THREE (63) 12 GAUGE RIO SHOTGUN SHELLS		09/14/10	09-08-015	RUDY RODRIGUEZ	PENDING	
10		3153-10-E	ONE(1) REMINGTON 20 GAUGE SHOTGUN SHELLS		09/14/10	09-08-015	RUDY RODRIGUEZ	PENDING	
11	1	1389-10-I	2009 KAWASAKI TERYX 750	JKARFDL169B500242	04/21/10	06-11-010	R. RICH	CLOSED	08/31/10
			SIXTY (66) MISCELLANEOUS POWER TOOLS	POWER TOOLS	03/15/10	10-03-010	G.MARTINEZ	CLOSED	09/29/10
12	1	0903-10-J	BLACK & DECKER 9.6. VOLT CORDLESS DRILL				G.MARTINEZ	CLOSED	09/29/10
13	2	0903-10-J	BLACK & DECKER 9.6. VOLT CORDLESS DRILL				G.MARTINEZ	CLOSED	09/29/10
14	3	0903-10-J	BLACK & DECKER 9.6. VOLT CORDLESS DRILL				G.MARTINEZ	CLOSED	09/29/10
15	4	0903-10-J	BLACK & DECKER 9.6. VOLT CORDLESS DRILL				G.MARTINEZ	CLOSED	09/29/10
6	5	0903-10-J	BLACK & DECKER 9.6. VOLT CORDLESS DRILL				G.MARTINEZ	CLOSED	09/29/10
17	6 / 1	0903-10-J	ELECTRIC BLOWER MULCHER				G.MARTINEZ	TF USE	09/29/10
18	7	0903-10-J	ELECTRIC BLOWER MULCHER				G.MARTINEZ	CLOSED	09/29/10
19	8	0903-10-J	3 PIECE VAULE PAINTING KIT				G.MARTINEZ	CLOSED	09/29/10
20	9	0903-10-J	3 PIECE VAULE PAINTING KIT				G.MARTINEZ	CLOSED	09/29/10
21	10	0903-10-J	3 PIECE VAULE PAINTING KIT				G.MARTINEZ	CLOSED	09/29/10
22	11	0903-10-J	3 PIECE VAULE PAINTING KIT				G.MARTINEZ	CLOSED	09/29/10
23	12	0903-10-J	3 PIECE UTILITY PAINT KIT				G.MARTINEZ	CLOSED	09/29/10
24	13	0903-10-J	3 PIECE UTILITY PAINT KIT				G.MARTINEZ	CLOSED	09/29/10
25	14	0903-10-J	CHIP BRUSH 6 PACK				G.MARTINEZ	CLOSED	09/29/10
26	15	0903-10-J	CHIP BRUSH 6 PACK				G.MARTINEZ	CLOSED	09/29/10
27	16	0903-10-J	CHIP BRUSH 6 PACK				G.MARTINEZ	CLOSED	09/29/10
28	17	0903-10-J	PORTER CABLE 1/4 SHEET PALM SANDER				G.MARTINEZ	CLOSED	09/29/10
29	18	0903-10-J	PORTER CABLE 1/4 SHEET PALM SANDER				G.MARTINEZ	CLOSED	09/29/10
30	19	0903-10-J	PORTER CABLE 7.5 AMP. 41/2 INCH SMALL ANGLE GRINDER				G.MARTINEZ	CLOSED	09/29/10
31	20	0903-10-J	PORTER CABLE 7.5 AMP. 41/2 INCH SMALL ANGLE GRINDER				G.MARTINEZ	CLOSED	09/29/10
32	21	0903-10-J	PORTER CABLE 7.5 AMP. 41/2 INCH SMALL ANGLE GRINDER				G.MARTINEZ	CLOSED	09/29/10
33	22	0903-10-J	PORTER CALBE 18 VOLT GRINDER				G.MARTINEZ	CLOSED	09/29/10
34	23	0903-10-J	BLACK & DECKER 9.6 VOLT DRILL				G.MARTINEZ	CLOSED	09/29/10
35	24	0903-10-J	12 PIECE FORM BRUSH SET				G.MARTINEZ	CLOSED	09/29/10
36	25	0903-10-J	12 PIECE FORM BRUSH SET				G.MARTINEZ	CLOSED	09/29/10
37	26	0903-10-J	12 PIECE FORM BRUSH SET				G.MARTINEZ	CLOSED	09/29/10
38	27 / 2	0903-10-J	KIDDE FIRE EXTINGUSHER				G.MARTINEZ	TF USE	09/29/10
39	28 / 3	0903-10-J	KIDDE FIRE EXTINGUISHER				G.MARTINEZ	TF USE	09/29/10
40	29	0903-10-J	6 PACK GENERAL PURPOSE PAINT ROLLER				G.MARTINEZ	CLOSED	09/29/10
41	30	0903-10-J	6 PACK GENERAL PURPOSE PAINT ROLLER				G.MARTINEZ	CLOSED	09/29/10
42	31	0903-10-J	6 PACK GENERAL PURPOSE PAINT ROLLER				G.MARTINEZ	CLOSED	09/29/10
3	32	0903-10-J	16 GAUGE OUTDOOR LIGHT-DUTY CORD				G.MARTINEZ	CLOSED	09/29/10
44	33	0903-10-J	16 GAUGE OUTDOOR LIGHT-DUTY CORD				G.MARTINEZ	CLOSED	09/29/10
45	34	0903-10-J	PAINT BRUSHE				G.MARTINEZ	CLOSED	09/29/10
46	35	0903-10-J	PAINT BRUSHE				G.MARTINEZ	CLOSED	09/29/10
47	36	0903-10-J	PAINT BRUSHE				G.MARTINEZ	CLOSED	09/29/10
48	37	0903-10-J	PAINT BRUSHE				G.MARTINEZ	CLOSED	09/29/10

Seized	Forfeited	Case Number	Seized Item	Other Description	Seized Date	Task Force Case No.	Agent	Status	Date Awarded
49	38	0903-10-J	BLACK & DECKER 12 VOT CORDLESS DRILL				G.MARTINEZ	CLOSED	09/29/10
50	39	0903-10-J	BLACK & DECKER 12 VOT CORDLESS DRILL				G.MARTINEZ	CLOSED	09/29/10
51	40	0903-10-J	BLACK & DECKER 12 VOT CORDLESS DRILL				G.MARTINEZ	CLOSED	09/29/10
52	41	0903-10-J	BLACK & DECKER 12 VOT CORDLESS DRILL				G.MARTINEZ	CLOSED	09/29/10
53	42	0903-10-J	BLACK & DECKER 12 VOT CORDLESS DRILL	TRANSFER TO DA'S OFFICE			G.MARTINEZ	TRANSFER	09/29/10
54	43 / 4	0903-10-J	BLACK & DECKER 12 VOT CORDLESS DRILL				G.MARTINEZ	TF USE	09/29/10
55	44	0903-10-J	TASK FORCE 1600 PSI ELECTRIC POWER WASHER				G.MARTINEZ	CLOSED	09/29/10
56	45 / 5	0903-10-J	TASK FORCE 1600 PSI ELECTRIC POWER WASHER				G.MARTINEZ	TF USE	09/29/10
57	46	0903-10-J	REAL ORGANIZED 4 TIER SHELVING UNIT				G.MARTINEZ	CLOSED	09/29/10
58	47	0903-10-J	REAL ORGANIZED 5 TIER SHELVING UNIT				G.MARTINEZ	CLOSED	09/29/10
59	48	0903-10-J	REAL ORGANIZED 5 TIER SHELVING UNIT				G.MARTINEZ	CLOSED	09/29/10
60	49	0903-10-J	HUSHY 2.5 GALLON WET DRY VACCUM				G.MARTINEZ	CLOSED	09/29/10
61	50	0903-10-J	HUSHY 2.5 GALLON WET DRY VACCUM				G.MARTINEZ	CLOSED	09/29/10
62	51	0903-10-J	HUSHY 2.5 GALLON WET DRY VACCUM				G.MARTINEZ	CLOSED	09/29/10
63	52	0903-10-J	HUSHY 2.5 GALLON WET DRY VACCUM				G.MARTINEZ	CLOSED	09/29/10
64	53	0903-10-J	HUSHY 2.5 GALLON WET DRY VACCUM				G.MARTINEZ	CLOSED	09/29/10
65	54	0903-10-J	HUSHY 2.5 GALLON WET DRY VACCUM	TRANSFER TO DA'S OFFICE			G.MARTINEZ	TRANSFER	09/29/10
66	55	0903-10-J	RYOBI 13 AMP CURCULAR SAW				G.MARTINEZ	CLOSED	09/29/10
67	56	0903-10-J	RYOBI 13 AMP CURCULAR SAW				G.MARTINEZ	CLOSED	09/29/10
68	57	0903-10-J	RYOBI 13 AMP CURCULAR SAW				G.MARTINEZ	CLOSED	09/29/10
69	58	0903-10-J	RYOBI 12 AMP CURCULAR SAW				G.MARTINEZ	CLOSED	09/29/10
70	59	0903-10-J	RYOBI 12 AMP CURCULAR SAW				G.MARTINEZ	CLOSED	09/29/10
71	60	0903-10-J	BLACK & DECKER VARIABLE SPEED DRILL				G.MARTINEZ	CLOSED	09/29/10
72	61	0903-10-J	BLACK & DECKER VARIABLE SPEED DRILL				G.MARTINEZ	CLOSED	09/29/10
73	62	0903-10-J	BLACK & DECKER VARIABLE SPEED DRILL				G.MARTINEZ	CLOSED	09/29/10
74	63	0903-10-J	BLACK & DECKER VARIABLE SPEED DRILL				G.MARTINEZ	CLOSED	09/29/10
75	64	0903-10-J	BLACK & DECKER VARIABLE SPEED DRILL				G.MARTINEZ	CLOSED	09/29/10
76	65	0903-10-J	BLACK & DECKER VARIABLE SPEED DRILL				G.MARTINEZ	CLOSED	09/29/10
7	66	0903-10-J	BLACK & DECKER VARIABLE SPEED DRILL				G.MARTINEZ	CLOSED	09/29/10
	1	3614-09-B	MEN'S BLACK MOVADO WATCH	WATCH	12/15/09	10-03-019	Roger	RETURNED	06/17/10
	2	3623-09-H	ONE (1) TV PANASONIC LCD	SN#MA91971037	12/08/09	9-12-009	Juan	RETURNED	07/13/10
	3	3623-09-H	TREADMILL, HORIZON	SN#SNTM204F06111659	12/08/09	9-12-009	Juan	RETURNED	07/13/10
	4	3623-09-H	PLAY STATION 3,	SN#CG214036826-CDCH-2001A	12/08/09	9-12-009	Juan	RETURNED	07/13/10
	2 / 6	3623-09-H	ONE (1) GPS GARMIN NUVI	SN#1ED263570	12/08/09	9-12-009	Juan	TF USE	07/13/10
	3	3623-09-H	TWO (2) MAGAZINES (with gun)		12/08/09	9-12-009	Juan	CLOSED	07/13/10

ATTACHMENT B

VI. EXPENDITURES

J) Total Miscellaneous Fees Paid Out of Chapter 59 Funds **$ 7,875.00**

6. Other (Provide Detail on Additional Sheet)

Court Ordered - Attorney ad litem fees

CERTIFICATE OF DEPOSIT	CAUSE NUMBER	SEIZED AMOUNT	**ATTORNEY AD LITEM FEES**
15075036	C-1946-08-B	$ 6,995.00	**1,500.00**
15078183	C-1468-09-J	$22,200.00	**2,000.00**
5079295	C-3175-09-H	$ 4,450.00	**750.00**
15079422	C-3173-09-B	$ 5,360.00	**750.00**
15080269	C-1010-10-G	$ 6,500.00	**1,000.00**
15080838	C-1933-10-G	$15,520.00	**1,875.00**
	TOTALS		**$ 7,875.00**

ATTACHMENT C

VI. EXPENDITURES

K) Total Other Paid Out of Chapter 59 Funds (provide detailed description on additional sheet(s) and attach to this report)

$ 30,000.00

Funds paid to other law enforcement agencies:

Commissioners' Court Approval	Agency	Amount
03/02/10	McAllen Independent School District Police Department	$ 10,000.00
03/16/10	Hidalgo County Constable Pct 3	$ 10,000.00
11/09/10	McAllen Independent School District Police Department	$ 10,000.00

URBAN COUNTY PROGRAM
CDBG NEIGHBORHOOD STABALIZATION PROGRAM

On October 19, 2010, the US. Department of Housing and Urban Development (HUD) announced the release of a third round of funding made available through the Neighborhood Stabilization Program (NSP3). Hidalgo County – Urban County Program is soliciting comments from the public regarding the proposed activities for the use of the allocated amount of $1,716,924 under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 for the purpose of acquiring, redeveloping and/or demolishing foreclosed properties.

The purpose of the program is to purchase foreclosed or abandoned homes and to rehabilitate, re-sell, or redevelop these homes in order to stabilize neighborhoods and stem the decline of house values of neighboring homes.

As per NSP3 requirements, grantees must use at least 25% of the funds appropriated for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose incomes do not exceed 50% of the area median income (AMI). In addition, all activities funded by NSP must benefit low-and moderate-income persons whose income does not exceed 120% of the area median income.

The proposed budget breakdown is as follows:

Planning and General Administration	$ 171,692	
Purchase/Rehabilitation/Re-sell	$ 429,232	(25% for below 50% AMI)
Purchase/Rehabilitation/Re-sell	$1,116,000	(below 120% AMI)
Total	$1,716,924	

The comment period for the NSP shall begin on **February 4, 2011** and end on **February 21, 2011**.

Written comments can be forwarded to:
Hidalgo County Urban County Program
c/o Diana R. Serna, Director
1916 Tesoro Blvd
Pharr TX 78577

The draft action plan will be posted on the following link: www.co.hidalgo.tx.us/urbancountynsp Public Comments may also be submitted via this link or by calling the Urban County Program office at (956) 787-8127.

PROGRAMA URBANO del CONDADO de HIDALGO
CDBG NEIGHBORHOOD STABILIZATION PROGRAM

El 19 de Octubre de 2010, el U.S. Department of Housing and Urban Development anuncio el lanzamiento de una tercera ronda de financiación disponible a través del Neighborhood Stabilization Program (NSP3). El Condado de Hidalgo –Programa Urbano solicita comentarios del público con respecto a las actividades propuestas para el uso de la cantidad asignada de $1,716,924, bajo el Dodd-Frank Wall Street Reform and Consumer Protections Act of 2010 para el propósito de ayudar con la adquisición reurbanización y demolición de casas abandonadas e hipotecadas.

El propósito del programa es de comprar casas hipotecada o abandonadas y rehabilitar, revender, o perfeccionar estas casas y vecindarios y evitar el descenso de valores de casas vecinas.

De acuerdo con requisitos de NSP3, donantes deben utilizar por lo menos 25% de los fondos apropiado para la compra y la reurbanización de casas abandonadas o hipotecadas o propiedades residenciales que serán utilizados para albergar individuos o familias cuyos ingresos no exceden 50% de los ingresos de área mediana (AMI). Además, todas las actividades financiadas por NSP3 deben beneficiar personas de ingresos bajos y moderados cuyos ingresos no exceden 120% de (AMI).

Propuesta del presupuesto económico es así:

Planeado y Administración General	$ 171,692
Compra de/Rehabilitación/re-vender	$ 429,232 (25% debajo de 50% de AMI)
Compra/Rehabilitación/re-vender	$1,116,000 (debajo de 120% de AMI)
Total	$1,716,924

El período del comentario para el NSP3 empezará el 4 **de Febrero de 2011** y terminará en el **21 de Febrero de 2011**.

Los comentarios escritos pueden ser enviados a:
Condado de Hidalgo
Programa Urbano
Diana R. Serna, Directora
1916 Tesoro Blvd Pharr TX 78577

Para más información, el plan de acción será publicado en el siguiente enlace www.co.hidaglo.tx.us/urbancountynsp Comentarios públicos también pueden ser enviados a través de este enlace o llamando a la oficina del Condado de Hidalgo – Programa Urbano al (956) 787-8127.

EQUAL HOUSING OPPORTUNITY

AI-25303 **18.B.**

Resolution - Amendment (NSP3)

CC REGULAR

Date:	02/22/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Resolution authorizing approval and submittal of the substantial amendment to the 2010 Hidalgo County Urban County Program One-Year Action Plan to include Round 3 of the Neighborhood Stabilization Program (NSP3) funding for fiscal year 2010 to the US Department of Housing and Urban Development (HUD) and authorize the County Judge as the Chief Executive Officer to act in all matters in connection with this grant.

BACKGROUND

The Urban County Program is requesting authorization to submit the NSP3 substantial amendment plan for Year 2010 to HUD. The action plan budget amendment is as follows:

Planning and General Administration	$ 171,692
Purchase/Rehabilitation/Re-sell	$ 429,232 (25% for below 50% AMI)
Purchase/Rehabilitation/Re-sell	$1,116,000 (below 120% AMI)
Total	$1,716,924

Fiscal Impact

Attachments

Link: resolution

Link: Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/14/2011 10:34 AM	APRV
2	Perla Lopez	Perla Lopez	02/16/2011 09:09 AM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 05:37 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 07:50 AM	APRV

Form Started By: Estella Webber Started On: 02/11/2011 03:20 PM

Final Approval Date: 02/18/2011

RESOLUTION

WHEREAS, the County of Hidalgo Urban County Program has received formal notification of its FY 2010 Allocation for round three of the Neighborhood Stabilization Program (NSP3) from the US Department of Housing and Urban Development (HUD), and

WHEREAS, the FY 2010 allocation for Hidalgo County has been amended to include:

Planning and General Administration	$ 171,692	
Purchase/Rehabilitation/Re-sell	$ 429,232	(25% for below 50% AMI)
Purchase/Rehabilitation/Re-sell	$1,116,000	(below 120% AMI)
Total	$1,716,924	

AND WHEREAS, the County of Hidalgo Urban County Program finds it in the best interest of the County to apply for this funding;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS that the Hidalgo Urban County Program hereby submit its substantial amendment to the FY 2010 One Year Action Plan to the US Department of Housing and Urban Development, and

BE IT FURTHER RESOLVED that the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in round three of the Neighborhood Stabilization Program (NSP3).

PASSED AND APPROVED THIS 22nd DAY OF FEBRUARY 2011

_____

COUNTY JUDGE

ATTEST:

_____

COUNTY CLERK

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approved No. 3076-0006 Version 7/03

		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION:		**3. DATE RECEIVED BY STATE**	State Application Identifier
Application	Pre-application		
☑ **Construction**	☐ **Construction**	**4. DATE RECEIVED BY FEDERAL AGENCY**	Federal Identifier
☐ **Non-Construction**	☐ **Non-Construction**		

5. APPLICANT INFORMATION

Legal Name: HIDALGO COUNTY	**Organizational Unit:** Department: URBAN COUNTY PROGRAM
Organizational DUNS: 103110834	Division: CDBG
Address: Street: 1916 TESORO BLVD	**Name and telephone number of person to be contacted on matters involving this application (give area code)** Prefix: MS / First Name: DIANA
City: PHARR	Middle Name R
County: HIDALGO	Last Name SERNA
State: TEXAS / Zip Code 78577	Suffix:
Country: UNITED STATES	Email: ucp@ucp.co.hidalgo.tx.us
6. EMPLOYER IDENTIFICATION NUMBER *(EIN):* 74-6000717	Phone Number (give area code) 956-787-8127 / Fax Number (give area code) 956-787-5291

8. TYPE OF APPLICATION: ☑ **New** ☐ **Continuation** ☐ **Revision** If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐ Other (specify)	**7. TYPE OF APPLICANT:** (See back of form for Application Types) COUNTY Other (specify) **9. NAME OF FEDERAL AGENCY:** US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14-218 TITLE (Name of Program): COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:** NEIGHBORHOOD STABILIZATION PROGRAM, ROUND 3 (NSP3)
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.):* HIDALGO COUNTY	
13. PROPOSED PROJECT Start Date: April 2011 / Ending Date: March 2014	**14. CONGRESSIONAL DISTRICTS OF:** a. Applicant HIDALGO COUNTY / b. Project NSP3

15. ESTIMATED FUNDING:		**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**
a. Federal	$ 1,716,924.00	a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant	$ .00	
c. State	$ .00	
d. Local	$ .00	b. No. ☑ PROGRAM IS NOT COVERED BY E. O. 12372
e. Other	$ .00	☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
f. Program Income	$ .00	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
g. TOTAL	$ 1,716,924.00	☐ Yes If "Yes" attach an explanation. ☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix	First Name: RAMON	Middle Name
Last Name: GARCIA		Suffix
b. Title: HIDALGO COUNTY JUDGE		c. Telephone Number (give area code): 956-318-2600
d. Signature of Authorized Representative		e. Date Signed

Previous Edition Usable
Authorized for Local Reproduction

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

AI-25361 **18.C.**

El Charro No 2 Subdivision-Inca Drive (mail boxes)

CC REGULAR

Date:	02/22/2011
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 2, is requesting authority to purchase mail boxes material (total of 55 mail boxes) for the residents at the El Charro No. 2 Subdivision – Inca Drive. Purchase will be made from Home Depot (contract # 05091) an approved vendor through Hidalgo County's membership and participation with Cooperatives vendor's list. The total amount of the purchase is $1,791.78 (quotes attached), as requested by the Hidalgo County Precinct No. 2 for the El Charro No. 2 Subdivision – Inca Drive utilizing UCP FY 21 (2008) Street Improvements line item.

BACKGROUND

The mail boxes material (total of 55 mail boxes) purchased will be installed for the residents at the El Charro No. 2 Subdivision – Inca Drive located in the Precinct No. 2 area.

Vendor:	Home Depot
Purchase Amount:	$1,791.78
Funds Available:	$17,607.70 - FY 21 (2008) - Street Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 21 (2008) Street Improvement funds will be utilized for the purchase of mail boxes material for the residents at El Charro No. 2 Subdivision - Inca Drive.

Attachments

Link: Purchase 55 mail boxes

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/16/2011 11:15 AM	APRV

2	Perla Lopez	Perla Lopez	02/17/2011 08:53 AM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 03:44 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 08:10 AM	APRV

Form Started By: Hilda Bazan Started On: 02/16/2011 08:31 AM

Final Approval Date: 02/18/2011

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: US Communities **Person Contacted:** Rocky Benavides

Purchase #1 **Vendor Name:** Home Depot #0506 **Contract No. :** 05091 **Phone:** 956-994-1419

Quantity	Description of Items	Price per Unit	Total Amount
55 Each	T1 ribbed mailbox silver	$9.97	$548.35
55 Each	Mailbox post – fancy treated	$19.97	$1,098.35
28 Each	80lb. quickrete concrete mix	$3.35	$93.80
2 Box	1-1/4 " PG 10 Extrerior Screws 5 lb	$25.64	$51.28

TOTAL:	$1,791.78

Recommendation:

Requested by: Date 2/15/2011 **UCP Approval:** Date 2/15/11

QUOTE

Store 0506 MCALLEN
409 N JACKSON
PHARR, TX 78577

Phone: (956) 994-1419
Salesperson: CME94M
Reviewer:

 No. 0506-242213

QUOTE

2011-02-15 13:14

will honor this price up to 2/26/2011 R. Benavidez

Prices Valid Thru: 02/25/2011

SOLD TO

Name	HIDALGO COUNTY PCT. 2 EARL PALACIOS	Home Phone	(956) 457-5627
Address	301 E STATE	Work Phone	(956) 787-1891
		Company Name	
City	PHARR	Job Description	NEEDS --P O --
State	TX	Zip	78577
County	HIDALGO		

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W05 SKU # 515-664 Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
R01	139-947	55.00	EA	T1 RIBBED MAILBOX SILVER /	N	$9.97	$548.35
R02	866-628	55.00	EA	MAILBOX POST - FANCY TREATED /	N	$19.97	$1,098.35
R03	169-765	28.00	EA	80LB. QUIKRETE CONCRETE MIX /	N	$3.35	$93.80
R04	131-537	2.00	BX	1-1/4" PG 10 EXTERIOR SCREW 5 LB /	N	$25.64	$51.28

SCHEDULED PICKUP DATE: 02/15/2011

MERCHANDISE TOTAL: $1,791.78

END OF CUSTOMER PICKUP - REF #W05

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

ORDER TOTAL	$1,791.78
SALES TAX	$0.00
TOTAL	$1,791.78
BALANCE DUE	$1,791.78

END OF ORDER No. 0506-242213

TERMS AND CONDITIONS

NOT VALID FOR MERCHANDISE CARRY-OUT

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

Rocky Benavidez
Contractor Services Supervisor

409 N. Jackson Road
Pharr/McAllen, Texas 78577

(956)994-1419 Ext. 385 or 462
Fax (956)992-7332
www.homedepot.com

Customer Copy

WILL CALL

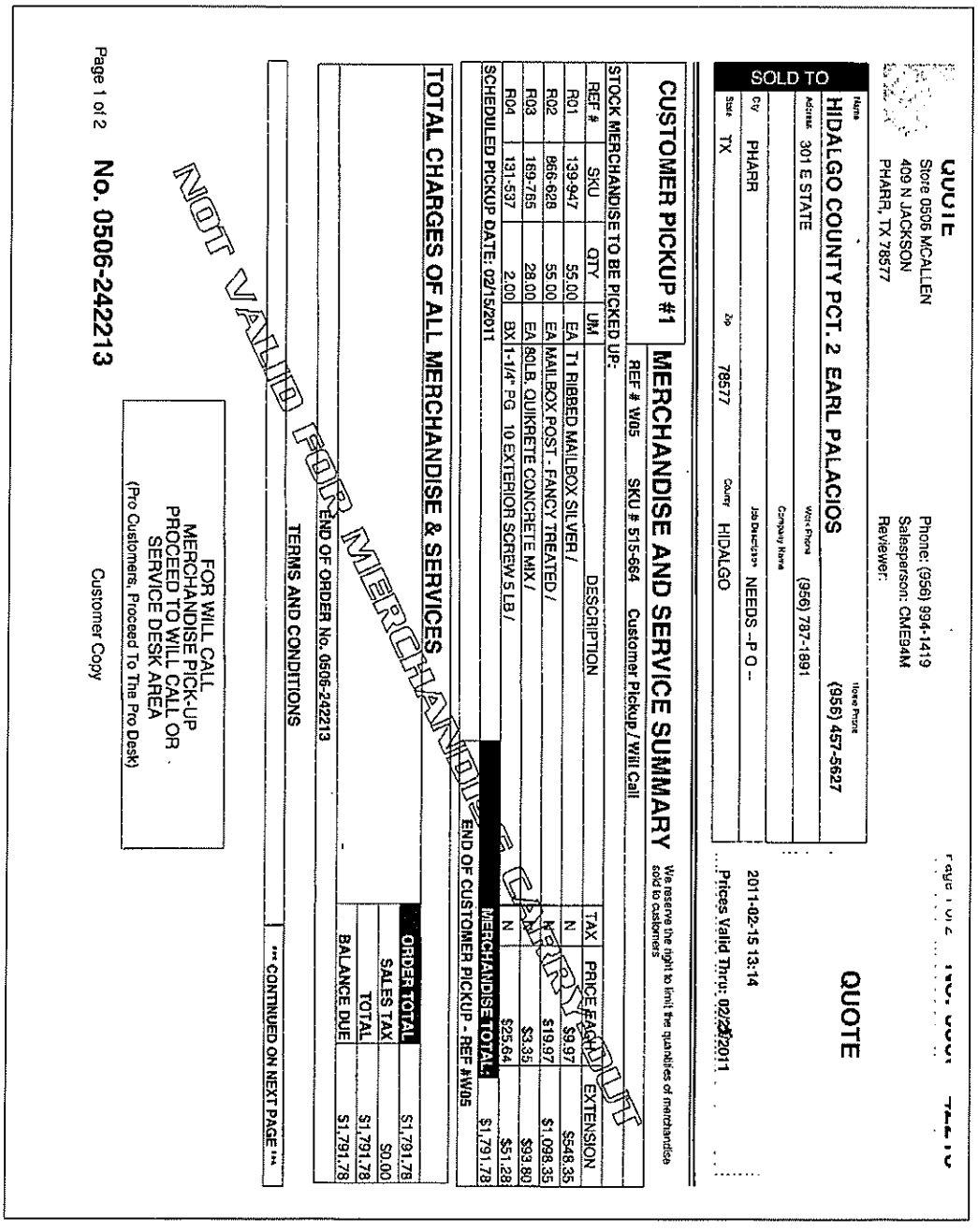
Will Call items will be held in the store for 7 days. For Will Call merchandise pick up, proceed to Will Call/Service Desk area(Pro Customers, proceed to the Pro Desk).

Returns: A 15% restocking fee applies to the return of regular special orders, i.e., special orders merchandise that is not custom made. Special orders that are custom uniquely designed or fitted to accommodate the requirements of a particular space or environment (some examples are cabinetry, countertops, floor and wall coverings, and window treatments) are non-returnable. Exceptions: Cancellations made by midnight on the third business day after the date of Your purchase; merchandise incorrectly ordered by Home Depot or by Professional; or merchandise damaged beyond repair in delivery or by Professional. Unless otherwise specified in this Agreement, all returns must be made within Home Depot's posted time frame.

Transmission Log

0506PRODESK Tuesday, 2011-02-15 16:01 9569927332

Date	Time	Type	Job #	Length	Speed	Station Name/Number	Pgs	Status
2011-02-15	16:00	SCAN	00965	0:56	14400	Hidalgo County	2	OK -- V.17 AR30



QUOTE

Store 0506 MCALLEN
409 N JACKSON
PHARR, TX 78577

Phone: (956) 994-1419
Salesperson: CME94M
Reviewer:

QUOTE

SOLD TO

HIDALGO COUNTY PCT. 2 EARL PALACIOS
301 E STATE
PHARR TX 78577
HIDALGO

Home Phone (956) 457-5627
Work Phone (956) 787-1891
Company Name
Job Description NEEDS --P O --

2011-02-15 13:14

Prices Valid Thru: 02/28/2011

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W05 SKU # 515-664 Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:

REF #	SKU	QTY	U/M	DESCRIPTION	TAX	PRICE EACH	EXTENSION
R01	139-947	55.00	EA	T1 RIBBED MAILBOX SILVER /	N	$9.97	$548.35
R02	866-628	55.00	EA	MAILBOX POST - FANCY TREATED /	N	$19.97	$1,098.35
R03	169-765	28.00	EA	80LB. QUIKRETE CONCRETE MIX /	N	$3.35	$93.80
R04	131-537	2.00	BX	1-1/4" PG. 10 EXTERIOR SCREW 5 LB /	N	$25.64	$51.28

SCHEDULED PICKUP DATE: 02/15/2011 MERCHANDISE TOTAL: $1,791.78

END OF CUSTOMER PICKUP - REF #W05

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

ORDER TOTAL	$1,791.78
SALES TAX	$0.00
TOTAL	$1,791.78
BALANCE DUE	$1,791.78

END OF ORDER No. 0506-242213

TERMS AND CONDITIONS

** CONTINUED ON NEXT PAGE **

NOT VALID FOR MERCHANDISE CARRY OUT

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

Page 1 of 2 No. 0506-242213

Customer Copy

P 1/1
Hidalgo County
9569927332 >>
2011-02-11 17:37 0506PRODESK

QUOTE

Store 0506 MCALLEN
409 N JACKSON
PHARR, TX 78577

Phone: (956) 994-1419
Salesperson: CME94M
Reviewer:

 No. 0506 42213

SOLD TO

Name: **HIDALGO COUNTY PCT. 2 YOLANDA CISNEROS**
Home Phone: **(956) 457-5627**
Address: 301 E STATE
Work Phone: (956) 787-1891
Company Name:
City: PHARR
Job Description: NEEDS --P O --
State: TX Zip: 78577 County: HIDALGO

QUOTE

2011-02-11 14:31

Prices Valid Thru: 02/18/2011

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W05 SKU # 515-664 Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
R01	139-947	55.00	EA	T1 RIBBED MAILBOX SILVER /	N	$9.97	$548.35
R02	866-628	55.00	EA	MAILBOX POST - FANCY TREATED /	N	$19.97	$1,098.35
R03	169-765	28.00	EA	80LB. QUIKRETE CONCRETE MIX /	N	$3.35	$93.80
R04	131-537	2.00	BX	1-1/4" PG 10 EXTERIOR SCREW 5 LB /	N	$25.64	$51.28

SCHEDULED PICKUP DATE: 02/11/2011

MERCHANDISE TOTAL: $1,791.78

END OF CUSTOMER PICKUP - REF #W05

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

ORDER TOTAL	$1,791.78
SALES TAX	$0.00
TOTAL	$1,791.78
BALANCE DUE	$1,791.78

END OF ORDER No. 0506-242213

TERMS AND CONDITIONS

*** CONTINUED ON NEXT PAGE ***

NOT VALID FOR MERCHANDISE CARRYOUT

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

FEB 11 2011

 No. 0506-242213

Customer Copy

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	04/01/2010 - 03/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
1/18/2011	Cartridge World	Office Paper Products	293-08	5/1/2008-4/30/11
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08	4/1/2008 - 3/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Commercial Security Integration	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
9/07/2010	Facilities Solutions Group	Energy Saving Lighting Products	290-08	4/1/2008-3/31/2011
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	07/01/2010 - 06/30/2013

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2011
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2010
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669	12/31/2005-12/31/2010
	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679	5/31/2006-5/31/2011
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

AI-25345 **18.D.**

Disposal of HOME records

CC REGULAR

Date:	02/22/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authority to dispose of HOME records that have met record retention requirements per 24 CFR 92.508(c)(2).

BACKGROUND

The record retention regulation, 24 CFR 92.508(c)(2), for HOME assisted clients states: "For homeownership housing projects, records may be retained for five (5) years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates."

The affordability maturity dates for all HOME assisted client files submitted for disposal, range from 2002 to 2005. These records have been maintained as set forth under 24 CFR 92.508(c)(2) "for five years after the affordability terminates." (see attached list)

Fiscal Impact

Attachments

Link: List of HOME Records

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2011 08:57 AM	APRV
2	Perla Lopez	Perla Lopez	02/17/2011 08:43 AM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 05:37 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 08:10 AM	APRV

Form Started By: Estella Webber — Started On: 02/15/2011 04:08 PM

Final Approval Date: 02/18/2011

HIDALGO COUNTY URBAN COUNTY PROGRAM
HOME BUYER ASSISTANCE PROGRAM
END FIVE-YEAR RETENTION PERIOD
HUD NUMBERS 682 TO 3591

HUD #	Name	Contract Date	Maturity Date	Loan Amt	Legal Description
682	Ernesto Chavira	3/13/97	3/12/02	$ 3,000.00	Lot 16 Villas Del Sur Subdivision an addition to the City of Mission Vol 27 pg 148
683	Ignacio Lopez	3/19/97	3/18/02	$ 3,000.00	Lot 4, Merced Subdv, Unit 1, Hid Co TX according to map thereof rec in Vol 30, Pg 185A, map rec of Hid Co TX 612438
684	Maria Reyes	3/24/97	3/23/02	$ 3,000.00	to the City of San Juan Hid Co TX as per map or plat thereof rec in Vol 29, Pg 94, map records Hid Co TX 618355
689	Cynthia Gamez	3/25/97	3/24/02	$ 3,000.00	Subdv Unit 2, an addition to the City of Mercedes Hid Co TX according to the amended map rec in Vol 29, Pg 140-A, map
690	Mauro Jasso	3/27/97	3/26/02	$ 3,000.00	Lot 12, Beretta Estates, Vol 27, Pg 17B... 637286
691	Isaac Medina	4/2/97	4/1/02	$ 3,000.00	Lot 50, Tom Gill Subd., Hidalgo Co TX as per map our plat thereof recorded in Vol 30, Pg 136, Map Rec Hid Co TX (DOT 616891)
692	Eduardo Garza	4/7/97	4/6/02	$ 3,000.00	Co TX, as per map or plat thereof recorded in Vol 30, Pg 200, map rec Hid Co TX. (DOT 616733)
693	Isidro Rodriguez	4/7/97	4/6/02	$ 3,000.00	addition to the City of Edinburg, Hid Co TX according to map thereof recorded in Vol 31, Pg 183, map records of Hid Co TX. (DOT
694	Mitchel Gonzalez	4/10/97	4/9/02	$ 3,000.00	addition to the City of San Juan Hid Co TX according to the map rec in Vol 29, Pg 94, map records in the Office of the CC of Hid Co
695	Jose Rodriguez	4/9/97	4/8/02	$ 3,000.00	addition to the City of Hidalgo, Hid Co TX as per map or plat thereof recorded in Vol 21, Pg 135, map records Hid Co TX. (DOT 632596)
696	Cristobal Vela	4/9/97	4/8/02	$ 3,000.00	TX according to the map of plat thereof in Vol 28, Pg 114A, map records of Hid Co TX. (DOT 630573)
747	Jose Orozco	4/23/97	4/22/02	$ 3,000.00	according to the map or plat thereof recorded in Vol 21, Pg 97, map records Hid Co TX. (DOT 603148)
1136	Candelario Sanchez	5/12/97	5/11/02	$ 3,000.00	Lot 3, Blk, Tower Rd Estates Hid Co TX according to map thereof rec in Vol 20, Pg 134, map rec of Hid Co TX. 614495

1137	Duvelsa Solis	5/19/97	5/18/02	$ 3,000.00	addition to the City of Alton, Hid Co. TX according to the map rec in Vol 32, Pg 8, map rec in the office of the CC Hid Co TX.
1139	Alfonso Hernandez	5/9/97	5/8/02	$ 3,000.00	being a resubd. of sixty acres of Lots 1, 2, 3, & 4 in Blk 18 of the La Donna Tract, Hid Co TX as shown on the map or plat rec in Book
1144	Francisco Rodriguez	4/15/97	4/14/02	$ 3,000.00	the City of Alamo Hid Co TX according to the map rec in Vol 19, Pg 26, map rec in the office of the CC of Hid Co TX. 603140
1158	Leandro Salinas	5/20/97	5/19/02	$ 3,000.00	Lot 4, Mata Subd. Hid Co TX as per map or plat thereof rec in Vol 24, Pg 27, map rec Hid Co TX 616890
1181	Rosario Garza	6/2/97	6/1/02	$ 3,000.00	Southeast corner of Tract #6 said point being North 81 degrees 35 minutes West a distance of 838.95 feet from the Southeast corner of
1258	Ricardo Garza	6/6/97	6/5/02	$ 3,000.00	addition to the City of San Juan Hid Co. TX as per map or plat thereof rec in Vol 31, Pg 16, map rec Hid Co TX. 670895
1260	Eliud M Balderas	6/5/97	6/4/02	$ 3,000.00	Lot 13, 3 Diamond Subd Unit 1, Hid Co TX according to map thereof rec in Vol 27, Pg 187A map rec of Hid Co TX 612433
1287	Carlos Reyna	4/30/97	4/29/02	$ 3,000.00	All of Lot 25, Tierra Estates #2, addition to City of Alton, Vol 24, Pg 152-A... 625629
1312	Theodora Avila	6/3/97	6/2/02	$ 3,000.00	an addition to the City of San Juan Hid Co TX according to the map or plat thereof rec in Vol 22, Pg 65, map rec Hid Co TX. 611686
1314	Gilberto Saldana	5/27/97	5/26/02	$ 3,000.00	Lot 11 Country Village Subd. #1, Hid Co TX... No Docs in File
1315	Jose I Villarreal	6/19/97	6/18/02	$ 3,000.00	Lot 6&7 Blk 2 Las Cuevas Subd., Hid Co TX according to map thereof rec in Vol 19, Pg 161, map rec of Hid Co TX 631115
1316	Juan R Salinas	6/2/97	6/1/02	$ 3,000.00	Lot 10 Bar Subdv Unit #2 Hid Co. TX per map or plat thereof rec in Vol 22, Pg 85 map rec Hid Co TX 610876
1317	Maria E Silva	6/18/97	6/17/02	$ 3,000.00	Phase I, Hid Co.TX according to map or plat thereof rec in Vol 30, Pg 20A Map rec Hi Co TX. 630899
1318	Daniel Barroso	6/12/97	6/11/02	$ 3,000.00	All of Lot 25, Closner Estates /subd., Hid Co TX according to map or plat thereof rec in Vol 23, Pg 85, map rec Hid Co TX 623425

1319	Anthony W Phillips	6/20/97	6/19/02	$ 3,000.00	All of Lot 1, La Homa Acres, Vol 25, Pg 119.. 612763
1321	Pedro Torres Jr	6/18/97	6/17/02	$ 3,000.00	Lot 162, Valle Alto Subd., addition to City of Hidalgo, Vol 21, Pg 178... 633493
1356	Arnulfo I Villanueva	6/25/97	6/24/02	$ 3,000.00	Lot 9 South Minnesota Road Subd. #3, Hid Co TX according to the map thereof rec in Vol 23, Pg 39, map rec of Hid Co TX 616859
1357	Eraclio Acosta Sr	6/25/97	6/24/02	$ 3,000.00	City of San Juan, Hid Co TX according to map thereof recorded in Vol 27, Pg 119, map rec of Hid Co TX 633412 & 641182
1358	Jose E Mendoza	7/1/97	6/30/02	$ 3,000.00	to the City of Mercedes Hid Co TX as per map or plat thereof rec in Vol 15, Pg 26 map rec Hid Co TX. 623130
1359	Ernesto Vasquez	7/2/97	7/1/02	$ 3,000.00	an addition to the City of La Joya Hid County TX, according to the map or plat thereof rec in Vol 29, Pg 68, map rec Hid Co TX 616643
1360	Ernesto Olivares	7/3/97	7/2/02	$ 3,000.00	No Docs in File
1373	Eri Castaneda	6/2/97	6/1/02	$ 3,000.00	of Blk 13 and the East 114.50 feet of the South 50.00 feet of Blk 8 San Carlos Homesites Hid Co TX according to the map or
1374	Oscar N Gonzalez	5/27/97	5/26/02	$ 3,000.00	Lot 89, Piquito De Oro, Hid Co TX as per map or plat thereof rec in Vol 22, Pg 124, map rec Hid Co TX 631094
1375	Eddie Luevano	10/20/97	10/19/02	$ 3,000.00	City of Weslaco Hid Co TX according to map or plat thereof rec in Vol 22, Pg 40, map rec of Hid Co TX.
1376	Veronica Flores	6/13/97	6/12/02	$ 3,000.00	Lot 13, Saratoga Terrace Unit # 2 addition to City of Edinburg Vol 25, Pg 188A... 639561
1377	Florinda Ambriz	7/9/97	7/8/02	$ 3,000.00	Co TX according to map or plat thereof rec in Vol 26, Pg 137A map rec of Hid Co TX. 644562
1378	Sonia Cuellar	7/9/97	7/8/02	$ 3,000.00	Hid Co TX according to revised map thereof rec in Vol 15, Pg 33, map rec Hid Co TX 618753
1379	Elena Reyes	7/10/97	7/9/02	$ 3,000.00	Townsite of Alamo Hidalgo Co TX according to map thereof rec in Vol 29 Pg 164, map rec of Hid Co TX 618427

1412	Ernesto De La Rosa	7/17/97	7/16/02	$ 3,000.00	Gardens Unit #3, Hid Co TX according to the map rec in Vol 9, Pg 3, map rec in the Office of the CC Hid Co TX 620080
1413	Silvia Cantu	7/15/97	7/14/02	$ 3,000.00	according to the map rec in Vol 30, Pg 70B, map rec in the office of the CC Hid Co TX645827
1415	Heriberto Urbano	7/16/97	7/15/02	$ 3,000.00	addition to the City of Palmview Hid Co TX according to map thereof rec in Vol 23, Pg 90, map rec of Hid Co TX 640191
1416	Jose D Moncada	7/18/97	7/17/02	$ 3,000.00	Lot 5, Blk 1, Redbud Estates #1 Hid Co TX as per map or plat thereof rec in Vol 31 Pg 183 map rec Hid Co TX 635601
1417	Jose M Dominguez	7/18/97	7/17/02	$ 3,000.00	the City of San Juan Hid Co TX according to map thereof rec in Vol 24, Pg 58, Hid Co TX Vol 24, Pg 58...633912
1418	Elizabeth Pecina	7/18/97	7/17/02	$ 3,000.00	Lot 6, Blk 2, Redbud Estates No 1 Hid Co TX per map or plat thereof rec in Vol 31 Pg 183 map rec Hid Co TX 634585
1419	Ruben Browning	7/18/97	7/17/02	$ 3,000.00	No DOT in File
1420	Walter T. Silvey	7/17/97	7/16/02	$ 3,000.00	the City of San Juan Hid Co TX according to the map thereof rec in Vol 24, Pg 58, map rec Hid Co TX 632841
1421	Julian Balderas	7/18/97	7/17/02	$ 3,000.00	the City of San Juan Hid Co TX as per map of plat rec in Vol 24, Pg 107B map rec Hid Co TX 617213
1422	Jose L Chapa	7/21/97	7/20/02	$ 3,000.00	the City of Mission Hid Co TX according to map thereof rec in Vol 28, Pg 167A map rec of Hid Co TX 644505
1423	Nieves Rocha Jr	7/22/97	7/21/02	$ 3,000.00	All of Lot 19, Twin Lake Subd., Vol 25, Pg 50 A... 638379
1424	Hilario Del Valle	7/17/97	7/16/02	$ 3,000.00	Lot 157, Las Villas Del Rio Phase II-A, an addition to the City of Hidalgo Hid Co TX Vol 30 Pg 68... 619149
1443	Lidia Torres	7/23/97	7/22/02	$ 3,000.00	Lot 16, Falcon Heights Subd., an addition to the City of Alton, Vol 20, Pg 162... 644197
1444	Joseph Espericueta	7/15/97	7/14/02	$ 3,000.00	Lot 10, Blk 47, Original Townsite of La Villa, Vol 8, Pg 51... 655687

1445	Rodney Martinez	7/24/97	7/23/02	$ 3,000.00	Lot 18, Blk 4, Redbud Estates #1, an addition to the City of Edinburg, Vol 31, Pg 183... 676041
1446	Manuel Laureano		12/29/04	$ 3,000.00	All of Lot 62, Valle Alto North Unit 11, an addition to the City of Hidalgo, Vol 30, Pg 13... 622317
1447	James A Decker	7/25/97	7/24/02	$ 3,000.00	All of Lot 60, Royalty House Subd. Unit # II, an addition to the City of Alamo, Vol 22, Pg 147.... 662700
1455	Francisco Guzman	7/30/97	7/29/02	$ 3,000.00	Lot 66, San Juan Del Norte Subd. an addition to the City of San Juan Vol 23, Pg 151... 645829
1456	Pedro Martinez	7/30/97	7/29/02	$ 3,000.00	All of Lot 34, Valle Alto North Unit 1, an addition to the City of Hidalgo, Vol 30, Pg 133... 623377
1457	Ruben Lerma	7/30/97	7/29/02	$ 3,000.00	All of Lot 15, Blk 2, Las Villas Del Rio Phase II-B, Vol 31, Pg 120... 634646
1493	Jesus Martinez	8/8/97	8/7/02	$ 3,000.00	All of Lot 6, Alamo Estates Unit # 2, Hidalgo Co TX Vol 30, Pg 153... 625860
1494	Mauro Vasquez	8/13/97	8/12/02	$ 3,000.00	Lot 26, Sunnybrook Subd. an addition to the City of Edinburg Vol 19, Pg 173... 625257
1495	Victor M Zuniga	8/15/97	8/14/02	$ 3,000.00	Lot 67, Tower Acres Unit #2, an addition to the City of Alamo Vol 21, Pg 151... 629214
1497	Santos A Romo	8/15/97	8/14/02	$ 3,000.00	the City of Hidalgo Hid Co TX according to map or plat rec in Vol 30, Pg 134 Map rec, Hid Co TX. (DOT 626075)
1498	Enrique Mora	8/12/97	8/11/02	$ 3,000.00	an addition to the City of Hidalgo, according to the map rec in Vol 30, Pg 68, map records in the office of the CC of Hid Co TX (DOT
1499	Simon Flores	8/19/97	8/18/02	$ 3,000.00	addition to the City of Hidalgo, Hid Co TX according to map thereof rec in Vol 31, Pg 120, map rec of Hid Co TX. (DOT 627146)
1500	Alejandro Moreno	8/15/97	8/14/02	$ 3,000.00	Lot 16, LA Villita Meadows Phase I, Hid Co TX as per map or plat thereof rec in Vol 31, Pg 59, map rec, Hid Co TX. (DOT 639990)
1501	Jessica Idy Lopez	8/18/97	8/17/02	$ 3,000.00	addition to the City of Edinburg, Hid Co TX According to map therefor rec in Vol 31, Pg 183, map rec of Hid Co TX (DOT 661874)

1502	Daniel Lutzick	8/19/97	8/18/02	$ 3,000.00	TX as per map or plat thereof rec in Vol 31, Pg 183, map rec Hid Co TX reference to which is here by made for all purposes. (DOT
1521	Ricardo Rodriguez	8/22/97	8/21/02	$ 3,000.00	of the East 135.0 feet of Lot 6, Blk 20, Santa Cruz Gardens, Unit #2, Hid Co TX according to map thereof rec in Vol 8, Pg 28 & 29, map
1522	Jaime A. Zuniga	8/19/97	8/18/02	$ 3,000.00	addition to the City of La Joya, Hidalgo Co TX according to amended map thereof rec in Vol 29, Pg 68, map rec of Hid Co TX (DOT
1545	Jose M. Ayala	9/3/97	9/2/02	$ 3,000.00	according to map rec in Vol 22, Pg 24, map rec in the Office of the CC of Hid Co TX reference to which is here made for all
1570	Pablo Cepeda	9/12/97	9/11/02	$ 3,000.00	addition to the City of San Juan Hid Co TX according to the map rec in Vol 12, Pg 16, Map records in the Office of the CC of Hid
1571	Jose Gutierrez	9/12/97	9/11/02	$ 3,000.00	5.17 acres of Lot 3, Seminary Heights Subdv, Hid Co TX according to the map or plat thereof rec in Vol 9, Pg 23, Map Rec of
1572	Manuel Ledesma	9/12/97	9/11/02	$ 3,000.00	the City of Palmview, Hid Co TX according to map thereof rec in Vol 27, Pg 33 and 34, map records of Hid Co TX 675888
1573	Reyes Villegas	9/15/97	9/14/02	$ 3,000.00	addition to the City of Hidalgo, Hid Co TX, according to the map rec in Vol 30, Pg 133, map rec in the office CC of Hid CoTX 631393
1574	Pedro Garcia	9/15/97	9/14/02	$ 3,000.00	addition to the City of Hidalgo, Hid Co TX, according to the map rec in Vol 30, Pg 133, map rec in the off of the CC of Hid Co TX
1600	Osmel Cadena	9/23/97	9/22/02	$ 3,000.00	Lot 1, Encinal Subd., addition to City of Weslaco, Vol 30, Pg 62-A... 669281
1601	Jose H Garza	9/22/97	9/21/02	$ 3,000.00	the City of Palmview, Hid Co TX according to map thereof rec in Vol 26, Pg 90, map rec of Hid Co TX. 631816
1612	Jesus Perez	9/26/97	9/25/02	$ 3,000.00	All of Lot 16, Rancho Chaparral, Vol 19, Pg 105... 667034
1615	Octavio Cantu	9/30/97	9/29/02	$ 3,000.00	Lot 57, Dominique Estates, addition to City of San Juan, Vol 31, Pg 185... 693071
1616	Jose R. Delgado	9/29/97	9/28/02	$ 3,000.00	Lot 193, Valle Alto Subd. #3, Phase 3, Vol 28, Pg 178A... 673311
1622	Enedelia Carranco	9/17/97	9/16/02	$ 3,000.00	Lot 4 Ruiz Subd. out of Farm Tract 525, West Tract Subd., Hid Co TX according to the map or plat thereof rec in Vol 9, Pg 12, map rec of

1637	Andres Castillo	9/30/97	9/29/02	$ 3,000.00	Subd, being a resubd. of a portion of tract 265, Los Ejidos De Reynosa Viejo Grant, Hid Co TX according to the map or plat rec in Vol 13,
1639	Argelio Lopez	10/1/97	9/30/02	$ 3,000.00	to the City of Palmview Hid Co. TX according to the map rec in Vol 24, Pg 11 and 12 map rec off. of CC in Hid Co TX. 650800
1664	Maria G. Martinez	10/21/97	10/20/02	$ 3,000.00	the City of Edinburg Hid Co TX according to the map or plat thereof recorded in Vol 27, Pg 29B, map rec, Hid Co TX. 664267
1674	Gustavo V. Salazar	10/24/97	10/23/02	$ 3,000.00	Donna, Hid Co TX as per map or plat thereof rec in Vol 29, Pg 123 map rec Hid Co TX 642294
1675	Oscar Hernandez	10/20/97	10/19/02	$ 3,000.00	Lot 89 South Donna Subd., Hida Co as per map or plat thereof rec in Vol 24, Pg 64 map rec Hid Co TX.642298
1676	Herminia Whitzel	10/22/97	10/21/02	$ 3,000.00	addition to the City of Donna, Hid Co TX, as per map or plat thereof rec in Vol 31, Pg 60 map rec Hid Co TX... Not recorded
1738	Maribel Cavazos	5/8/98	5/7/03	$ 3,000.00	All of Lot 18, Baseline Heights Subd., Unit #1, Vol 32, Pg 138... 719712
1745	Amado Caballero Jr	12/4/97	12/3/02	$3,000.00	Lot 6 Espanola Heights, Hid Co TX according to map or plat thereof rec in Vol 27, Pg 153P, map rec of Hid Co TX. (657875)
1746	Ruben Barajas	12/24/97	12/23/02	$ 3,000.00	TX according to the map rec in Vol 24, Pg 8A, map rec in the office of the CC of Hid Co TX 651834
1747	Trinidad Martinez	12/1/97	11/30/02	$ 3,000.00	All of Lot 12 Pilar Subd, Hid Co TX according to the map rec in Vol 20 Pg 26, map rec in the Off. of the CC Hid Co TX 656308
1768	Jaime Rodriguez	12/17/97	12/16/02	$ 3,000.00	the City of San Juan Hid Co TX according to Map or plat thereof rec in Vol 22, Pg 152 map rec Hid Co TX 655962
1769	Albert Collins	12/17/97	12/16/02	$ 3,000.00	Lot 4& 5, Blk 5, La Villa Original Townsite Hid Co TX according to map thereof rec in Vol 4, Pg 21, map rec of Hid Co TX 671701
1849	Ruben Medina	1/30/98	1/29/03	$ 3,000.00	addition to the City of Penitas Hid Co TX according to the map rec in Vol 30, Pg 136, map rec in the off. of the CC of Hid Co TX
1882	Aladin Garza	3/3/98	3/2/03	$ 3,000.00	The North 5.165 acres of Lot 44, The Nick Doffing Co. Subd. #3, Vol 6, Pg 10... 732098

1883	Rene Villarreal	2/4/98	2/3/03	$ 3,000.00	II Hid Co TX according to the map rec in Vol 29, Pg 161, map rec in the off. of the CC of Hid Co TX. 663943
1829	Eleazar Garza	1/15/98	1/14/03	$ 3,000.00	Lot 198, Los Arboles Subd., Phase 2, an addition to City of San Juan, Vol 28, Pg 107A... 683144
1899	Jose Pena Jr	2/13/98	2/12/03	$ 3,000.00	addition to the City of Edinburg Hid Co TX according to the map rec in Vol 31, Pg 183 map rec in the off. of the CC Hid Co TX
1908	Virgilio Hinojosa	2/23/98	2/22/03	$ 3,000.00	City of Palmview Hid Co TX according to map thereof rec in Vol 26, Pg 128B, map rec of Hid Co TX678121
1909	Barbarita Diaz	2/23/98	2/22/03	$ 3,000.00	Lot 20, Los Cerritos Subd., Unit #4, Vol 32, Pg 17... 724308
1910	Carlos Quintanilla	2/18/98	2/17/03	$ 3,000.00	All of Lot 176 Loma Linda Estates III, addition to City of San Juan, Vol 29, Pg 94... 711391
1911	Juan Y Silva	2/19/98	2/18/03	$ 3,000.00	Lt 26, Cerritos Subd. Unit #3... 729945
1919	Alfonso Acosta Jr.	2/27/98	2/26/03	$ 3,000.00	addition to the City of La Joya Hid Co TX according to amended map thereof rec in Vol 29, Pg 68, map records of Hid Co TX. 672081
1920	Luis E Ledesma	2/27/98	2/26/03	$ 3,000.00	addition to the City of Hidalgo, Hid Co TX according to map or plat rec in Vol 30, Pg 133 map rec in the off. of the CC Hid Co TX
1922	Alfredo Gurrola	2/25/98	2/24/03	$ 3,000.00	addition to the City of Hidalgo, Hid Co TX according to the amended map rec in Vol 20, Pg 191, map rec in the off. of the CC of Hid
1931	Enrique Salas	3/9/98	3/8/03	$ 3,000.00	the City of Hidalgo, Hid Co TX according to map thereof rec in Vol 30, Pg 133, map rec Hid Co TX. 672203
1932	Jesus Gallardo	3/3/98	3/2/03	$ 3,000.00	Lot 212, Colonia Del Noreste, Vol 23, Pg 166... 682550
1933	Virginio Gonzalez Jr.	3/5/98	3/4/03	$ 3,000.00	Lot 7, Crenshaw Subd. No 2, addition to City of Edcouch, Vol 25, Pg 166-A... 702561
1949	Antonio Casanova	3/20/98	3/19/03	$ 3,000.00	Lot 32, Amanda Subd., an addition to the City of La Joya, Vol 28, Pg 50, 671917
1950	Jose M Castillo Jr	3/24/98	3/23/03	$ 3,000.00	Lot 17, Shea Estates Subd., an addition to the City of Alamo, Vol 28, Pg 93... NOT RECORDED

1951	Jesus M Garza Sr	3/20/98	3/19/03	$ 3,000.00	Lot 16 & 17, Blk 11, Colonia Castillo Sub. #2, addition to City of Elsa, Vol 15, Pg 4... 704019
1961	Faustino Hernandez	3/20/98	3/19/03	$ 3,000.00	Lot 74, Las Brisas Del Oro Unit 1, addition to City of Weslaco, Vol 32, Pg 80... 699576
1980	Ezequiel De La Cruz	3/12/98	3/11/03	$ 3,000.00	Lot 206, Las Villas Del Rio Phase II-B, an addition to the City of Hidalgo, Vol 31, Pg 120... 676877
1981	Humberto Garcia	3/30/98	3/29/03	$ 3,000.00	Lot 8, Valle Alto North Unit I, an addition to City of Hidalgo, Vol 30, Pg 133... 681768
1982	Sergio Hernandez	5/22/98	5/21/03	$ 3,000.00	RELEASED
1983	Juan D. Meza	3/27/98	3/26/03	$ 3,000.00	Lot 24, Blk 1, Country Village Subd., Vol 21... 696813
1984	Petra Orozco	3/30/98	3/29/03	$ 3,000.00	Lot 237, Villas Del Rio, Phase II-B, an addition to City of Hidalgo, Vol 31, Pg 120... 684450
1985	Rommel Pinera	3/27/98	3/26/03	$ 3,000.00	Lot 59, Valle Alto Subd. #3, Phase 1, an addition to the City of Hidalgo Vol 27, Pg 18A... 681716
1990	Sandra Avila	4/6/98	4/5/03	$ 3,000.00	Lot 71, Valle Alto North Unit 11, an addition to City of Hidalgo Vol 30, Pg 134... 679963
1991	San Juanita Cortez	3/31/98	3/30/03	$ 3,000.00	All of Lot 203, Las Villas Del Rio Phase II-B, an addition to the City of Hidalgo... Vol 31, Pg 120... 685200
1992	Rosalinda Lozano	3/31/98	3/30/03	$ 3,000.00	Lot 58, Silverado West Subd., an addition to the City of Palmview, Vol 26, Pg 90... 679475
1993	Ovidio Malacara	4/1/98	3/31/03	$ 3,000.00	All of Lot 216, Las Villas Del Rio Phase II-B, an addition to the City of Hidalgo Vol 31, Pg 120... 683132
1994	Ramon Nolazco	3/31/98	3/30/03	$ 3,000.00	All of Lot 249, Las Villas Del Rio Phase II-B, an addition to the City of Hidalgo Vol 31, Pg 120... 683178
2005	Alexander Champion	4/6/98	4/5/03	$ 3,000.00	Lot 48, Blk E, McCook Acres No 1, Vol 31, Pg 22 & 23
2006	Carlos B Fraige	4/7/98	4/6/03	$ 3,000.00	All of Lot 218, Las Villas Del Rio Phase II-B, an addition to the City of Hidalgo Vol 31, Pg 120

2008	Alvaro Leal	4/9/98	4/8/03	$ 3,000.00	All of Lot 11, Valle Alto North Unit 1, an addition to the City of Hidalgo, Vol 30, Pg 133
2009	Maribel Resendez	4/7/98	4/6/03	$ 3,000.00	All of Lot 16, Las Villas Del Rio Phase I, an addition to the City of Hidalgo Vol 29, Pg 47
2010	Sofia Romero	4/9/98	4/8/03	$ 3,000.00	Lot 217, Las Villas Del Rio Phase II-B, addition to Hidalgo, Vol 31, Pg 120
2011	Ernesto Sosa	4/6/98	4/5/03	$ 3,000.00	All of Lot 201, Las Villas Del Rio Phase II-B, addition to Hidalgo, Vol 31, Pg 120
2030	Jesus M Cortez	4/14/98	4/13/03	$ 3,000.00	All of Lot 36, Paseo D Las Flores, Phase I, addition to San Juan, Vol 33, Pg 10
2032	Jose S. Placencia	4/15/98	4/14/03	$ 3,000.00	Lot 10, J&V Subd., addition to City of Donna, Vol 29, Pg 123
2075	Adan Bocanegra	5/22/98	5/21/03	$ 3,000.00	Lot 5, West Chapin Estates Unit #2, addition to City of Edinburg, Vol 28, Pg 90A
2076	Sergio J. Flores	6/3/98	6/2/03	$ 3,000.00	All of Lot 12, Tierra De Palmas Subd., addition to San Juan Vol 22, Pg 152
2078	Juan J Mendoza	12/10/98	12/9/03	$ 3,000.00	All of Lot 30, High School East Subd., addition to San Juan Vol 24, Pg 58
2103	Jose Villarreal	4/29/98	4/28/03	$ 3,000.00	All of Lot 1, La Aurora Subd., Vol 22, Pg 117
2104	Gustavo Rodriguez	5/5/98	5/4/03	$ 3,000.00	All of Lot 72, Valle Alto North Unit II addition to Hidalgo Vol 30, Pg 134
2105	Francisca Martinez	5/8/98	5/7/03	$ 3,000.00	All of Lot 228, Las Villas Del Rio Phase II-B, addition to Hidalgo Vol 31, Pg 120
2123	Julio Madrigal	5/11/98	5/10/03	$ 3,000.00	RELEASED
2125	Roberto J Salazar	5/11/98	5/10/03	$ 3,000.00	All of Lot 146, Las Villas Del Rio Phase II-A, addition to Hidalgo.. Vol 30, Pg 68
2126	Hector Maldonado	5/7/98	5/6/03	$ 3,000.00	Lot 108, High School East Subd., Vol 24, Pg 58
	David Magana	1/13/95	1/12/00	$ 1,200.00	All of Lot 65, Las Villas Del Rio-Ph I, addition to City of Hidalgo, Vol.29,Pg. 47, County Clerk's Office
2210	Ignacio Guerrero	6/18/98	6/17/03	$ 3,000.00	Lot 44, Blk 5, La Hacienda North P.U.D. Subd., addition to City of Weslaco, Vol 33, Pg 78
2211	Jesus Lozano	6/17/98	6/16/03	$ 3,000.00	Lot 57 Squire Estates Subd., addition to Mission Vol 28, Pg 62
2212	Ruben Casiano	7/20/98	7/19/03	$ 3,000.00	RELEASED

2213	Saul Sauceda	6/12/98	6/11/03	$ 3,000.00	A tract of land out of Farm Tract 462, The West And Adams Tracts Subd., Vol 2, Pg 34-37
2214	Adalberto Barron	6/18/98	6/17/03	$ 3,000.00	All of Lot 4, Blk 1, Redbud Estates Edinburg
2246	Guadalupe Hernandez	6/25/98	6/24/03	$ 3,000.00	Lot 1062, Valle Alto North Unit IV, addition to Hidalgo, Vol 32, Pg 114
2247	Reynaldo Gutierrez	6/22/98	6/21/03	$ 3,000.00	Lot 6, Valle Alto North Unit I, addition to Hidalgo Vol 30, Pg 133
2248	Gerardo Lorenzo	6/23/98	6/22/03	$ 3,000.00	Lot 51, Green Valley Terrace, addition to Alamo, Vol 23, Pg 161
2249	Rene Saenz	6/25/98	6/24/03	$ 3,000.00	All of Lot 7, Valle Alto North Unit 1, addition to Hidalgo, Vol 30, Pg 133
2250	Dina Medrano	6/22/98	6/21/03	$ 3,000.00	Lot 37, Falcon Heights Subd., addition to Alton, Vol 20, Pg 162
2252	Amador Acevedo	7/2/98	7/1/03	$ 3,000.00	All of Lot 21, Devan Estates addition to Mission, Vol 26, Pg 46
2253	Santos Martinez	7/2/98	7/1/03	$ 3,000.00	Lot 17&18, Blk 4, BF White Subd, addition to City of Weslaco, Vol 8, Pg 14
2267	Raul Conde	8/21/98	8/20/03	$ 3,000.00	Lot 14 Amber Land Subdivision, Mission TX
2268	Maria Lozano	7/10/98	7/9/03	$ 3,000.00	Lot 173, Las Villas Del Rio Phase II-A, addition to Hidalgo, Vol 30, Pg 68…
2269	Oscar Rodriguez	9/3/98	9/2/03	$ 3,000.00	All of Lot 57, Mi Casa Subd., addition to City of San Juan, Vol 25, Pg 138A…
2280	Nora Garcia	7/14/98	7/13/03	$ 3,000.00	All of Lot 16, Rincon Del Valley Subd., No 5, addition to Alamo, Vol 32, Pg 135
2304	Eduardo Sepulveda	8/4/98	8/3/03	$ 3,000.00	Lot 18, Rincon De Encinos Subd. No 3, Vol 30, Pg 168
2305	Juan Balderas	8/4/98	8/3/03	$ 3,000.00	All of Lot 18, South Fork Subd., Vol 23, Pg 31
2306	Sergio Moralez	8/5/98	8/4/03	$ 3,000.00	Lot 1, Las Brisas Del Oro Unit 2, addition to Weslaco, Vol 32, Pg 165
2308	Francisco Sauceda	8/7/98	8/6/03	$ 3,000.00	All of Lot 5, Amended Plat of RMR Subd., addition to Weslaco, Vol 32, Pg 47
2320	Julio Sanchez	8/12/98	8/11/03	$ 3,000.00	All of Lot 13, Inca Subd., addition to City of Alamo, Vol 32, Pg 35

2321	Hijinio Gonzalez	8/11/98	8/10/03	$ 3,000.00	A tract of land out of Lot 37-1, West Addition to Sharyland, Vol 1, Pg 56
2322	Lizandro Rodriguez	8/12/98	8/11/03	$ 3,000.00	Lot 177, Loma Linda Estates III, addition to San Juan, Vol 29, Pg 94
2329	Margarita Carreon	7/13/98	7/12/03	$ 3,000.00	Lot 5, 6 & 7, Blk 11, Town of Faysville, Vol 3, Pg 20
2330	Nieves Pedraza	8/17/98	8/16/03	$ 3,000.00	All of Lot 31, Salinas-Hinojosa Subd., addition to Elsa, Vol 24, Pg 16
2383	Sebastian Silva	9/4/98	9/3/03	$ 3,000.00	Lot 110, Valle Alto North Unit III, an addition to Hidalgo... Vol 32, Pg 113
2384	Yolanda Bazarte	9/2/98	9/1/03	$ 3,000.00	Lot 37 Valle Alton North Unit I, addition to Hidalgo, Vol 30, Pg 133
2386	Diamantina Gonzalez	9/4/98	9/3/03	$ 3,000.00	All of Lot 158, Las Villas Del Rio, Phase II-A, an addition to Hidalgo, Vol 30, Pg 68
2387	Juan Martinez	9/1/98	8/31/03	$ 3,000.00	Lot 26, Blk 6, Rio Largo Estates, addition to Hidalgo, Vol 31, Pg 151
2388	Noe Moncada	9/1/98	8/31/03	$ 3,000.00	Lot 268, Las Villas Del Rio, Phase II-B, addition to Hidalgo, Vol 31, Pg 120
2389	Juan Torrez	9/1/98	8/31/03	$ 3,000.00	Lot 27, Amanda Subd, Vol 28, Pg 50
2398	Pedro Luna	9/10/98	9/9/03	$ 3,000.00	Lot 43, Blk 5, La Hacienda North PUD Subd., addition to City of Weslaco, Vol 33, Pg 78
2399	Carlos Cantu	9/8/98	9/7/03	$ 3,000.00	Lot 92, Valle Alto North Unit III, addition to Hidalgo, Vol 32, Pg 113
2400	Luis Garza	9/9/98	9/8/03	$ 3,000.00	All of Lot 114, Valle Alto North Unit III, addition to Hidalgo, Vol 32, Pg 113
2401	Maria Garza	9/9/98	9/8/03	$ 3,000.00	All of Lot 15, Blk 1, Rio Largo Estates, addition to Hidalgo, Vol 31, Pg 151
2402	Elsa Gomez	9/9/98	9/8/03	$ 3,000.00	Lot 1, Blk 3, Rio Largo Estates addition to Hidalgo, Vol 31, Pg 151
2403	Juan Ordaz	9/8/98	9/7/03	$ 3,000.00	Lot 131, Valle Alto North Unit III, addition to Hidalgo, Vol 32, Pg 113
2404	Noe Salinas	9/11/98	9/10/03	$ 3,000.00	All of Lot 129, Valle Alto North Unit III, addition to Hidalgo, Vol 32, Pg 113
2427	Jose Garcia	9/18/98	9/17/03	$ 3,000.00	All of Lot 271, Las Villas Del Rio Phase II-B, addition to Hidalgo, Vol 31, Pg 120
2428	Manuel Garcia	9/18/98	9/17/03	$ 3,000.00	All of Lot 183, Las Villas Del Rio Phase II-A, addition to Hidalgo, Vol 30, Pg 68
2429	Rene Garcia	9/15/98	9/14/03	$ 3,000.00	All of Lot 150, Las Villas Del Rio Phase II-A, addition to Hidalgo, vol 30 Pg 68
2430	Leonor Herrera	9/14/98	9/13/03	$ 3,000.00	Lot 16, Blk 3, Rio Largo Estates, addition to Hidalgo, Vol 31, Pg 151
2431	Hortencia Salazar	9/14/98	9/13/03	$ 3,000.00	Lot 96, Valle Alto North Unit III, addition to Hidalgo, Vol 32, Pg 113

2432	Joel Vela	9/15/98	9/14/03	$ 3,000.00	Lot 39, Piquito De Oro, Vol 22, Pg 124
2449	Jorge L Castro	9/23/98	9/22/03	$ 3,000.00	Lot 132, Valle Alto North Unit III, addition to Hidalgo, Vol 32, Pg 113
2450	Ladislao Cavazos	9/21/98	9/20/03	$ 3,000.00	All of Lot 130, Valle Alto North Unit III, addition to Hidalgo, Vol 32, Pg 113
2451	Norma L Chavez	9/17/98	9/16/03	$ 3,000.00	Lot 272, Las Villas Del Rio Phase II-B, addition to Hidalgo.. Vol 31 Pg 120
2452	Rocio Garcia	9/21/98	9/20/03	$ 3,000.00	Lot 263, Las Villas Del Rio Phase II-B, addition to Hidalgo.. Vol 31 Pg 120
2482	Martin Garza	9/21/98	9/20/03	$ 3,000.00	Lot 258, Las Villas Del Rio Phase II-B, addition to Hidalgo.. Vol 31 Pg 120
2483	Roberto Lugo	9/23/98	9/22/03	$ 3,000.00	Lot 21, Blk 6, Rio Largo Estates, addition to Hidalgo, Vol 31, Pg 151
2484	Maria Romero	9/22/98	9/21/03	$ 3,000.00	Lot 22, Blk 1, Villa Garza-Flores, Subd., Vol 18, Pg 58
2486	Juan Martinez	9/25/98	9/24/03	$ 3,000.00	All of Lot 69, South Fork Subd., Vol 23, Pg 31
2487	Sigifredo Flores	10/2/98	10/1/03	$ 3,000.00	All of Lot 97, Tom Gill Subd. #1, Vol 30, Pg 136
2506	Ofelia Gonzalez	9/8/98	9/7/03	$ 3,000.00	The West 1/2 of Lot 8, Blk 4, Yates addition to City of Edcouch, Vol 5, Pg 4
2507	Rene R Gomez	11/12/98	11/11/03	$ 3,000.00	Lot 2, Blk 168, JF Moore Addition, addition to City of Mercedes... 729459
2508	Eugenio Echavarria	11/18/98	11/17/03	$ 3,000.00	All of Lot 68, Primevara II Subd., Phase II, Vol 25, Pg 53B... 728514
2533	Gonzalo Gonzalez	1/14/99	1/13/04	$ 3,000.00	Lot 160, Valle Alto North, Unit IV, addition to City of Hidalgo, Vol 32, Pg 114
2534	Sabino Quirino	12/11/98	12/10/03	$ 3,000.00	Lot 30, Villa-Rama Phase II, addition to City of Palmview, Vol 26, Pg 128B
2535	Julissa Rodriguez	12/11/98	12/10/03	$ 3,000.00	Lot 4, Las Maribels Subd., addition to City of Alamo, Vol 32, Pg 94A
2536	Eloy Ruiz	12/3/98	12/2/03	$ 3,000.00	Lot 264, Las Villas Del Rio Phase II-B, addition to City of Hidalgo, Vol 31, Pg 120... NOT RECORDED
2537	Jose Sanchez	10/28/98	10/27/03	$ 3,000.00	Lot 76, Valle Alto North Unit II, addition to City of Hidalgo, Vol 30, Pg 134
2538	Mario Solis	10/28/98	10/27/03	$ 3,000.00	Lot 139, Valle Alto Subd., addition to City of Hidalgo, Vol 21, Pg 178
2539	Silvia Marciel	11/2/98	11/1/03	$ 3,000.00	Lot 61, Nuevo Penitas Norte #1 Subd., addition to City of Penitas, Vol 29 Pg 149
2540	Dolores Garcia	10/21/98	10/20/03	$ 3,000.00	Lot 10, Blk 5, Ellen de Vaux Addition, addition to City of Donna, Vol 7, Pg 56
2545	Alberto Terrazas	4/1/99	3/30/04	$ 3,000.00	All of Lot 5, Sioux Estates Subd. Unit #2, addition Alamo, Vol 29 Pg 116A

2548	Jose A Guajardo	11/3/98	11/2/03	$ 3,000.00	Lot 25, Blk 6, Rio Largo Estates, addition to City of Hidalgo, Vol 31, Pg 151
2549	Juan O Guzman	11/3/98	11/2/03	$ 3,000.00	All of Lot 12, Blk 4, Rio Largo Estates, addition to City of Hidalgo, Vol 31, Pg 151
2550	Rigoberto Martinez	11/3/98	11/2/03	$ 3,000.00	Lot 4, Falcon Heights Subd., addition to City of Alton, Vol 20, Pg 162
2551	Ciro Gutierrez	11/4/98	11/3/03	$ 3,000.00	All of Lot 14, La Blanca Estates Subd., Vol 23 Pg 130
2552	Jose Villanueva	10/27/98	10/26/03	$ 3,000.00	All of Lot 14, Moorefield Grove Estates, addition to City of Alton, Vol 25, Pg 175B
2568	Benito Resendez	10/30/98	10/29/03	$ 3,000.00	Lot 57 Minnesota Heights, addition to City of Mission, Vol 29, Pg 57
2569	Samuel Herevia	11/9/98	11/8/03	$ 3,000.00	All of Lot 269, Las Villas Del Rio Phase II-B, addition to City of Hidalgo, Vol 31, Pg 120
2570	Eduardo Serrano	11/13/98	11/12/03	$ 3,000.00	All of Lot 14, Blk 1, Rio Largo Estates, addition to City of Hidalgo, Vol 31, Pg 151
2571	Eugene Velasquez	11/13/98	11/12/03	$ 3,000.00	Lot 10, Las Brisas Del Oro Unit 1, addition to City of Weslaco, Vol 32, Pg 80
2575	Yolanda B Gomez	11/13/98	11/12/03	$ 3,000.00	All of Lot 99, Valle Alto North Unit 111, addition to City of Hidalgo, Vol 32, Pg 113
2576	Gilberto Guajardo	11/18/98	11/17/03	$ 3,000.00	All of Lot 265, Las Villas De Rio Phase II-B, addition to City of Hidalgo, Vol 31, Pg 120
2577	Leticia Palacios	11/18/98	11/17/03	$ 3,000.00	Lot 270, Las Villas Del Rio Phase II-B, addition to City of Hidalgo, Vol 31, Pg 120
2578	Nancy Perrett	11/16/98	11/15/03	$ 3,000.00	All of Lot 261, Las Villas Del Rio Phase II-B, addition to City of Hidalgo, Vol 31, Pg 120
2579	Maria Hilda Suarez	11/18/98	11/17/03	$ 3,000.00	All of Lot 24, Rincon Del Valle Subd. #4, addition to City of Alamo, Vol 32, Pg 122
2580	Jose U. Urena	11/20/98	11/19/03	$ 3,000.00	Lot 120, Valle Alto North Unit III, addition to City of Hidalgo, Vol 32, Pg 113
2590	Javier Alva	11/24/98	11/23/03	$ 3,000.00	Lot 57, Valle Alto North Unit II, addition to City of Hidalgo, Vol 30 Pg 134
2591	Myra Molina	11/30/98	11/29/03	$ 3,000.00	All of Lot 122, Valle Alto North Unit 111, addition to City of Hidalgo , Vol 32, Pg 113
2592	Eleazar Perez	11/24/98	11/23/03	$ 3,000.00	All of Lot 109, Valle Alto North Unit III, addition to City of Hidalgo, Vol 32, Pg 113
2593	Maria I Perez	11/23/98	11/22/03	$ 3,000.00	All of Lot 262, Las Villas Del Rio Phase II-B, addition to City of Hidalgo, Vol 31, Pg 120
2594	Ana Rodriguez	11/24/98	11/23/03	$ 3,000.00	All of Lot 144, Valle Alto North Unit IV, addition to City of Hidalgo, Vol 32, Pg 114

2595	Carmelia Rodriguez	11/23/98	11/22/03	$ 3,000.00	Lot 239, Las Villas Del Rio Phase II-B, addition to City of Hidalgo, Vol 31, Pg 120
2596	Silvia Ruiz	11/23/98	11/22/03	$ 3,000.00	Lot 161, Valle Alto North Unit IV, addition to City of Hidalgo, Vol 32, Pg 114
2605	Hector H Cantu	12/1/98	11/30/03	$ 3,000.00	Lot 274, Palm Lake Estates Unit # 3, addition to City of Alton, Vol 22, Pg 60
2606	Maria Sylvia Hernandez	12/1/98	11/30/03	$ 3,000.00	Lot 133, Valle Alto North Unit III, addition to City of Hidalgo, Vol 32, Pg 113
2607	Omar Quintero	12/1/98	11/30/03	$ 3,000.00	Lot 46, Blk 4, La Hacienda North PUD Subd., addition to City of Weslaco, Vol 33 Pg 78
2611	Ignacio Garcia	3/11/99	3/9/04	$ 3,000.00	Lot 24, Sharyland Meadows, addition to City of Alton, Vol 28, Pg 184B
2619	Raul Coronado	12/16/98	12/15/03	$ 3,000.00	Lot 13 RMR Subd. Phase I, addition to City of Weslaco, Vol 31, Pg 200
2620	Margarito Torres	12/11/98	12/10/03	$ 3,000.00	All of Lot 34, Seminole Valley, addition to City of Edinburg, Vol 31, Pg 99
2623	Abel Ramirez	12/8/98	12/7/03	$ 3,000.00	Lot 36, Blk 5, La Hacienda North P.U.D. Subd., addition to City of Weslaco, Vol 33, Pg 78
2625	Marcelo Angon	12/15/98	12/14/03	$ 3,000.00	All of Lot 24, High School Subd., add to San Juan, Vol 24, Pg 58... NOT RECORDED
2626	Orlando Alaniz	12/15/98	12/14/03	$ 3,000.00	Lo 22, Las Brisas Del Oro Unit 2, addition to Weslaco, Vol 32, Pg 165
2627	Maria C Guerra	11/30/98	11/29/03	$ 3,000.00	Lot 238, Las Villas Del Rio Phase II-B, addition to Hidalgo, Vol 31, Pg 120
2628	Jose F Lopez	12/18/98	12/17/03	$ 3,000.00	Lot 27, Blk 6, Rio Largo Estates, addition to Hidalgo Vol 31, Pg 151
2629	Benito Cuellar	12/15/98	12/14/03	$ 3,000.00	Lot 14, Four Sure All Right Subd., No 1, Vol 20, Pg 126
2630	Candelario Castillo	12/11/98	12/10/03	$ 3,000.00	Lot 45, Mariposa Subd., addition to Weslaco Vol 33, Pg 16
2632	Michael Kleinschmit	12/16/98	12/15/03	$ 3,000.00	All of Lot 3, Blk 3, Redbud Estates No 1, addition to Edinburg, Vol 31, Pg 183
2648	Nielda Cavazos	12/18/98	12/17/03	$ 3,000.00	Lot 11, Blk 1, Redbud Estates #1, addition to City of Edinburg
2649	Javier Patlan	12/8/98	12/7/03	$ 3,000.00	Lot 32, Jo-Lene Addition Unit #3, addition to City of Weslaco, Vol 30, Pg 13
2650	Salvador Rosales	12/16/98	12/15/03	$ 3,000.00	Lot 5, Villa-Rama Phase I, addition to Palmview, Vol 25, Pg 144-A
2651	Melissa Seitz	12/9/98	12/8/03	$ 3,000.00	A tract of land out of the East 1/2 of Lot 174, Delta Orchards Co Unit #2, Vol 6, Pg 33

2661	Alfredo Hernandez	1/8/99	1/7/04	$ 3,000.00	All of Lot 107, Valle Alto North Unit 111, addition to Hidalgo Vol 32, Pg 113
2677	Humberto Perez	1/11/99	1/10/04	$ 3,000.00	Lot 48, Blk 4, La Hacienda North P.U.D. Subd., addition to City of Weslaco, Vol 33, Pg 78
2714	Alfredo Gonzalez	1/22/99	1/21/04	$ 3,000.00	Lot 25, Silverado Subd., addition to Palmview, Vol 26, Pg 90
2766	Margarito Gonzalez	2/22/99	2/21/04	$ 3,000.00	Lot 56 Loma Linda Estates II, addition to San Juan Vol 27, Pg 117
2767	Maria Martinez	2/25/99	2/24/04	$ 3,000.00	All of Lot 97, San Juan Del Norte, addition to San Juan, Vol 23, Pg 151... NOT RECORDED
2768	Anita Gomez	2/26/99	2/25/04	$ 3,000.00	All of Lot 24 & 26, Schroeder Subd., addition to City of Donna, Vol 13, Pg 39
2777	Marisa L. Salinas	3/8/99	3/6/04	$ 3,000.00	Lot 72, Tri-City Subd., addition to Mission Vol 19, Pg 156
2789	Jesus D Ramirez	3/11/99	3/9/04	$ 3,000.00	Lot 10, La Estrella Subd., addition to Mission Vol 33, Pg 54... NOT RECORDED
2803	Patricia Webber	3/11/99	3/9/04	$ 3,000.00	Lt 16, Texas Valley Estates No 6, addition to Donna, Vol 33, Pg 1
2804	Julio C Gonzalez	3/19/99	3/17/04	$ 3,000.00	Lot 7, Blk 4, Catarina Subd., addition to Progreso, Vol 32, Pg 76-B
2813	Jesus A Tijerina	3/22/99	3/20/04	$ 3,000.00	All of Lot 20, Loma Linda Estates 1, addition to San Juan, Vol 27, Pg 119
2814	Benjamin Cardenas	3/22/99	3/20/04	$ 3,000.00	Lot 150, Loma Linda Estates III, addition to San Juan, Vol 29, Pg 94
2815	German Garcia	3/12/99	3/10/04	$ 3,000.00	Lot 62, Tom Gil S/D #1, addition to Penitas, Vol 30, Pg 136
2868	Nelida Cerda	4/9/99	4/7/04	$ 3,000.00	Lot 62, Shea Estates Subd., addition to Alamo, Vol 23, Pg 93
2881	Gabriel Rivera	4/13/99	4/11/04	$ 3,000.00	All of Lot 19, Blk 2, Rio Largo Estates, addition to Hidalgo, Vol 31, Pg 151
2882	Tony Ochoa	4/13/99	4/11/04	$ 3,000.00	Lot 32, Villa-Rama Phase II, addition to Mission
2883	Maria Teniente	4/16/99	4/14/04	$ 3,000.00	Lot 13, Blk 5, Rio Largo Estates, addition to Hidalgo, Vol 31, Pg 151
2892	Cesar A Cano	4/22/99	4/20/04	$ 3,000.00	Lot 43, Las Brisas Del Oro Unit I, an addition to Weslaco
2893	Adela Rubio	4/20/99	4/18/04	$ 3,000.00	Lot 1 Rodriguez Acres, Vol 30, Pg 70-B
2901	Maria C Valle	8/19/99	8/17/04	$ 3,000.00	Lot 173, Valle Alto North Unit IV, addition to Hidalgo, Vol 32, Pg 114...
2924	Victor Sanchez	6/24/99	6/22/04	$ 3,000.00	All of Lot 3, Blk 2, Tierra Prieta Subd., Hidalgo Co TX...

2925	Jesus Alonso	5/10/99	5/8/04	$ 3,000.00	All of Lot 149, Loma Linda Estates III, addition to San Juan, Vol 29, Pg 94
2926	Pedro Sotelo	5/13/99	5/11/04	$ 3,000.00	Lot 1, Falcon Heights Subd., addition to Alton, Vol 20, Pg 162
2937	Alonzo Rios	5/28/99	5/26/04	$ 3,000.00	All of Lot 27, Engleman Estates, Vol 24, Pg 18
2952	Victoria De Leon	6/4/99	6/2/04	$ 3,000.00	All of Lot 16, Blk 7, Original Townsite Alamo, Vol 0, Pg 44
2953	Maria D. Arvizu	6/2/99	5/31/04	$ 3,000.00	Lot 3, Blk 1, Rio Largo Estates, addition to City of Hidalgo, Vol 31, Pg 151
2970	Juan Castano	6/14/99	6/12/04	$ 3,000.00	All of Lot 11, Saenz Subd. addition to Elsa, Vol 22, Pg 7
2971	Maria Cortez	6/14/99	6/12/04	$ 3,000.00	All of Lot 7, Blk 5, Rio Largo Estates, addition to Hidalgo, Vol 31, Pg 151
3160	Noelia Garza	10/18/1999	10/16/04	$ 3,500.00	Lot 17, Silverado West Subd. addition to Palmview, Vol 26, Pg 90... 843952
3161	Martha Diaz De Leon	10/19/1999	10/17/04	$ 3,500.00	Lot 36, San Juan East II Mobile Home, addition to San Juan, Vol 27, Pg 126A
3168	Jose L Reyna	10/26/99	10/25/04	$ 3,500.00	Lot 58 Mariposa Subdivision Weslaco TX
3209	Nedio Alaniz	11/17/1999	11/15/04	$ 3,500.00	Lot 6 North Bryan Estates Subd., addition to McAllen Vol 32, Pg 43
3210	Santos Gloria	12/15/1999	12/13/04	$ 3,500.00	All of Lot 30, Blk 3, Tejas Tres Subd. addition to Weslaco Vol 25, Pg 99-A
3220	Martina Escandon	11/19/1999	11/17/04	$ 3,500.00	Lot 107, Las Brisas Del Oro Unit 2, addition to Weslaco Vol 2, Pg 165
3222	Juan Garza	11/16/1999	11/14/04	$ 3,500.00	Lot 109, Las Brisas Del Oro Unit 2, addition to Weslaco, Vol 32, Pg 165
3246	Mario Pina	12/13/1999	12/11/04	$ 3,500.00	Lot 5, Tom Gil Subd. #1, Vol 30, Pg 136
3247	Hector Carr	12/13/1999	12/11/04	$ 3,500.00	Lot 3, Las Brisas Del Oro Unit 4, addition to Weslaco, Vol 34,. Pg 112... 884078
3260	Alicia Salinas	1/17/00	1/15/05	$ 3,500.00	Lot Ten (10), Colonia Rafael, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 24, Page 90-B, Map Records, Hidalgo County, Texas
3263	Reyes Sauceda	12/17/1999	12/15/04	$ 3,500.00	Lot 6, Las Brisas Del Oro Unit 4, addition to Weslaco, Vol 34,. Pg 112
3277	Jose Banda	1/5/00	1/3/05	$ 3,500.00	All of Lot 7, Blk 6, Rio Largo Estates, addition to Hidalgo , Vol 31, Pg 151
3278	Cipriana Corpus	1/4/00	1/2/05	$ 3,500.00	All of Lot 37, Nebraska Village, addition to Alamo, Vol 33, Pg 114
3279	Silvestre Esquivel	1/10/00	1/8/05	$ 3,500.00	All of Lot 8, Green Valley Acres, Vol 19, Pg 171
3280	Ricardo Garcia	12/7/99	12/5/04	$ 3,500.00	All of Lot 64, Dos Arbolitos Subd. Phase I, addition to San Juan, Vol 30, Pg 39-B

3281	Jose Villarreal	1/4/00	1/2/05	$ 3,500.00	Lot 143, Tierra Linda Subd., addition to Palmview, Vol 24, Pg 11-12
3298	Martha Ayala	1/14/00	1/12/05	$ 3,500.00	Lot 8, Blk A, Joed Subd., addition to Hidalgo Vol 19, Pg 98
3299	Dionicio Sanchez	1/12/00	1/10/05	$ 3,500.00	All of Lot 123, Valle Alto North Unit III, addition to Hidalgo, Vol 32 Pg 113
3300	Elias Macias Jr	1/18/00	1/16/05	$ 3,500.00	All of Lot 332 Loma Linda Estates III, addition to San Juan, Vol 29, Pg 94
3311	Jose L. Sanchez	1/25/00	1/23/05	$ 3,500.00	Lot 38, Nebraska Village, addition to Alamo, Vol 33, Pg 114... NOT RECORDED
3312	Ismael Cantu	1/21/00	1/19/05	$ 3,500.00	All of Lot 77, Paseo De Las Flores Subd., Phase 2, addition to San Juan, Vol 33, Pg 172
3317	Pedro Garcia	1/26/00	1/24/05	$ 3,500.00	All of Lot 129, Las Villas Del Rio Phase II-A, addition to Hidalgo, Vol 30, Pg 68
3319	Cruz Martinez	1/31/00	1/29/05	$ 3,500.00	All of Lot 5, Blk 3, Rio Largo Estates, addition to Hidalgo, Vol 31, Pg 151
3322	Janie Olivo	1/19/00	1/17/05	$ 3,500.00	Lot 6 Las Brisas Del Oro Unit #3, addition to Weslaco, Vol 34, Pg 27
3324	Jose Constantino	1/10/00	1/8/05	$ 3,500.00	Lot 13 Espanola Heights, addition to La Joya, Vol 27, Pg 153-B... NOT RECORDED
3327			12/29/04		
3328	Rosalva Loera	2/7/00	2/5/05	$ 3,500.00	All of Lot 125, Centerpoint Subd. Phase II, addition to City of Weslaco, Vol 29, Pg 137-A
3340	Nicasia P Mery	2/1/00	1/30/05	$ 3,500.00	All of Lot 16, Devan Estates, an addition to the City of Mission, Hid Co TX according to map rec Vol 26, Pg 46
3341	Martin Martinez	1/12/00	1/10/05	$ 3,500.00	All of Lot 4 and the East 1/2 of Lot 3, Blk 2, Kaymar Subd., an addition to the City of Weslaco Vol 18, Pg 26
3344	Carlos Loera	2/16/00	2/14/05	$ 3,500.00	Lot 11, Blk 8, Quality Subd. Unit #2, Vol 21, Pg 78
3345	Melissa Vasquez	2/11/00	2/9/05	$ 3,500.00	All of Lot 29, Los Laureles Estates, an addition to the City of San Juan, Vol 26, Pg 97B
3360	Sylvia Alvarez	2/22/00	2/20/05	$ 3,500.00	All of Lot 140, Valle Alto North Unit IV, an addition to the City of Hidalgo Vol 32, Pg 114
3361	Esteban Violante	2/22/00	2/20/05	$ 3,500.00	All of Lot 112, Valle Alto North Unit III, an addition to the City of Hidalgo Vol 32, Pg 113

3362	Raul Guajardo	2/23/00	2/21/05	$ 3,500.00	All of Lot 4, Blk 6, Rio Largo Estates, an addition to the City of Hidalgo Vol 31, Pg 151... 862045
3363	Juan Gomez	2/18/00	2/16/05	$ 3,500.00	Lot 187, Prairie View Heights, Phase II, an addition to the City of Mission Vol 30, Pg 200
3364	Isidro Orozco	2/25/00	2/23/05	$ 3,500.00	Lot 9, Blk 2, Rio Largo Estates, addition to City of Hidalgo, Vol 31, Pg 151
3365	Jesus Gonzalez	3/1/00	2/28/05	$ 3,500.00	All of Lot 10, Blk 2, Rio Largo Estates, an addition to the City of Hidalgo, Vol 31, Pg 151
3366	Jacinto Morales	2/22/00	2/20/05	$ 3,500.00	All of Lot 37, Amended map of Capri Mobile Home Subd., an addition to the City of San Juan Vol 28, Pg 57B
3369	Jose F Rodriguez	1/25/00	1/23/05	$ 3,500.00	All of Lot 8, Blk 2, Highlands Heights Subd., an addition to the City of Alamo, Vol 22, Pg 188
3371	Rolando Garces	2/14/00	2/12/05	$ 3,500.00	Lot 221, Colonia Del Noreste, Vol 23, Pg 166
3373	Sonia Moran	3/7/00	3/6/05	$ 3,500.00	Lot 123, Valle Alto Subd., an addition to the City of Hidalgo
3380	Julian Martinez	3/6/00	3/5/05	$ 3,500.00	Lot 57, Las Brisas Del Oro Unit #4, an addition to the City of Weslaco Vol 34, Pg 112
3381	Juan Trejo	3/3/00	3/2/05	$ 3,500.00	Lot 23. Las Brisas Phase III, Weslaco, TX 78596
3382	Rosalinda Lerma	3/10/00	3/9/05	$ 3,500.00	All of Lot 70, Nebraska Village, an addition to the City of Alamo, Vol 33, Pg 114
3383	Gloria G. Bernal	3/7/00	3/6/05	$ 3,500.00	Lot 29, Tower Acres, Unit #1, an addition to the City of Alamo, Hidalgo Co TX
3384	Luz M Sanchez	3/8/00	3/7/05	$ 3,500.00	Lot 5, Blk 5, Rio Largo Estates, an addition to the City of Hidalgo, Hid Co TX Vol 31, Pg 151
3385	Jesus Gutierrez	3/1/00	2/28/05	$ 3,500.00	All of Lot 34, Falcon Heights Subd, an addition to the City of Alton, Vol 20, Pg 162
3388	Adan Garza	2/28/00	2/26/05	$ 3,500.00	All of Lot 31, Flores Height Subd, Unit #1, an addition to the City of Palmview, Vol 27, Pg 165-B
3390	Josefina Garcia	3/6/00	3/5/05	$ 3,500.00	Lot 9 of the resubd. of Blk 58, Original Townsite of Alamo
3391	Jose G Puente	2/29/00	2/27/05	$ 3,500.00	Lot 5, Royalty House Subd., Unit II, an addition to the City of Alamo

3392	Cresenciano Cruz	3/3/00	3/2/05	$ 3,500.00	Lot 61, Las Brisas Del Oro Unit 4, an addition to the City of Weslaco, Vol 34, Pg 112
3393	Diana I Gonzalez	3/13/00	3/12/05	$ 3,500.00	Lot 308, Palm Lake Estates Unit #3, an addition to the City of Alton Vol 22, Pg 60
3405	Gloria Zemlicka	3/20/00	3/19/05	$ 3,500.00	Lot 6, Blk 6, Rio Largo Estates, an addition to the City of Hidalgo, Vol 31, Pg 151
3406	Francisco Medina	12/20/00	12/19/05	$ 5,000.00	Lot 113, Rio Largo Estates II, addition to City of Hidalgo, Vol 35, Pg 74
3407	Silvia Monsivais	3/28/00	3/27/05	$ 3,500.00	Lot 10, Blk 5, Pate's Second Addition to the Town of Hidalgo, Vol 8, Pg 60
3408	Baldemar Luna	3/1/00	2/28/05	$ 3,500.00	A 0.96 acre tract of land out of Blk 9, Lott Town and Improvement company Subd., Vol 4, Pg 462
3414	Elizabeth Rodriguez	2/8/00	2/6/05	$ 3,500.00	Lot 40, Las Brisas Del Oro Unit, an addition to Weslaco, Vol 34, Pg 27
3423	Maria E Canales	4/7/00	4/6/05	$ 3,500.00	Lot 4, Section 1, Cabana South Subd., addition to Alamo
3424	Maria I Tanguma	4/7/00	4/6/05	$ 3,500.00	Lot 6, Crenshaw Subd. #2, addition to Edcouch, Vol 26, Pg 166A
3425	Arturo Medrano	4/11/00	4/10/05	$ 3,500.00	Lot 12 Las Brisas Del Oro Unit 4, addition to Weslaco.. Vol 34, Pg 112
3427	Carlos Sanchez	4/3/00	4/2/05	$ 3,500.00	Lot 91 Las Brisas Del Oro Unit 4, addition to Weslaco, Vol 34, Pg 112
3436	Cecilia V. Gonzalez	7/21/00	7/20/05	$ 3,500.00	Lot 11 Blk 17, Alamo Land & Sugar Co, an addition to the City of Alamo, Hidalgo County Texas, according to the map recorded in Volume 33, Page 145
3437	Oscar Reyes	3/27/00	3/26/05	$ 3,500.00	Lot 102, Valle Alto North Unit III, addition to Hidalgo, Vol 32, Pg 113
3438	Ramiro Ramirez	4/7/00	4/6/05	$ 3,500.00	Lot 40, Nebraska Village, addition to Alamo Vol 33, Pg 114
3447	Jose M Vela	4/10/00	4/9/05	$ 3,500.00	All of Lot 41, La Homa Subd., Vol 27, Pg 124
3448	Jaime O. Cavazos	4/19/00	4/18/05	$ 3,500.00	Unit D, Building 1, Valley View Town Homes add to Weslaco, a condominium project in Hid Co TX... are defined in the Condo Declaration rec in Vol 1, Pg 99 Condominium Records Hid Co TX
3449	Jorge Vega	4/26/00	4/25/05	$ 3,500.00	Lots 2,3,4,5,6,7,8 & 9, Blk 110, Original Townsite of City of Hargill, Vol 3, Pg 45-46
3481	Maria McDowell	4/14/00	4/13/05	$ 3,500.00	Lot 88, Nuevo Amanecer Subd. Phase I, Vol 28, Pg 181

3485	Maria E De La Garza	6/7/00	6/6/05	$ 3,500.00	Lot 1 & 2, James Allen Subd., Vol 20, Pg 172
3486	Marco A. Regalado	6/7/00	6/6/05	$ 3,500.00	Lot 154, Rio Largo Estates II, an addition to City of Hidalgo, Vol 35, Pg 74
3493	Jonathan Tobias	6/2/00	6/1/05	$ 3,500.00	Lot 88, Dominique Estates Phase III, addition to City of San Juan, Vol 36, Pg 20
3494	Raul Martinez Jr	6/2/00	6/1/05	$ 3,500.00	Lot 11, Blue Jay Subd., Edinburg TX Vol 31, Pg 55
3514	Maria M Garces	6/9/00	6/8/05	$ 3,500.00	Lot 27, Las Brisas Del Oro Unit 3, addition to Weslaco, Vol 34, Pg 27
3515	Ramiro Zavala	6/29/00	6/28/05	$ 3,500.00	Lot 32, Las Brisas Del Oro Unit 4, addt to City of Weslaco, Vol 34, Pg 112
3516	Antonio Urbano	6/26/00	6/25/05	$ 3,500.00	Lot 15, West Doffing Subd., addition to City of Mission, Vol 33, Pg 142
3542	Victor Ortiz	8/11/00	8/10/05	$ 5,000.00	Lot 46, Las Brisas Del Oro Unit 4, addition to Weslaco, Vol 34, Pg 112
3590	Noe Mendoza	11/13/2000	11/12/05	$ 5,000.00	Lot 81, Las Brisas Del Oro Unit 4, addition to Weslaco, Vol 34, Pg 112
3591	Candelario Huerta	10/3/00	10/2/05	$ 5,000.00	Lot 34, Las Brisas Del Oro Unit 2, addition to Weslaco, Vol 34, Pg 112

AI-25389 **19.A.**

Extending Lease Contracts

CC REGULAR

Date:	02/22/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	Elections Administration

Information

CAPTION

Discussion, consideration and approval to extend Lease Contracts throughout the 2011 election cycle, thus allowing political entities time to research and budget as needed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reference AI-24655 01/11/2011.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2011 04:41 PM	APRV
2	Roland Garcia	Rolando Garcia	02/17/2011 11:06 AM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 04:04 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 09:23 AM	APRV

Form Started By: Angela Garcia — Started On: 02/16/2011 04:03 PM

Final Approval Date: 02/18/2011

AI-25319 **20.A.**

Statements of Qualifications-Professional Services Providers

CC REGULAR

Date:	02/22/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion to authorize the advertising of Statement of Qualifications including approval of RFQ packets, (i.e. Qualifications, Requirements and Scope of Services for the following professional services:
Medical and Dental Providers
Mental Health Providers
Special Services Providers

BACKGROUND

Policy Council Approval: 02.16.11

Fiscal Impact

Attachments

Link: Providers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/14/2011 03:42 PM	APRV
2	Roland Garcia	Rolando Garcia	02/17/2011 01:10 PM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 04:20 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 08:01 AM	APRV

Form Started By: Linda Galaviz — Started On: 02/14/2011 02:14 PM

Final Approval Date: 02/18/2011

Hidalgo County Head Start Program
Policy Council Agenda

DATE: February 16, 2011

SUBJECT: Discussion/Approval to Advertise and Approval of Statement of Qualifications, Requirements and Scope of Services for the Following:

1) Medical & Dental Providers
2) Mental Health Providers
3) Special Services Providers

RATIONALE/NEED: Administration needs to obtain medical/dental, mental health, and special services for the Head Start children for the next school year.

RECOMMENDATION: Administration recommends approval

COST: As specified on services required

RELATED INFORMATION INCLUDED: Memo/Qualifications, Requirements and Scope of Services

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

Medical & Dental

Hidalgo County Head Start Program

BID NO:2011-001-04-15	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MEDICAL & DENTAL PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 22, 2011

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MEDICAL & DENTAL PROVIDERS"
BID NO: 2011-001-04-15

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 7 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility consisting of 1 page.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 2 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application, Historically Underutilized Business (HUB) Declaration, and Primary Covered Transactions consisting of 3 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), 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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director — February 22, 2011

Hidalgo County Head Start Program

February 22, 2011

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
“MEDICAL & DENTAL PROVIDERS”
BID NO: 2011-001-04-15

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

1. Sealed Statements of Qualifications will be received for "MEDICAL & DENTAL PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with 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 (RFQ) "Medical & Dental Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday April 15, 2011. 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 Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday, April 8, 2011 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday April 11, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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 Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program 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 open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. 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 4:30 P.M., Monday-Thursday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Medical & Dental Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.
Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Medical & Dental Providers"** for the Hidalgo County Head Start Program.
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 15, 2011
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

. **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 45 CFR76.**

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

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, Hidalgo County Head Start Program 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 Head Start Program (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 Head Start Program 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 Head Start Program 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 Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

    . Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

    . 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 RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program 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 RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MEDICAL & DENTAL PROVIDERS"
RFQ No: 2011-001-04-15

February 22, 2011

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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 acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

Requirements/
Scope of Services

RFQ 2011-001-04-15

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MEDICAL & DENTAL PROVIDERS"
RFQ 2011-001-04-15

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Medical & Dental Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday, April 15, 2011. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2011-001-04-15

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, April 8, 2011 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 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 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein Exhibit E) certainly 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.

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 Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement 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 in order to be considered. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:

Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

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 three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Medical & Dental Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the Medical & Dental Provider and Specialty.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also be assisting with providing the services required. Curriculum Vitae, rsumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:

    1. Number of available staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.
    3. Office sites and locations: Provide a list of the office sites/locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C."
    5. Include copy of Texas Drivers License photo I.D. and proof of criminal background.

D. Furnish the following:
   1. Sample copy of a comprehensive Medical & Dental Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Medical & Dental Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Medical Services (as mandated by State-Medicaid and Federal Guidelines) include, but may not be limited to the following:

   A. Family profile and health
   B. Nutrition
   C. Development according to age and child's health
   D. Allergies
   E. Mental Health
   F. Health Education
   G. Physical Examination – A complete physical examination to check all body systems and regions beginning at the time of enrollment (example: appearance, head, skin/nodes, eyes, ears, nose, mouth/throat, teeth, neck, chest/breast, heart, pulses, abdomen, genitalia/anus, spine, extremities, muscle tone, etc.) will include the following:

      1. Height-Weight
      2. Blood Pressure
      3. Vision Screen (as mandated by Medicaid). A basic eye chart screen. For example, the Tumbling E, HOTV.
      4. Hearing Screen (as mandated by Medicaid). A basic screen done by an audiometer.
      5. Hemoglobin/Hematocrit – A procedure to determine iron deficiency anemia.
      6. Lead screening – A procedure to determine lead levels in the blood.
      7. Immunizations – All or any immunizations required to update the child's health record.

8. Mantoux Tuberculin Skin Test – An intra-dermal test consisting of 0.1cc tuberculin for proof of T.B. with date result and signature of person providing the test.
9. Strabismus Testing – A procedure to determine if child lacks strength, eye coordination.
10. Dental Screen – A visual exam to determine the category of a child's dental exam (Example: Needs Attention Soon, Needs Routine Care).

H. Final Diagnosis, assessment and/or Plan.

I. Referral – If an abnormal physical exam arises and the provider is unable to treat condition, a referral should be made at once. Parent will be notified as soon as abnormality is found or detected.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

II Scope of Dental Health Services (as mandated by Medicaid Guidelines)
include, but are not limited to the following:

A. A complete and comprehensive dental examination – on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:

1. A visual examination
2. X-Rays
3. Prophylaxis (cleaning)
4. Nutritional counseling
5. Behavior management, if necessary

B. Periodic Oral Examination- Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

C. Referral – If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPAA Compliance.

SUBMITTERS 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.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

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 Commissioner's 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"

1. **STAFFING OR PROJECT TEAM:**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The Professional team members shall have experience in performing similar contracts for counties, cities, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY:**
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
The proposal shall include the following:
- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday, April 15, 2011.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:
A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.
B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

RFQ # 2011-001-04-15

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY** (20)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
MEDICAL & DENTAL PROVIDERS
RFQ № 2011-001-04-15

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	_____
Comments/Rationale for Points: _____		
2. Experience of Project Manager	25	_____
Comments/Rationale For Points: _____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		

Provider: _____

Evaluator(s): _____ Date: _____

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

Business Name:_____

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

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

RFQ 2011-001-04-15

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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.

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; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded 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/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program – Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

CONFLICT OF INTEREST

RFQ 2011-001-04-15

EXHIBIT D

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 Hidalgo County Head Start Program. 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, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ 2011-001-04-15

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MEDICAL & DENTAL SERVICE PROVIDERS"

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 any 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 _____, 2011

Notary Public _____

My Commission expires: _____, 2011

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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? □ State General Services 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 Contractor Name:_____HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____

Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

CONTRACT FOR
MEDICAL & DENTAL

C-11-XXX-XX-XX

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August, 2011** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st** day of **July 2012.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider; and WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and

Program agree as follows:

1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the

Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____
_____

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

8. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

9. 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 performance in Hidalgo County, Texas.

10. 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.

11. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (July

31st, 2012) of the Contract period at the same rate and terms as provided in this Agreement. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

12.. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

13. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

14. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

HIDALGO COUNTY HEAD
START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

Form **W-9**
(Massachusetts Substitute W-8 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **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 2 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 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 Part II Instructions on page 2.

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.

Form **MA- W-9** (Rev. April 2009)

Mental Health

Hidalgo County Head Start Program

BID NO:2011-003-04-15	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MENTAL HEALTH PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 22, 2011

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MENTAL HEALTH PROVIDERS"
BID NO: 2011-003-04-15

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 7 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification of Interest Questionnaire (CIQ), Exhibit D, consisting of 3 pages.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 3 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application, Historically Underutilized Business (HUB) Declaration and Certification for Primary Covered transactions consisting of 3 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), 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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____

Ambrosio Tovar, Procurement Director Date

February 22, 2011

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"MENTAL HEALTH PROVIDERS"
BID NO: 2011-003-04-15

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

LEGAL NOTICE **BID NO: 2011-003-04-15**

1. Sealed Statements of Qualifications will be received for "MENTAL HEALTH PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with 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 (RFQ) "Mental Health Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday, April 15, 2011. 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 Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday April 8, 2011 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday, April 11, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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 Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program 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 open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee.

Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. 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 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Mental Health Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.

d) Notation - for- "**Mental Health Providers"** for the Hidalgo County Head Start Program".

e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 15, 2011
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

. **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 45 CFR76.**

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

. 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, Hidalgo County Head Start Program 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 Head Start Program (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 Head Start Program 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 Head Start Program 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 Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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 RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo

    County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program 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 RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MENTAL HEALTH PROVIDERS"
RFQ No: 2011-003-04-15

February 22, 2011

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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 acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

REQUIREMENTS
Scope of Services

RFQ 2011-003-04-15

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MENTAL HEALTH PROVIDERS"
RFQ NO. 2011-003-04-15

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Mental Health Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday April 15, 2011. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2011-003-04-15

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, April 8, 2011 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 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 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**
PROPOSER’S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein Exhibit E) certainly 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.

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 Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, TO HAVE a Procurement 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 in order to be considered. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term if for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

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 three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Mental Health Consultants, which include License Professional Counselor (LPC), Psychologist, and Psychiatrist, are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Mental Health Providers.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also conduct Mental Health evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services;
    2. Cultural, linguistic sensitivity, diversity and flexibility;
    3. Office sites and locations;
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
D. Furnish the following:
    1. Techniques utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    2. The list of instruments utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    3. Sample copy of a comprehensive Mental Health evaluation for three (3) to five (5) year old children.
E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.
F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications.

I. Scope of Mental Health Services would include, but may not be limited to the following:

- A. Classroom observation.
- B. Individual child observation.
- C. Psychological Assessment, Screening and Evaluations.
- D. Parenting Skills Training.
- E. Staff Mental Health Training.
- F. Psychological Services.
- G. Child, Family and Staff Consultation/Counseling/Play Therapy.
- H. Medication Management (Follow-Up).
- I. Behavior Modification Plans.
- J. Required Hidalgo County Head Start Program documentation as required by the Performance Standards.
- K. Home Visits (As Deemed Necessary).
- L. Prescribed Medication (As Deemed Necessary).

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program requires one (1) original submittal and three (3) copies.

SECTION III – SELECTION AND SCHEDULES

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 Commissioner's 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"

1. **STAFFING OR PROJECT TEAM:**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The Professional team members shall have experience in performing similar

contracts for counties, cities, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
The provider shall designate experienced therapist staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY:**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
The proposal shall include the following:
- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday, April 15, 2011.** All costs and expenses associated with the preparation and submission of rfq's, bids, proposals and/or quotes shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

RFQ # 2011-003-04-15

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY** (20)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
MENTAL HEALTH PROVIDERS
RFQ № 2011-003-04-15

	Selection Criteria	Points	Score
1.	Professional Qualifications of Team Comments/Rationale For Points:	20	_____
2.	Experience of Project Manager Comments/Rationale For Points:	25	_____
3.	Experience/Availability of Project Manager Comments/Rationale For Points:	20	_____
4.	Understanding of Project Comments/Rationale For Points:	25	_____
5.	Familiarity with Applicable Rules and Regulations Comments/Rationale For Points:	10	_____

Provider: _____

Evaluator(s): _____ Date: _____

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

Name of Company: _____

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

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

RFQ 2011-003-04-15

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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.

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; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

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

_____ _____
Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

CONFLICT OF INTEREST

RFQ 2011-003-04-15

EXHIBIT D

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 Hidalgo County Head Start Program. 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, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ 2011-003-04-15

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MENTAL HEALTH PROVIDERS"

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 any 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 _____, 2011.

Notary Public _____

My Commission expires: _____, 2011

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: **Telephone Name: ( )**

dba Name:

Legal Name:

Mailing Address: **Fax Name: ( )**

Physical Address:

City, State, Zip: **Tax I.D. №**

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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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?: □ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: _____

Title: _____

Telephone No.:_____ Date: _____

CONTRACT FOR
MENTAL HEALTH

C-11-XXX-XX-XX

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of July, 2011 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____, (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the 31st day of July, 2012.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of services to the clients of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540-0117

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider agree that either party 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. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

6. Provider agrees to provide professional liability, premises liability and auto liability insurance covering his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

8. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

9. The Provider will indemnify and hold the Program and the County of Hidalgo harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

10. 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 performance in Hidalgo County, Texas.

11. 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.

12. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

13. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

14. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

15. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ►----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Social security number
□□□-□□-□□□□

OR

Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

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.

Sign Here	**Authorized Signature ►**	**Date ►**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **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 2 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 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 Part II Instructions on page 2.

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.

Form **MA- W-9** (Rev. April 2009)

Special Services

Hidalgo County Head Start Program

BID NO:2011-003-04-15	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

SPECIAL SERVICES PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 22, 2011

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"SPECIAL SERVICES PROVIDERS"
BID NO: 2011-003-04-15

1) Request For Qualifications Letter

2) Request for Qualifications, Legal Notice, 7 pages.

3) Acknowledgement Form

4) Requirements Criteria, Exhibit A, 6 pages

5) Evaluation Criteria, Exhibit B, 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility

7) Insurance Requirements, Exhibit C, 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, 2 pages.

9) Proposer's Affidavit, Exhibit E

10) Parent Consent for Transportation, Exhibit F

11) Vendor Application, Historically Underutilized Business (HUB) Declaration, Certification for Primary Covered Transactions 3 pages.

12) Draft Contract for Professional Services, 6 pages.

13) W-9 Form (Request for Taxpayer ID)

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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____

Ambrosio Tovar, Procurement Director Date

Hidalgo County Head Start Program

February 22, 2011

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"SPECIAL SERVICES PROVIDERS"
BID NO: 2011-003-04-15

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Please make sure to follow all instructions as some have change from last RFQ.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

LEGAL NOTICE **BID NO: 2011-003-04-15**

1. Sealed Statements of Qualifications will be received for "SPECIAL SERVICES PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with 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 (RFQ) "Special Service Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. **Friday April 15, 2011**. 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 Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday April 8, 201 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday April 11, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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 Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program 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 open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee.

Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. 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 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Special Services Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.

d) Notation - for- "**Special Service Providers** for the Hidalgo County Head Start Program".

e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 15, 2011
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

. **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 45 CFR76.**

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

. 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, Hidalgo County Head Start Program 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 Head Start Program ("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 Head Start Program 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 Head Start Program 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 Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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 RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program 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 RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information **WILL** result in rejection of the RFQ as non-conforming.

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2011-003-04-15

February 22, 2011

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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 acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

REQUIREMENTS/
Scope of Services

RFQ 2011-003-04-15

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2011-003-04-15

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications from qualified State of Texas registered Professional Therapist firms in order to establish a pre-qualified pool of Therapist on an "As Needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of One (1) Year. The Hidalgo County Head Start Program Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on **"Special Services Hidalgo County Head Start Program" "Request for Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday April 15, 2011. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2011-003-04-15

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday April 8, 2011 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 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 North 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 E) certainly 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.

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 Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement 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 Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

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 three (3) copies of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ for Special Services Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Special Services Providers.
B. Business Address and Telephone Number.
C. The name of the professional who will be the primary contact person and the names and qualifications of any associates in the office who will also conduct Special Services evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.
    3. Office sites and locations: Provide a list of the office sites /locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
    5. Include copy of Texas Drivers License, Motor Vehicle Report (MVR), photo I.D., First Aid/CPR Certifications, two (2) employment reference letters, résumé to include current place of employment and proof of criminal background investigation of all designated bus/van drivers and monitors (Preferably driver and monitor will consist of a male/female, or female/female team). **Criminal background investigations must be clear of any/all violations in order for drivers/monitors be eligible to transport children.**
    6. Transportation is a must. **No sub-contracting for transportation shall be allowed**. Vehicles must be registered under the Provider's agency name. The Provider shall be in full compliance with federal, state, and local laws, rules, and regulations pertaining to transportation of all children (ages 3-5) as per Head Start Performance Standards, 1310.
    7. Transportation vehicles must have Rehab logo displayed **Always**.
    8. Parental signed consent form must be carried in transportation vehicle at all times.

9. Parental Consent Form must not have any attachments without Head Start approval.

D. Furnish the following:
   1. Techniques utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   2. The list of instruments utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   3. Sample copy of a comprehensive Special Service Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Special Services Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Special Services include, but may not be limited to the following:
   A. Occupational Therapy, Physical Therapy, Speech Language Therapy, Visual Impairment Assessments, Screening and Evaluations to include reports and quarterly progress reports.
   B. Family and Staff Training.
   C. Speech-Language Therapy - Individual.
   D. Physical Therapy - Individual.
   E. Occupational Therapy - Individual.
   F. **Individual Goals and Objectives (IGO's)**
   G. Required Hidalgo County Head Start Program documentation /reports as required by the Performance Standards.
   H. Staff Technical Assistance.
   I. **Direct Supervision of Licensed Assistants in Speech Language Pathology, Physical Therapy or Occupational Therapy.**
   J. Time frame for children's services/treatment to include transport time should not exceed more than two hours. If children receive more than one discipline, separate appointment times should be scheduled.
   K. Children's therapy must be scheduled starting at 1:00 p.m.

   L. Special services providers must use the Head Start "Transportation Consent Form" with their letterhead information. (Exhibit F)
   M. Children picked-up for therapy services from Head Start site must be returned to the same Head Start site.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a manner that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian.

All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

SUBMITTERS 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.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

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 Commissioner's 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"

1. **STAFFING OR PROJECT TEAM:**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The Professional team members shall have experience in performing similar contracts for counties, cities, school districts, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY:**
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday April 15, 2011.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

RFQ # 2011-003-04-15

Exhibit B
EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY** (20)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
SPECIAL SERVICES
RFQ № 2011-003-04-15

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		
2. Experience of Project Manager	25	_____
Comments/Rationale For Points: _____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		

Provider: _____

Evaluator(s): _____ Date: _____

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

Business Name:_____

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

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“SPECIAL SERVICES PROVIDERS”

RFQ 2011-003-04-15

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Accord form. Certificates of insurance naming Hidalgo County Head Start Program 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.

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 Hidalgo County Head Start Program - Procurement Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded 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/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Hidalgo County Head Start Program - Procurement Department will cause the bid award to be rescinded and then 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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

CONFLICT OF INTEREST

RFQ # 2011-003-04-15

EXHIBIT D

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 Hidalgo County Head Start Program. 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, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ # 2011-003-04-15

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

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 any 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 _____, 2011.

Notary Public _____

My Commission expires: _____, 2011

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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?: □ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

EXHIBIT F

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“PARENT CONSENT FOR TRANSPORTATION”

RFQ # 2011-003-04-15

PARENT CONSENT FOR DISABILITY TRANSPORTATION AND EMERGENCY MEDICAL SERVICE

CENTER TO AGENCY

Transportation:

I,_____, hereby give consent for my child_____, to
Name of Parent or Guaridan Child's Name

be transported from the center_____ to _____
Name of Center Name of Agency

for therapy, thereafter, will be transported back to the center.

Emergency Medical Attention:

In the event that I can not be reached for a medical emergency, I authorize the person in charge to take my child_____, to a local attending physician or hospital. I give my consent for
Child's Name

necessary emergency treatment when my child is in the care of such physician, hospital, or clinic.

_____(_____) _____
Parent or Guardian Signature Telephone Number Date

_____(_____)_____
Physician's Name Physician's Address Telephone Number

CONTRACT FOR SERVICES
DISABILITY
C-11-XXX-XX-XX

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August, 2011** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st** day of **July 2012.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A.

1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program.

The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____
_____

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider

shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (July 31st, 2012) of the Contract period at the same rate and terms as provided in this Agreement. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ►----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ►** **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **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 2 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 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 Part II instructions on page 2.

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.

Form **MA- W-9** (Rev. April 2009)

AI-25321 **20.B.**

FYI - Website

CC REGULAR

Date:	02/22/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Hidalgo County Head Start Program Website

BACKGROUND

Policy Council Approval: 02.16.11

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Information regarding operational website for HeadStart only.

Attachments

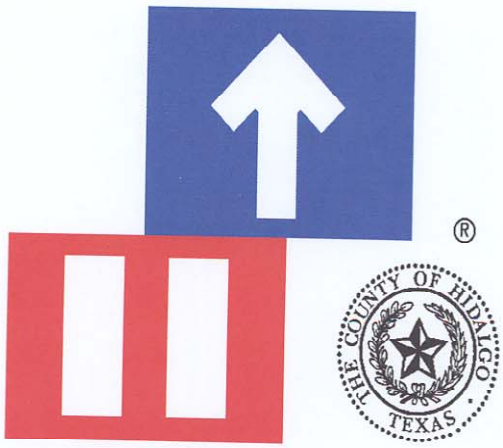
Link: Website

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/14/2011 03:45 PM	APRV
2	Roland Garcia	Rolando Garcia	02/17/2011 01:18 PM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 04:26 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 08:03 AM	APRV

Form Started By: Linda Galaviz — Started On: 02/14/2011 02:23 PM

Final Approval Date: 02/18/2011



The Hidalgo County Head Start Program Website is officially operational.

You can locate the website by entering www.hchsp.org on your address bar.

AI-25320 **20.C.**

Purchase Two (2) Buses

CC REGULAR

Date:	02/22/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion and authority to purchase Two (2) New School Buses through the Hidalgo County's Membership/Participation with the Texas Procurement and Support Services Commission (TPASS) in the amount of $180,000.00 which included delivery and any (if applicable) administrative charges.

BACKGROUND

Policy Council Approval: 02.16.11

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

2010 Expansion Grant Funds will be carried forward to 2011 and must be expended by September 2011. Buses will be purchased with these monies.

Attachments

Link: Purchase Two Buses

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/14/2011 03:44 PM	APRV
2	Roland Garcia	Rolando Garcia	02/17/2011 01:16 PM	APRV
3	Auditor's Office	Linda Fong	02/17/2011 04:24 PM	APRV
4	Purchasing Department	Marty Salazar	02/18/2011 08:03 AM	APRV

Form Started By: Linda Galaviz — Started On: 02/14/2011 02:18 PM

Final Approval Date: 02/18/2011

Hidalgo County Head Start Program
Policy Council Agenda

DATE: February 16, 2011

SUBJECT: Discussion/Approval to Purchase Two (2) School Buses Through the Hidalgo County's Membership/Participation With the Texas Procurement and Support Services Commission (TPASS) not to Exceed $180,000, including delivery charges

RATIONALE/NEED: Additional buses needed to provide transportation services to children. Expansion grant funds were approved and carried forward to for fiscal year 2011 for this purchase.

RECOMMENDATION: Administration recommends approval.

COST: $180,000.00

RELATED INFORMATION INCLUDED: Memo

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540-0117 ♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

To: Edmundo Garcia, Assistant Director

From: Ambrosio Tovar, Procurement Director Ayde Solis for AT

Date: February 8, 2011

Sub: School Bus Request – Texas Procurement and Support Services

We would like to request approval to use the Hidalgo County's membership /participation with the Texas Procurement and Support Services (TPASS) to facilitate the purchase of two (2) school buses. TPASS obtains the bids from different bus manufacturers and they recommend the manufacturers that will give us the best price for the product.

Mr. Oscar Palacios and Mr. Oliver Solis have submitted the specifications for the school buses.

The required funds for this purchase of $180,000 will be from the 2010 expansion budget which was verbally approved to be carried forward into fiscal year 2011 and must be spent by September 2011. The authorization to purchase will be executed upon written confirmation of the Grant Award.

These are forty-seven (47) passenger buses, with the integrated child restraint system included reduces the seating capacity to thirty-two (32) passengers. We estimate (based on the specifications) that each bus will cost approximately $79,963.00, including delivery charges.

Should you have any questions please let me know.

Thank you.

AI-25416 **21.A.**

2012 Hidalgo County Resolution Indigent Defense Discretionary Grant Program

CC REGULAR

Date:	02/22/2011
Submitted By:	Patti Loya, PUBLIC DEFENDERS
Submitted For:	Patti Loya
Department:	PUBLIC DEFENDERS
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and action to approve a resolution authorizing the submittal of a grant request to the Indigent Defense Task Force Discretionary Grant Program.

BACKGROUND

To fund two (2) Juvenile Public Defenders and one (1) support position to handle Juvenile cases from the 449th District Court.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #:

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

BUDGETARY IMPACT:

Submittal of Resolution to apply does not require funding at this time.

Estimated Cash Match by Hidalgo County for first year: 20% of total program costs. See attached Fiscal Note for estimations per year.

Attachments

Link: APPLICATION

Link: RESOLUTION

Link: FISCAL NOTE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2011 09:13 AM	APRV
2	Sylvia Solis	Sylvia Solis	02/18/2011 01:41 PM	APRV
3	Auditor's Office	Linda Fong	02/18/2011 03:32 PM	APRV

Form Started By: Patti Loya Started On: 02/18/2011 07:43 AM

Final Approval Date: 02/18/2011

FY2012 Hidalgo County Discretionary Grant Program Intent to Submit Application

You have read-only access to this page because this ISA has arleady been submitted.

Application Submitted by Jaime E Gonzalez at 2/16/2011 4:10:00 PM, Confirmation Number D201210820110216.

Official Requests for Applications (RFA) Notice on Texas Task Force on Indigent Defense website
(If a conflict exists between this webpage and the RFA, the RFA prevails.)

Steps in Application Process

Tier One: Intent to Submit Application (ISA) Requirement

- Review the eligibility requirements. Each year the Task Force adopts specific measures as eligibility requirements for the discretionary grant funds. These measures are intended to encourage each county's compliance with statutory requirements or policy and standards adopted by the Task Force. The compliance checklist maintained by the special counsel is shown below. Counties not meeting plan eligibility requirements should contact the Task Force Special Counsel to resolve any compliance issues **before 5:00PM on February 25, 2011.**

Indigent Defense Plan Review Summary		
District Plan	**County Plan**	**Juvenile Board Plan**
Complete	Complete	Complete
The plan requirements appear to have been met.		

- Verify the data on this page and update if necessary.
- Court Commitment – The judiciary is responsible for implementing indigent defense procedures within counties. ISAs must contain letter(s) of commitment to participate with or support the program implementation from the affected judges (see Attachment B). The attachment B is a **sample** form and must be modified to ensure it communicates what level of commitment that the local judges are providing to the specific program in the application. All supporting documents must be mailed together and be clearly labeled. **These documents must be postmarked on or before February 25, 2011**.

Tier Two: Full Proposals Requirements

- Notice to proceed with Application - The grant administrator will review all ISAs and provide a writen **Notice to Proceed with Application** to those counties that best demonstrate that they meet the priority funding and other requirements contained within this RFA.
- Supporting Documents – Optional documents such as timelines, general letters of support, agreements, or other documents that the county uses to support their application must be mailed. All supporting documents must be mailed together and be clearly labeled. **These documents must be postmarked on or before April 29, 2011.**
- Submit a Resolution / Internet Submission Form approved by Hidalgo County's Commissioner Court and signed by the authorized official. A link will be available on the confirmation page to print out the Resolution / Internet Submission Form. When a grant application is submitted via the Internet, the Task Force will not consider it complete until the applicant provides a Resolution / Internet Submission Form that is signed by the applicant's authorized official and that meets all deadlines for applications. The County Commissioners' Court must adopt the resolution provided through the application process that authorizes the grant request and takes responsibility for the appropriate expenditure of the funds. This form also certifies that the information submitted via the Internet is true and correct and that, if a grant is awarded, the county will abide by all relevant rules, policies, and procedures. **This form must be postmarked on or before April 29, 2011 and mailed or faxed to:**

  Task Force on Indigent Defense
  Attention: Grants Administrator
  205 West 14th Street, Suite 600

PO Box 12066
Austin, Texas 78711-2066.
512-936-6994
512-475-3450 Fax

Texas Administrative Code §173.8, §173.202

- Meet grant award conditions such as Indigent Defense Plans and Expenditure Reports required throughout the year.

All applications must be submitted on-line by 5:00 PM on April 29, 2011 (or postmarked by the dates indicated if a waiver is granted). Late submissions will not be considered. All court commitment documents, supporting documents, and resolutions / internet submission form supporting the grant applications must be completed entirely and submitted together. **These documents must be postmarked on or before April 29, 2011**. Incomplete submissions will not be considered.

This form is completed using the information currently available to the Task Force. Please review and make any corrections necessary.

Please review the Request for Applications before completing this form. Please contact the Grants Administrator, Bryan Wilson, at 512-936-6996 if you have any questions.

Primary County	**Hidalgo**
Fiscal Year	**2012**

Type of Grant:

○ **Single-Year Discretionary Grants** - These are competitive grants - The single year discretionary grant pays up to 100% of an awarded activity on a reimbursement basis. (Applications for video-teleconferencing equipment and applicatons requesting full-time equivalent positions require a 50% match.)

◉ **Multi-year Discretionary Grants** - These are competitive grants that require a cash match as described below and are intended to last up to four years. A county will be required to re-apply for continued funding after each grant year: The multi-year discretionary grant fund will pay up to 80% of total program costs in the first year; 60% in the second year; 40% in the third year; and 20% in the fourth year. Awarded activities are funded on a reimbursement basis. The following application characteristics shall be given priority in deciding funding:

- Programs that provide direct services to indigent defendants.
- Establishment of public defender offices.
- Establishment of regional public defender offices.
- Programs that provide mental health defender services.
- Programs that provide juvenile defender services.

Year of Grant: **1**

Select counties participating in the Discretionary ID Grant Proposal

Available Counties	Selected Counties
Anderson Andrews Angelina Aransas Archer Armstrong Atascosa Austin	Hidalgo

State Payee Identification number	74-6000717
Division or unit within the county to administer the grant	Hidalgo County Auditor's Office

Official County Mailing Address

Address (line 1)	1615 South Closner, Suite J
Address (line 2 if needed)	

City	Edinburg
State	TX
ZIP	78539

Program Title: Please provide a simple and unique title for the program. *(250 characters maximum)*
Hidalgo County Public Defender's Office - Juvenile Section

Estimated Total Program Cost:	$200,000.00
Estimated Cash Match by County for first year:	$40,000.00

Problem Statement*- (900 characters or estimated 100 words): Please describe the problem that made you aware you may need a grant funded program.
During FY 2010, the 449th District Court, the court assigned the juvenile case load for Hidalgo County, approved an estimated $650,000 to court appointed attorneys for services rendered. Estimates for FY 2011 and FY 2012, project that cost to be higher than $700,000.

Objectives* - (900 characters or estimated 100 words): Please describe how the situation should be if the grant funded program is successful.
If this program is successful, the juvenile public defender's office will have absorbed a majority of the appointed case load thereby reducing court appointed fees. Furthermore, as projected caseloads increase in the future, the county will realize future savings as juvenile public defender costs will remain the same.

Activities* - (2500 characters or estimated 500 words): Please describe what specific actions need to be taken to solve the problem(s) above.
In order to fully address the high costs of court appointed attorney fees, the following actions need to be addressed: 1) The Public Defender's Office would need, at least, two additional juvenile attorney and one support staff; 2) The 449th District Court must recognize the potential savings to the county of a juvenile public defender and should appoint cases to its assistant public defenders; 3) Hidalgo County must institute a policy whereby the juvenile public defender's office will be guaranteed a percentage of court appointed cases; and 4) The juvenile public defender's section will require access to juvenile records to fully represent its clients.

Evaluation* - (900 characters or estimated 100 words): Please describe what events would be measured to know for certain that the program was a success.
1) Number of cases appointed; 2) Number of cases disposed; 3) Cost per case (juvenile public defender vs. court appointed attorney); 4) Cost saving in overall attorney voucher payouts; and 5) Cost saving from Hidalgo County juvenile detention center by expediting cases more efficiency.

* The text boxes will only hold unformatted text. Pasting formatted text from Word or other program will result in only the actual text being input.

Officials Designated at the County Level

The County Judge and Financial Officer positions must be designated according to rule. The County Judge is the elected Constitutional County Judge for the county. The Financial Officer must be the County Auditor, or in the case of counties which do not have a county auditor, the County Treasurer. In order to streamline communications, all grant communication will be with the Program Director. If the information for these positions is out-of-date, click on Cancel, update these positions from the county home page, and then re-enter this application.

The County Judge is **Ramon Garcia.**

The Financial Officer is the County Auditor, **Raymundo Eufracio.**

Grant Officials

The Program Director must be an officer or employee responsible for the program operation or monitoring and who will serve as the point-of-contact regarding the program's day-to-day operations. The Authorized Official must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official. The program director and the authorized official may be the same person. The financial officer may not serve as the program director or the authorized official. *Texas Government Code §173.301(a).* Please indicate who you anticipate as the grant officials. If you are allowed to proceed, this may still be changed on the Tier 2 Application.

Program Director

Jaime E Gonzalez
1615 S. Closner, Suite B
Edinburg, TX 78539

phone: 956-292-7040
Fax: 956-292-7049
email: jimmy.gonzalez@co.hidalgo.tx.us

Authorized Official

Fred Garza
100 N. Closner
3rd Floor
Edinburg, TX 78539

phone: 956-318-2390
Fax: 956-318-2577
email: fred.garza@co.hidalgo.tx.us

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version

Additional notes or proposed changes:

Home

2012 Hidalgo County Resolution
Indigent Defense Discretionary Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 71.062 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that Fred Garza is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Jaime E Gonzalez is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2011.

Ramon Garcia
County Judge

Attest:

County Clerk

Note: This Required Resolution is to obtain grant funds. Please do not alter it other than to fill in the optional spaces. Please direct request to alter to the Task Forceâ€™s Special Counsel.

Internet Submission Form

After submitting the discretionary grant application on-line, the following Internet submission confirmation number was received #D201210820110216. This grant application submission was in accordance with the Commissioners Court Resolution above.

Fred Garza
Authorized Official

2012 Hidalgo County Resolution
Indigent Defense Discretionary Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 71.062 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that Fred Garza is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Jaime E Gonzalez is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2011.

Ramon Garcia
County Judge

Attest:

County Clerk

Note: This Required Resolution is to obtain grant funds. Please do not alter it other than to fill in the optional spaces. Please direct request to alter to the Task Forceâ€™s Special Counsel.

Internet Submission Form

After submitting the discretionary grant application on-line, the following Internet submission confirmation number was received #D201210820110216. This grant application submission was in accordance with the Commissioners Court Resolution above.

Fred Garza
Authorized Official

Indigent Defense Task Force Discretionary Grant

FISCAL NOTE

AI-25416

	Estimated Total Program Cost	Grant		County Match	
YEAR 1	$200,000.00	$160,000.00	80%	$40,000.00	20%
YEAR 2	$200,000.00	$120,000.00	60%	$80,000.00	40%
YEAR 3	$200,000.00	$80,000.00	40%	$120,000.00	60%
YEAR 4	$200,000.00	$40,000.00	20%	$160,000.00	80%
TOTAL COSTS	**$800,000.00**	**$400,000.00**		**$400,000.00**	

AI-25437 **22.A.**

2012 Budget Planning Process
CC REGULAR

Date:	02/22/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Presentation on the 2012 Budget Planning Process.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2011 02:54 PM	APRV
2	Auditor's Office	Linda Fong	02/18/2011 03:52 PM	APRV
3	Purchasing Department	Marty Salazar	02/18/2011 04:21 PM	APRV
Form Started By: Angela Garcia			Started On: 02/18/2011 02:44 PM	
Final Approval Date: 02/18/2011				

AI-25413 **22.B.**

Advance Funding Agreement Amendment#2 - Texas Department of Transportation

CC REGULAR

Date:	02/22/2011
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Rey Salazar
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

TXDOT (1315):
1. Discussion, consideration, acceptance and approval of Advance Funding Agreement Amendment # 2 between County of Hidalgo and Texas Department of Transportation for the "I" Road Project from US 281 South to Owassa Rd.

2. Authority for County Judge to sign the required document(s): Advance Funding Agreement Amendment # 2

BACKGROUND

Reference: Amendment#1 AI#15862 6-8-09

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1315-431-00-124-023-0-731

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

BUDGETARY IMPACT:

Available balance as of 2-18-11 $9,750.00
Reference: Amendment#1 AI#15862 6-8-09

Attachments

Link: Amendment# 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	02/18/2011 12:59 PM	APRV
2	Rey Salazar		02/18/2011 04:25 PM	NEW

Form Started By: Manuel Chapa Started On: 02/17/2011 04:40 PM

Final Approval Date: 02/18/2011

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

November 30, 2010

RECEIVED

DEC 07 2010

COUNTY JUDGE

The Honorable Ramon Garcia
County Judge, Hidalgo County
P O Box 1356
Edinburg, TX 78540

RE: Advance Funding Agreement Amendment #2
I Rd. - Owassa to US 281
CSJ 0921-02-132

Dear Judge Garcia:

Enclosed please find two originals of Amendment #2 to the subject Advance Funding Agreement. This amendment is needed to address the Hidalgo County Metropolitan Planning Organization's capping of the American Recovery and Reinvestment Act (ARRA) funds allocated to this project at $4,071,711.17 based on the actual low bid received.

Please sign and return both signed originals to the attention of Mr. Jody R. Ellington, our Director of Transportation Planning and Development, at the above address for further processing. If you have any questions contact me or Jody Ellington at 702-6100.

Sincerely,

Mario R. Jorge, P.E.
Pharr District Engineer

Enclosure

cc: Jody R. Ellington, P.E., Director of Transportation Planning and Development
Hector Gonzalez, P.E., Pharr Area Engineer
Project File

CSJ # 0921-02-132
District # 21 (Pharr)
Code Chart 64 # 50109 (Hidalgo)
Project: I Road from US 281 South to Owassa Rd.
CFDA # 20.205(A)

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT AMENDMENT # 2

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on the 26th day of August 2004, to effectuate their agreement to reconstruct "I" Rd. from US 281 South to FM 3461 (Nolana Road); and,

WHEREAS, the State and the Local Government executed Amendment #1 on the 1st day of July 2009, to address revised project limits, updated costs, the Economically Disadvantaged County Program reduction to the Local Government's participation and the American Recovery and Reinvestment (ARRA) funds; and,

WHEREAS, the agreement is being revised to revise the amount of American Recovery and Reinvestment Act (ARRA) funding allocated to the project;

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items

1) Article 3. Local Project Sources and Uses of Funds, of the original contract is being amended to add the following as the second paragraph of 3a:

   If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled Local Government Project Procedures Qualification for the Texas Department of Transportation. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

2) Article 3. Local Project Sources and Uses of Funds, of the original contract is amended to add the following as paragraph 3n:

   Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3) Article 22. Inspection of Books and Records, of the original contract is being amended to add the following as the second paragraph:

   Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and

b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorize d:

a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and

b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

4) Article 23. Office of Management and Budget (OMB) Audit Requirements is being amended to add the following:

Whenever funds from the American ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

5) Attachment C-1, PROJECT BUDGET of Amendment #1 is being deleted and replaced with Attachment C-2, PROJECT BUDGET, contained herein.

6) All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Hidalgo County
Name of Local Government

By: _____
Signature

Ramon Garcia
Printed Name

Hidalgo County Judge
Title

_____
Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Signature

Janice Mullenix
Director of Contract Services

_____
Date

ATTACHMENT C-2
PROJECT BUDGET

The Hidalgo County Metropolitan Planning Organization (HCMPO) allocated Federal American Recovery and Reinvestment Act (ARRA) Funds in the amount of $4,071,711.17 for this project. These funds are to be used exclusively for construction costs and are capped. Per HCMPO direction, use of these ARRA funds requires Local Government participation at a rate equal to that of the required Local Government participation for the funding being used for construction engineering and contingency costs as well as the funding being used for construction costs above that covered by the ARRA funds and associated Local Government participation. District Discretionary funds will be used to cover construction engineering and contingency costs as well as construction costs which exceed the capped ARRA funds and associated required Local Government participation. The Local Government will also be responsible for 100% of all preliminary engineering, right of way and utility adjustment costs.

The project costs will be split equally between the two Local Governments (50% for the City of Edinburg, and 50% for Hidalgo County) since the project segment lengths within each entity's jurisdiction are equal. Considering this, the usual 20% Local Government match, and taking into account approved Economically Disadvantaged County Program (EDCP) reductions of 90% for the City of Edinburg and 85% for Hidalgo County, Local Government participation for construction and construction engineering and contingencies is 1% for the City of Edinburg and 1.5% for Hidalgo County. For non ARRA funding, State participation to cover the Local Government's EDCP reductions will be 17.5%. There will be no State participation for the ARRA funding.

The following is an estimated breakdown of the project costs and funding participation. It is understood that the costs shown are estimates only, and Local Government participation will be based on actual charges to the project:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Government Participation			
						City of Edinburg		Hidalgo County	
		%	Cost	%	Cost	%	Cost	%	Cost
Preliminary Engineering	$ 443,160.00	0.00%	$ -	0.00%	$ -	50.00%	$ 221,580.00	50.00%	$ 221,580.00
ROW & Utility Adjustments	$ -	0.00%	$ -	0.00%	$ -	50.00%	$ -	50.00%	$ -
Construction - ARRA Funds	$4,176,114.02	#97.50%	$4,071,711.17	@ 0%	$ 0.00	1.00%	$ 41,761.14	1.50%	$ 62,641.71
Construction Engineering & Contingencies (E&C) (estimated at 12% of Construction Costs) - District Discretionary	$ 501,133.68	80.00%	$ 400,906.94	17.50%	$ 87,698.39	1.00%	$ 5,011.34	1.50%	$ 7,517.01
Engineering Direct State Cost	$50,963.40	80.00%	$40,770.72	17.50	$8,918.60	1.00%	$509.63	1.50%	$764.45
Indirect State Cost	$286,394.98	80.00%	229,115.98	20%	$57,279.00				
PROJECT TOTAL	$5,457,766.08		$4,742,504.81		$153,895.99		$ 268,862.11		$ 292,503.17

- 97.5% Participation for the first $4,176,114.02 in construction costs incurred, and 80% thereafter.
@ - 0% Participation for the first $4,176,114.02 in construction costs incurred, and 17.5% thereafter.

AI-25401 **22.C.**

Designation of Funds - Capital Projects (1301)

CC REGULAR

Date:	02/22/2011
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Capital Projects (1301):
1. Approval to designate the amount of $342,000.00 in the year 2010 for expenditures related to the repairs and renovations of Los Ebanos Pavilion and Abram Pavilion located in Precinct No. 3.
2. Approval to un-designate the amount of $342,000.00 in the year 2011 for expenditures related to the repairs and renovations of Los Ebanos Pavilion and Abram Pavilion located in Precinct No. 3.
3. Approval of 2011 interfund transfer in the amount of $342,000.00 to fund repairs and renovations of Los Ebanos Pavilion and Abram Pavilion.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1X0X-XXX-XX-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available for transfer as of 2/18/11. Interfund transfer from 1100 fund balance.

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	02/18/2011 02:49 PM	APRV
2	Budget & Management	Erika Zamora	02/18/2011 02:52 PM	APRV
3	Roland Garcia	Rolando Garcia	02/18/2011 03:06 PM	APRV
4	Auditor's Office	Linda Fong	02/18/2011 03:38 PM	APRV
5	Purchasing Department	Marty Salazar	02/18/2011 03:50 PM	APRV

Form Started By: Perla Lopez Started On: 02/17/2011 10:14 AM

Final Approval Date: 02/18/2011

DATE: February 22, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Capital Projects (1301)

2011
Transfer

ACCOUNT NUMBER: **1-1X0X-XXX-0X-XXX-XXX-0-XXX**

AI - 25401

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1100-491-01-000-301-0- 891	**Transfers Out - Capital Projects**	**342,000.00**
TO		
1-1301-391-01-000-100-0- 000	**Transfers In - General Fund**	**342,000.00**
1-1301-452-00-123-094-0- 452	**Los Ebanos Pavilion - Bldg Add & Renov**	**242,000.00**
1-1301-452-00-123-095-0- 452	**Abram Pavilion - Bldg Add & Renov**	**100,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**342,000.00**

REASON: **Transfer to fund repairs and renovations of Los Ebanos Pavilion and Abram Pavilion Located in Precinct #3.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25434 **22.D.**

Correction of Account No. for Domestic Relations Office (1100)

CC REGULAR

Date:	02/22/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management **Sub-category:** Budget & Management

Information

CAPTION

Domestic Relations Office (1100):
1. Approval to correct (delete account no. 1-1100-412-00-090-009-0-XXX) and transfer funds to account no. 1-1100-412-00-125-029-0-XXX in connection with the Domestic Relations Office (refer to AI #19704, CC 2-2-10).
2. Approval of Salary Schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

1-1100-412-00-090-009-0-XXX --> 1-1100-412-00-125-029-0-XXX $38,294.00

Funds available as of 2-18-11.

Attachments

Link: BAP Info.

Link: Domestic Relations transfer

Link: Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/18/2011 03:00 PM	APRV
2	Budget & Management	Erika Zamora	02/18/2011 03:22 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/18/2011 04:06 PM	APRV
4	Auditor's Office		02/18/2011 04:25 PM	NEW

Form Started By: Ivan Cantu Started On: 02/18/2011 02:26 PM

Final Approval Date: 02/18/2011

		2011 Adopted Budget	2011 Budget Request
Appropriations and Other Financing Uses			
Judicial			
1100-412-00-001-001-0	92nd District Court	$373,000.00	$368,960.00
1100-412-00-002-001-0	93rd District Court	$373,000.00	$369,213.00
1100-412-00-003-001-0	139th District Court	$373,000.00	$368,760.15
1100-412-00-004-001-0	206th District Court	$373,000.00	$367,434.16
1100-412-00-005-001-0	275th District Court	$373,000.00	$373,858.15
1100-412-00-006-001-0	332nd District Court	$373,000.00	$366,593.00
1100-412-00-007-001-0	370th District Court	$373,000.00	$374,019.00
1100-412-00-008-001-0	389th District Court	$373,000.00	$367,090.05
1100-412-00-009-001-0	398th District Court	$376,000.00	$371,966.00
1100-412-00-009-003-0	Indigent Defense	$395,896.00	$398,471.00
1100-412-00-010-001-0	430th District Court	$373,000.00	$373,789.00
1100-412-00-011-001-0	449th District Court	$373,000.00	$373,381.00
1100-412-00-021-001-0	County Court-At-Law 1	$488,000.00	$495,148.00
1100-412-00-022-001-0	County Court-At-Law 2	$488,000.00	$488,674.60
1100-412-00-023-001-0	County Court-At-Law 3 Probate Court	$586,000.00	$582,244.00
1100-412-00-024-001-0	County Court-At-Law 4	$488,000.00	$488,899.00
1100-412-00-025-001-0	County Court-At-Law 5	$488,000.00	$470,800.00
1100-412-00-026-001-0	County Court-At-Law 6	$488,000.00	$486,666.00
1100-412-00-031-001-0	Master Court 1	$113,447.00	$113,447.00
1100-412-00-032-001-0	Master Court 2	$120,622.00	$120,997.00
1100-412-00-040-001-0	Court of Civil Appeals	$4,570.00	$4,570.00
1100-412-00-045-001-0	Auxiliary Court	$278,594.00	$282,794.00
1100-412-00-055-001-0	Child Protective Court	$0.00	$500.00
1100-412-00-061-001-0	Justice of the Peace Pct 1, Pl 1	$270,732.00	$271,232.00
1100-412-00-062-001-0	Justice of the Peace Pct 1, Pl 2	$272,530.00	$271,344.00
1100-412-00-063-001-0	Justice of the Peace Pct 2, Pl 1	$277,698.00	$277,948.00
1100-412-00-064-001-0	Justice of the Peace Pct 2, Pl 2	$290,891.00	$294,383.00
1100-412-00-065-001-0	Justice of the Peace Pct 3, Pl 1	$312,258.00	$315,158.00
1100-412-00-066-001-0	Justice of the Peace Pct 3, Pl 2	$307,751.00	$311,946.00
1100-412-00-067-001-0	Justice of the Peace Pct 4, Pl 1	$358,169.00	$362,859.00
1100-412-00-068-001-0	Justice of the Peace Pct 4, Pl 2	$445,714.00	$451,785.00
1100-412-00-069-001-0	Justice of the Peace Pct 5, Pl 1	$264,761.00	$270,061.00
1100-412-00-080-002-0	Criminal District Attorney	$6,007,769.38	$6,011,269.38
1100-412-00-090-001-0	District Clerk	$3,011,017.00	$3,024,153.70
1100-412-00-090-009-0	Domestic Relations	$38,294.00	$38,294.00
1100-412-00-115-013-0	5th Administrative Judicial Region	$90,000.00	$91,000.00
1100-412-00-115-014-0	Visiting Judges	$95,000.00	$95,000.00
1100-412-00-125-029-0	Domestic Relations Office	$0.00	$0.00
1100-412-20-080-001-0	Grand Jury	$51,525.00	$51,847.00
1100-412-20-115-015-0	Jury Fees	$800,000.00	$750,000.00
1100-412-30-085-003-0	Public Defender	$722,394.00	$724,388.00
1100-412-30-115-016-0	Public Defense	$5,539,147.00	$5,539,147.00
1100-412-30-115-083-0	Child Welfare Defense	$1,247,445.00	$1,247,445.00
1100-412-30-115-084-0	Other Public Defense	$313,408.00	$313,408.00
	Total Judicial	$28,761,632.38	$28,720,942.19
Executive			
1100-413-00-110-006-0	County Judge	$806,641.75	$806,641.75
1100-413-00-125-001-0	Executive Office	$510,252.00	$510,252.00
1100-413-30-115-017-0	County Commissioners	$0.00	$0.00
1100-413-30-125-004-0	County Commissioners	$625,960.00	$628,060.00

DATE: February 22, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011

Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Domestic Relations Office

ACCOUNT NUMBER: 1-1100-412-00-XXX-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1100-412-00-090-009-0- 114	Domestic Relations-	Reg. P/T Employees	(29,442.00)
1-1100-412-00-090-009-0- 211	Domestic Relations-	Health Insurance	(3,600.00)
1-1100-412-00-090-009-0- 212	Domestic Relations-	Life Insurance	(27.00)
1-1100-412-00-090-009-0- 220	Domestic Relations-	FICA	(2,252.00)
1-1100-412-00-090-009-0- 230	Domestic Relations-	Retirement	(2,826.00)
1-1100-412-00-090-009-0- 250	Domestic Relations-	Unemployment	(147.00)
TO:			
1-1100-412-00-125-029-0- 114	Domestic Relations Office-	Reg. P/T Employees	29,442.00
1-1100-412-00-125-029-0- 211	Domestic Relations Office-	Health Insurance	3,600.00
1-1100-412-00-125-029-0- 212	Domestic Relations Office-	Life Insurance	27.00
1-1100-412-00-125-029-0- 220	Domestic Relations Office-	FICA	2,252.00
1-1100-412-00-125-029-0- 230	Domestic Relations Office-	Retirement	2,826.00
1-1100-412-00-125-029-0- 250	Domestic Relations Office-	Unemployment	147.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To transfer funds to correct account number for the Domestic Relations Office. Account No. 1100-412-00-090-009-0-XXX will be deleted.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-412-00-125-029-0

AI - 25434

~~**1-1100-412-00-090-009-0**~~

DOMESTIC RELATIONS OFFICE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	114	DOMESTIC RELATIONS OFFICE DIRECTOR	0	0	$0.00	$29,442.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					$0.00	$29,442.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Approval to correct (delete account no. 1-1100-412-00-090-009-0-XXX) to account no. 1-1100-412-00-125-029-0-XXX for the Domestic Relations Office.

AI-25404 **22.E.1.**

Appropriation - Pct. #3 R&B (1200)

CC REGULAR

Date:	02/22/2011
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2011 appropriation of funds into Precinct #3 M4N (Tomgill - FM 2221) in the amount of $26,227.52.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-080-0-711

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

BUDGETARY IMPACT:

Funding available for appropriation as of 2/17/11. Appropriation from 1200 fund balance.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	02/17/2011 02:22 PM	APRV
2	Budget & Management	Erika Zamora	02/17/2011 02:57 PM	APRV
3	Roland Garcia	Rolando Garcia	02/18/2011 08:39 AM	APRV
4	Auditor's Office	Linda Fong	02/18/2011 03:42 PM	APRV
5	Purchasing Department	Marty Salazar	02/18/2011 03:50 PM	APRV

Form Started By: Perla Lopez Started On: 02/17/2011 01:32 PM

Final Approval Date: 02/18/2011

DATE: February 22, 2011

2011
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 R&B (1200)

AI-25404

ACCOUNT NUMBER: 1-1200-431-00-123-080-0-711

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

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 NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
1-1200-431-00-123-080-0-711	Pct. #3 M4N (Tomgill - FM 2221) - ROW	$ 26,227.52
	TOTAL BUDGET INCREASE (DECREASE)	**26,227.52**

REASON:

Appropriation to fund ROW expenditures for Mile 4 N (Tomgill - FM 2221).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25443 **22.E.2.**

Unappropriation of funds for Tax Office Spec. Veh. Inventory (1246)
CC REGULAR

Date:	02/22/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Tax Office Special Vehicle Inventory (1246):
Approval of 2011 unappropriation of funds in the amount of $146,618.67 for Tax Office Special Vehicle Inventory (1246).

BACKGROUND

Please refer to attached analysis.

Fiscal Impact

Attachments

Link: Tax Office Analysis

Link: Unappropriation

Form Routing/Status

Form Started By: Ivan Cantu Started On: 02/18/2011 04:13 PM

Final Approval Date: 02/18/2011

Tax Office Special Vehicle Inventory
2011 Budget Analysis

Account Number	Account Description	2011 Original Budget	SAGE Adjusted Budget as of 2-17-11	2011 Tax Office Budget Request	Unappropriation Amount
1-1246-415-15-140-003-0-336	TAX OFF-COMPUTER SERVICES	45,500.00	91,000.00	45,500.00	(45,500.00)
1-1246-415-15-140-003-0-432	TAX OFF-EQUIP&VEH R&M SRV	6,500.00	13,000.00	6,500.00	(6,500.00)
1-1246-415-15-140-003-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	2,150.00	4,300.00	2,150.00	(2,150.00)
1-1246-415-15-140-003-0-531	TAX OFF-TELEPHONE	1,500.00	3,000.00	1,500.00	(1,500.00)
1-1246-415-15-140-003-0-535	TAX OFF-POSTAGE	30,000.00	60,000.00	30,000.00	(30,000.00)
1-1246-415-15-140-003-0-550	TAX OFF-PRINTING & BINDING	6,250.00	12,500.00	6,250.00	(6,250.00)
1-1246-415-15-140-003-0-583	TAX OFF-TRAVEL OUT OF COUNTY	718.67	15,718.67	15,000.00	(718.67)
1-1246-415-15-140-003-0-584	TAX OFF-REGISTRATION FEES	5,000.00	10,000.00	5,000.00	(5,000.00)
1-1246-415-15-140-003-0-601	TAX OFF-OFFICE & COMPU SUPPL	-	25,000.00	25,000.00	-
1-1246-415-15-140-003-0-611	TAX OFF-POLICE SUPPLIES	5,000.00	10,000.00	5,000.00	(5,000.00)
1-1246-415-15-140-003-0-626	TAX OFF-GASOLINE/DIESEL	22,000.00	28,000.00	22,000.00	(6,000.00)
1-1246-415-15-140-003-0-743	TAX OFF-OFFICE FURN & EQUIP	-	25,500.00	25,500.00	-
1-1246-415-15-140-003-0-745	TAX OFF-COMPUTER EQUIPMENT	-	20,000.00	20,000.00	-
1-1246-415-15-140-003-0-747	TAX OFF-SOFTWARE	22,000.00	44,000.00	22,000.00	(22,000.00)
	SUBTOTAL	**146,618.67**	**362,018.67**	**231,400.00**	**(130,618.67)**
*1-1246-415-15-140-003-0-626	TAX OFF-GASOLINE/DIESEL			(16,000.00)	(16,000.00)
	TOTAL	**146,618.67**	**362,018.67**	**215,400.00**	**(146,618.67)**

*Interfund transfer from Tax Office Special Vehicle (1246) to Sheriff (1100) for fuel reimbursement, AI #24658/item 6.A. CC 1-11-11

RECAP:

SAGE Adjusted Budget	362,018.67
Reduction in Budget (Variance Amount):	(146,618.67)
2011 Tax Office Budget Request	**215,400.00**

DATE: February 22, 2011

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: DBM for Tax Office Spec. Veh. Inventory (1246)

ACCOUNT NUMBER: 1-1246-415-15-140-001-003-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2011
Unappropriation

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
1-1246-415-15-140-003-0-	336	Tax Off.-	Computer Services	(45,500.00)
1-1246-415-15-140-003-0-	432	Tax Off.-	Equip. & Veh. R &M Svcs	(6,500.00)
1-1246-415-15-140-003-0-	442	Tax Off.-	Equip. & Veh. Rentals	(2,150.00)
1-1246-415-15-140-003-0-	531	Tax Off.-	Telephone	(1,500.00)
1-1246-415-15-140-003-0-	535	Tax Off.-	Postage	(30,000.00)
1-1246-415-15-140-003-0-	550	Tax Off.-	Printing & Binding	(6,250.00)
1-1246-415-15-140-003-0-	583	Tax Off.-	Travel-Out of Co.	(718.67)
1-1246-415-15-140-003-0-	584	Tax Off.-	Registration Fees	(5,000.00)
1-1246-415-15-140-003-0-	611	Tax Off.-	Police Supplies	(5,000.00)
1-1246-415-15-140-003-0-	626	Tax Off.-	Gasoline/Diesel	(22,000.00)
1-1246-415-15-140-003-0-	747	Tax Off.-	Software	(22,000.00)
			TOTAL BUDGET INCREASE (DECREASE)	**(146,618.67)**

REASON: Unappropriation of funds for the Tax Office Special Veh. Inventory in order to agree with Tax Office Budget Request for 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25337 **23.A.5.**

Bond Counsel-Option to Renew

CC REGULAR

Date:	02/22/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion, consideration, and action in connection with the renewal for an additional one (1) year (as provided in the letter of engagement) with the Hon. Jesus "Chuy" Ramirez-Law Firm Of Ramirez & Guerrero to serve as the Bond Counsel for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-30-125-006-0-XXX

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

BUDGETARY IMPACT:

GENERAL LITIGATION-LEGAL SERVICES 1-1100-415-30-125-006-0-333
$462,733.53 available funds as of 02-18-11.

GENERAL LITIGATION-OTHER PROF SRV 1-1100-415-30-125-006-0-339
$299,848.45 available funds as of 02-18-11.

Attachments

Link: Bond Counsel Documentation

Link: EXHIBIT A-REQUIREMENTS

Link: EXHIBIT B EVALUATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/18/2011 12:26 PM	APRV
2	Budget & Management	Erika Zamora	02/18/2011 01:17 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/18/2011 03:32 PM	APRV
4	Auditor's Office	Angela Garcia	02/18/2011 04:25 PM	APRV

Form Started By: Vangie Garcia Started On: 02/15/2011 11:19 AM

Final Approval Date: 02/18/2011

RAMIREZ & GUERRERO, L.L.P.
Attorneys at Law
600 E. Nolana, Suite 200
McAllen, Texas 78504
Phone: (956) 664-0007
Fax: (956) 664-1770

March 25, 2008

Hon. Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Engagement of Bond Counsel

Honorable Judge Salinas:

We are pleased to submit to you a proposed agreement for Ramirez & Guerrero, L.L.P. to serve as Bond Counsel with respect to one or more series of obligations (including new money bonds, refunding bonds, personal property finance obligations and lease and lease purchase and installment purchase agreements) that the County of Hidalgo (the "Issuer") intends to issue, or may issue in the future, for the purposes, respectively, of construction of improvements, purchase of personal property and/or to refund or restructure its existing debt service or lease-purchase revenue bonds through a public facilities corporation (hereinafter referred to as the "Obligations"). When approved by you, this letter will become effective and will evidence an agreement between the Issuer and Ramirez & Guerrero, L.L.P., Bond Counsel. Our fees are billed only if the obligations are issued. Any out-of-pocket costs are reimburseable.

Basic Services

Bond Counsel will prepare, or assist the Issuer in the preparation of, all required legal documents and proceedings and will perform all other necessary legal work in connection with the Issuer's authorization, issuance and sale of each series of the Obligations. Our services as Bond Counsel will include the following Basic Services, which we will carry out directly or in concert with officials, staff, and consultants of the Issuer:

(1) Preparation of all notices (including notices of public meetings, notices and resolutions regarding reimbursement bonds and published notices), resolutions and orders (including those governing calling bond elections), resolutions and other legal proceedings necessary to authorize issuance of each series of the Obligations, and all other instruments which comprise the transcript of legal proceedings of the Issuer pertaining to the authorization, issuance and sale of each such series;

(2) Attendance of all meetings called or arranged by or on behalf of the Issuer or Issuer personnel (or their representatives) who are responsible for the issuance, sale and delivery of the Obligations, to the extent required or requested by such persons, to discuss the legal aspects of the Obligations, including but not limited to the sizing, timing or sale of each series of the Obligations;

(3) Consultation with Issuer officials and staff and the Issuer's financial advisors and independent auditors to review information to be included in the offering documents for each series of the Obligations;

(4) Preparation and submission, as required by law, of transcripts of legal proceedings pertaining to the issuance of each series of the Obligations to the Attorney General of Texas;

(5) Supervision of the printing of each series of the Obligations and the delivery thereof to the purchasers, including, if requested, solicitation of bids from bond printers under the direction of the President, the Superintendent or financial advisor or other Issuer personnel who are responsible for the issuance, sale and delivery of the Obligations, to obtain the lowest responsible printing costs for the Issuer;

(6) At the closing of each series of the Obligations, delivery of an approving opinion, based on facts and law existing as of its date, which shall be fully acceptable in the national public finance field, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Obligations of each series constitute valid and legally binding obligations of the Issuer secured by a lien on and pledge of, as appropriate, ad valorem taxes, revenues, or other available funds of the Issuer pledged to their payment in the respective Bond Order (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors, and the Issuer) and that interest on such series of the Obligations is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law; provided that after the closing we do not undertake to provide continuing advice concerning any actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; and

(7) Prior to and in connection with the closing of each series of the Obligations, preparation and delivery of a Tax Exemption and No-Arbitrage Certificate that will enable appropriate officials of the Issuer to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Obligations, including yield restrictions and rebate requirements.

Compensation

A base fee of $15,000 for up to $3,000,000.00 in principal amount of bonds;

$1,000 for every $1,000,000 from $3,000,000 to $20,000,000;

$750 for every $1,000,000 from $20,000,000 and above

Additional Services

In addition to the foregoing Basic Services, as Bond Counsel, Ramirez & Guerrero, L.L.P. is prepared to undertake the following Additional Services, as requested by the Issuer or Issuer's personnel who are responsible for the issuance, sale and delivery of the Obligations. Services rendered in connection with calling a bond election limited to preparing a bond election order, preparing an order for appointment of early voting and election personnel, preparing form notices of the election, preparing a letter request for pre-clearance under Section 5 of the Voting Rights Act, and providing advisory opinions to the Issuer related to calling and publicizing the election and to the appointment of early voting and election personnel will be billed at a flat fee of $3,000.00. The fee for any additional services which do not constitute direct bond counsel fees but are needed in connection with, resolving a legal issue, will be at an hourly rate of $200.00 or $175.00, depending on lawyer assigned.

The compensation for legal services stated herein will be contingent on the Issuer's sale of any bonds authorized for issuance.

Bond Counsel will be reimbursed for up to a maximum $1,000.00 of its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long distance telephone, telegraph, telex and similar expenses, deliveries, and for the actual cost of all items paid for by Bond Counsel on behalf of the Issuer, incurred in connection with the performance of all services hereunder. All of the expenses of Bond Counsel will be reasonable and expenses which may exceed $1,000.00 will be subject to prior approval of the Issuer. The Attorney General filing fees and the costs of printing the bonds will be the responsibility of issuer.

Payment to Bond Counsel for all services shall be payable only out of the proceeds of the sale of each series of the Obligations and shall be contingent upon the sale and delivery of each series of the Obligations during the term of this agreement.

The term of this agreement shall be for one year from the date of its approval by the Issuer, but shall be automatically extended for successive one year terms unless the Issuer gives us notice of termination during the last month of any term. Additionally, the Issuer may at any time terminate this agreement by giving us 30 days written notice of termination.

No provision of this agreement shall be deemed to be an agreement or undertaking of any member of the Commissioners Court or any official or employee of the Issuer, and no such member, official or employee shall be personally liable in connection herewith or be subject to any personal liability or accountability by reason of the terms hereof.

If this proposed agreement for the services of Ramirez & Guerrero, L.L.P. as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing two copies in the space provided below.

Sincerely,

RAMIREZ & GUERRERO, L.L.P.

By: _____
JESUS RAMIREZ

APPROVED AND ACCEPTED:

COUNTY OF HIDALGO

_____
Judge

_____
County Clerk

(SEAL)

10. A. Requesting approval to accept Letter of Termination of Bond Counsel from Montalvo & Ramirez.

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

B. Requesting exemption from Competitive Bidding requirements under Texas Local Government Code, Section 262.024 (a) "professional services" with the Law Firm Ramirez & Guerrero, LLP in connection with legal representation as it pertains to Bond Counsel.

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

C. Requesting approval to accept Letter of Engagement for Bond Counsel from Ramirez & Guerrero, LLP.

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

At this time the Court moved to item C.

B. County Judge's Office

1. Requesting authority to purchase (including installation and implementation, if applicable) of an "P25Digital Remote Trunking Tower Site" through Hidalgo County's Inter local Agreement with the Houston-Galveston Area Council's (HGAC's) awarded vendor(s) in an amount not to exceed $300,000.00 and subject to receipt of equipment and or (turnkey installation & implementation, if applicable) by deadline of February 28, 2010 in order to comply with reimbursement requirements as set forth for the 2007 LETPP Homeland Security Grant.

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

At this time the Court moved back to item #8.

C. Pct. I

1. Requesting approval of a professional appraisal services contract with LEONEL GARZA, JR. & ASSOCIATES, LLC for the "VARIOUS ROAD & BRIDGE AND CAPITAL IMPROVEMENT PLAN PROJECTS (CIP) for Hidalgo County Precinct No. 1 (as selected after evaluation of 5.0.0's from the POOL OF APPRAISERS and previously approved by C.C. on January 8, 2008 for negotiation of the contract with LEONEL GARZA, JR. & ASSOCIATES, LLC and approved by legal council to proceed with final execution of contract)

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

APPROVED

AI-8493 **13.A.10.**
Bond Counsel
CC REGULAR

Date: 04/01/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting approval to accept Letter of Termination of Bond Counsel from Montalvo & Ramirez.

B. Requesting execption from Competitive Bidding requirements under Texas Local Government Code, Section 262.024 (a) "professional services" with the Law Firm Ramirez & Guerrero, LLP in connection with legal representation as it pertains to Bond Counsel.

C. Requesting approval to accept Letter of Engagement for Bond Counsel from Ramirez & Guerrero, LLP.

BACKGROUND

Mr. Ramirez verbally told Mr. Valde Guerra, that he would foward proper documentation to Budget Office. As soon as documentation is recieved it will be attached.

Fiscal Impact

Attachments

Link: Termination Letter
Link: Engagement Letter
Link: Engagement Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/19/2008 03:14 PM	APRV
2	Budget & Management	Dina Trevino	03/20/2008 07:30 AM	APRV
3	Erika Reyna		03/20/2008 04:15 PM	NEW

Form Started By: Marty Salazar Started On: 03/18/2008 03:52 PM
Final Approval Date: 03/20/2008

Montalvo & Ramirez
Attorneys at Law
900 N. Main
McAllen, Texas 78501

March 20, 2008

Honorable Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Termination of Bond Counsel Services

Honorable Judge Salinas:

Please be advised that Montalvo & Ramirez is terminating its services as bond counsel to the County of Hidalgo effective immediately.

If you have any questions, please do not hesitate to contact our office at your convenience.

Very truly yours,

Jesus Ramirez

RAMIREZ & GUERRERO, L.L.P.
Attorneys at Law
600 E. Nolana Avenue, Suite 200
McAllen, Texas 78501
Phone: (956) 664-0007
Fax: (956) 664-1770

March 20, 2008

Honorable Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Bond Counsel Engagement

Honorable Judge Salinas:

As we have discussed in the past, I am no longer associated with my former law firm, Montalvo & Ramirez and my new firm name is Ramirez & Guerrero, L.L.P. We will continue to provide all of our bond counsel services and other legal services with the same commitment and dedication to our clients that we have attempted in the past.

We request that this item be placed on the district's agenda for consideration and look forward to address the district's board should that be advisable.

Please contact us if we can be any further assistance.

Very truly yours,

Jesus Ramirez

RAMIREZ & GUERRERO, L.L.P.
Attorneys at Law
600 E. Nolana, Suite 200
McAllen, Texas 78504
Phone: (956) 664-0007
Fax: (956) 664-1770

March 25, 2008

Hon. Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Engagement of Bond Counsel

Honorable Judge Salinas:

We are pleased to submit to you a proposed agreement for Ramirez & Guerrero, L.L.P. to serve as Bond Counsel with respect to one or more series of obligations (including new money bonds, refunding bonds, personal property finance obligations and lease and lease purchase and installment purchase agreements) that the County of Hidalgo (the "Issuer") intends to issue, or may issue in the future, for the purposes, respectively, of construction of improvements, purchase of personal property and/or to refund or restructure its existing debt service or lease-purchase revenue bonds through a public facilities corporation (hereinafter referred to as the "Obligations"). When approved by you, this letter will become effective and will evidence an agreement between the Issuer and Ramirez & Guerrero, L.L.P., Bond Counsel. Our fees are billed only if the obligations are issued. Any out-of-pocket costs are reimburseable.

Basic Services

Bond Counsel will prepare, or assist the Issuer in the preparation of, all required legal documents and proceedings and will perform all other necessary legal work in connection with the Issuer's authorization, issuance and sale of each series of the Obligations. Our services as Bond Counsel will include the following Basic Services, which we will carry out directly or in concert with officials, staff, and consultants of the Issuer:

(1) Preparation of all notices (including notices of public meetings, notices and resolutions regarding reimbursement bonds and published notices), resolutions and orders (including those governing calling bond elections), resolutions and other legal proceedings necessary to authorize issuance of each series of the Obligations, and all other instruments which comprise the transcript of legal proceedings of the Issuer pertaining to the authorization, issuance and sale of each such series;

(2) Attendance of all meetings called or arranged by or on behalf of the Issuer or Issuer personnel (or their representatives) who are responsible for the issuance, sale and delivery of the Obligations, to the extent required or requested by such persons, to discuss the legal aspects of the Obligations, including but not limited to the sizing, timing or sale of each series of the Obligations;

(3) Consultation with Issuer officials and staff and the Issuer's financial advisors and independent auditors to review information to be included in the offering documents for each series of the Obligations;

(4) Preparation and submission, as required by law, of transcripts of legal proceedings pertaining to the issuance of each series of the Obligations to the Attorney General of Texas;

(5) Supervision of the printing of each series of the Obligations and the delivery thereof to the purchasers, including, if requested, solicitation of bids from bond printers under the direction of the President, the Superintendent or financial advisor or other Issuer personnel who are responsible for the issuance, sale and delivery of the Obligations, to obtain the lowest responsible printing costs for the Issuer;

(6) At the closing of each series of the Obligations, delivery of an approving opinion, based on facts and law existing as of its date, which shall be fully acceptable in the national public finance field, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Obligations of each series constitute valid and legally binding obligations of the Issuer secured by a lien on and pledge of, as appropriate, ad valorem taxes, revenues, or other available funds of the Issuer pledged to their payment in the respective Bond Order (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors, and the Issuer) and that interest on such series of the Obligations is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law; provided that after the closing we do not undertake to provide continuing advice concerning any actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; and

(7) Prior to and in connection with the closing of each series of the Obligations, preparation and delivery of a Tax Exemption and No-Arbitrage Certificate that will enable appropriate officials of the Issuer to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Obligations, including yield restrictions and rebate requirements.

Compensation

A base fee of $15,000 for up to $3,000,000.00 in principal amount of bonds;

$1,000 for every $1,000,000 from $3,000,000 to $20,000,000;

$750 for every $1,000,000 from $20,000,000 and above

Additional Services

In addition to the foregoing Basic Services, as Bond Counsel, Ramirez & Guerrero, L.L.P. is prepared to undertake the following Additional Services, as requested by the Issuer or Issuer's personnel who are responsible for the issuance, sale and delivery of the Obligations. Services rendered in connection with calling a bond election limited to preparing a bond election order, preparing an order for appointment of early voting and election personnel, preparing form notices of the election, preparing a letter request for pre-clearance under Section 5 of the Voting Rights Act, and providing advisory opinions to the Issuer related to calling and publicizing the election and to the appointment of early voting and election personnel will be billed at a flat fee of $3,000.00. The fee for any additional services which do not constitute direct bond counsel fees but are needed in connection with, resolving a legal issue, will be at an hourly rate of $200.00 or $175.00, depending on lawyer assigned.

The compensation for legal services stated herein will be contingent on the Issuer's sale of any bonds authorized for issuance.

Bond Counsel will be reimbursed for up to a maximum $1,000.00 of its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long distance telephone, telegraph, telex and similar expenses, deliveries, and for the actual cost of all items paid for by Bond Counsel on behalf of the Issuer, incurred in connection with the performance of all services hereunder. All of the expenses of Bond Counsel will be reasonable and expenses which may exceed $1,000.00 will be subject to prior approval of the Issuer. The Attorney General filing fees and the costs of printing the bonds will be the responsibility of issuer.

Payment to Bond Counsel for all services shall be payable only out of the proceeds of the sale of each series of the Obligations and shall be contingent upon the sale and delivery of each series of the Obligations during the term of this agreement.

The term of this agreement shall be for one year from the date of its approval by the Issuer, but shall be automatically extended for successive one year terms unless the Issuer gives us notice of termination during the last month of any term. Additionally, the Issuer may at any time terminate this agreement by giving us 30 days written notice of termination.

No provision of this agreement shall be deemed to be an agreement or undertaking of any member of the Commissioners Court or any official or employee of the Issuer, and no such member, official or employee shall be personally liable in connection herewith or be subject to any personal liability or accountability by reason of the terms hereof.

If this proposed agreement for the services of Ramirez & Guerrero, L.L.P. as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing two copies in the space provided below.

Sincerely,

RAMIREZ & GUERRERO, L.L.P.

By: _____
JESUS RAMIREZ

APPROVED AND ACCEPTED:

COUNTY OF HIDALGO

_____
Judge

_____
County Clerk

(SEAL)

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval to engage the Law Firm of Atlas & Hall as it pertain to cause # C-236-09-D.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval to engage the Law Firm of Atlas & Hall as it pertain to EEOC Charge No. 31C-2009-00849.

At this time the Court moved to item #11-A.

B. Discussion, consideration, and action on Hidalgo County's Wireless Communication Services Policy, Guidelines, and Procedures (Cellular Telephone Policy).

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

At this time the Court moved to item #6-E.

C. Status report on the Old Administration Building Renovation project, to include the area designated for the District Attorney.

Presentation made by Valde Guerra.

At this time the Court moved to Executive Session.

D. Resolution Authorizing Tax Resale

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

At this time the Court moved to item #16-A.

E. Constable Pct. #4:
Discussion, consideration and action on Order prohibiting the carrying of concealed handguns in county owned and/or leased properties/offices

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to include only the Old Administration Building and the Courthouse.

At this time the Court moved on item #6-B.

F. Presentation for discussion, consideration, and action in connection with the renewal (as provided in the current agreement) for an additional one *(1)* with the Hon. Jesus "Chuy" Ramirez-Law Firm of Ramirez & Guerrero.

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

APPROVED

AI-14561 **6.F.**

Renewal of Letter of Engagement-Bond Counsel

CC REGULAR

Date: 03/17/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and action in connection with the renewal (as provided in the current agreement) for an additional one (1) with the Hon. Jesus "Chuy" Ramirez-Law Firm of Ramirez & Guerrero.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-30-115-021-0-333 & 339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Object 333 "Legal & Expert Witness" Available Balance as of 3-13-09 $64,285.32
Object 339 "Other Professional Services" Available Balance as of 3-13-09 $277,032.86

Attachments

Link: 561

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/13/2009 02:56 PM	APRV
2	Budget & Management	Veronica Lopez	03/13/2009 03:04 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/13/2009 03:40 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Marty Salazar Started On: 03/13/2009 02:01 PM
Final Approval Date: 03/13/2009

Replacement of Air Handler Unit" through PO #625760 in those amounts eligible and confirmed for payment of $2,884.00.

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

6. **AI-20295 Discussion, consideration, and action in connection with the renewal for an additional one (1) year (as provided in the current letter of engagement) with the Hon. Jesus "Chuy" Ramirez-Law Firm Of Ramirez & Guerrero to serve as the Bond Counsel for Hidalgo County.**

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

B. Pct. 2

1. **AI-20182 Acceptance and approval of the number and Work Authorizations with Millennium Engineers Group, Inc.-Contract#C-09-485-01-12 for the provision of either geotechnical or engineering services for the following projects:**

a. No. 2-estimated fee-$3,760.00-Geotechnical Engineering Services-LJ Drainage Lateral;

b. No. 3-estimated fee-$5,725.00-Geotechnical Engineering Services-Cesar Chavez Drainage Improvements;

c. No. 4-estimated fee-$1,882.00-Geotechnical Engineering Services for the Morningside Offsite Drainage;

d. No. 5-estimated fee-$6,606.00-Engineering Services-Cesar Chavez Improvements (Owassa to Sioux);

e. No. 6-estimated fee-$6,606.00-Engineering Services for the Tower Road Improvements (Owassa to Sioux).

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote to approve items 21.A.6.B.1.a through e.

2. **AI-20320 Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 7 for current contract with Millennium Engineers Group, Inc for the "New Hidalgo County Precinct No. 2 Administrative Buildings," to reflect a $880.00 increase to the total project estimated cost, bringing the total estimated project cost to $40,736.50 C-08-316-10-28**

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

C. Pct. 4

1. **AI-20330 Requesting approval of a professional architectural services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 4 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/08/09).**

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

APPROVED

AI-20295 **43.A.0.**

Renewal-Letter Of Engagement-Bond Counsel (E-09-150-03-17)

CC REGULAR

Date: 03/16/2010

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion, consideration, and action in connection with the renewal for an additional one (1) year (as provided in the current letter of engagement) with the Hon. Jesus "Chuy" Ramirez-Law Firm Of Ramirez & Guerrero to serve as the Bond Counsel for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-415-30-115-021-0-333 & 339

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

BUDGETARY IMPACT:

Attachments

Link: Letter Of Engagement Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	03/09/2010 05:33 PM	CREATED
1	Purchasing Department	Marty Salazar	03/11/2010 10:27 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:26 PM	APRV
3	Rosalinda Cantu			NEW
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 03/09/2010 05:33 PM

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS

"BOND COUNSEL SERVICES"
RFQ NO:

Hidalgo County is inviting statements of qualifications from qualified firms to provide bond counsel services. The County of Hidalgo is seeking to enter into a contract with a qualified state-(Texas) bond counsel firm. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"HIDALGO COUNTY-REQUEST FOR QUALIFICATIONS FOR BOND COUNSELING SERVICES"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M. , 2011. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO: 2011-

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 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, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, _____, *at 5:00 P.M.* at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday,_____, at 5:00 P.M**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective February 17, 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 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 complete 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.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly 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.

NON-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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 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 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.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that is it stamped with date and time by the County Purchasing Department staff.

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 CONTRACT:
It is intended that the term of the contract will be for an initial period of **two (2)** years with the County's option to renew for **two (2)-one (1)** year terms, under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications and Proposal:
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** of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

Understanding of 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.

Firm(s) Qualifications:
Hidalgo County is requesting for qualification statements for the purpose of engaging a firm as Bond Counsel in providing legal services for issuance of debt instruments. A competent firm(s), registered and licensed to practice in the State of Texas:

- Qualified firm must have a minimum of (5) years experience with **bond counseling services**;
- Qualified firm must have an office located in Texas;
- A description of the firm's personnel and their most recent similar projects.
- A minimum of at least five (5) such projects for **bond counseling services for governmental entity** in the past three (3) years.
- A minimum of three (3) client references for whom the same type work was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes.

Personnel and Staffing:
The participant 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 Hidalgo County, the State of Texas, etc. The firm(s) should add copies of their Professional Liability Insurance. Hidalgo County requires limits as described and detailed in Exhibit "C"-Insurance Requirements contained herein

SCOPE OF SERVICES:
The firm selected will be required to perform all services, duties customarily and usually performed with respect to the type of work listed for services but not limited to, the following areas:

- To provide all customary bond counsel services, which shall include but is not limited to the preparation and review of ordinances, resolutions, indentures, certificates and other instruments in connection with the authorization and long-term and short-term debt;
- Presentation of the transcript of the processing related to the authorization and issuance of debt;
- Preparation of the sales of each issue and other matters directly related to issuance and sale of debt;
- To review each transcript of proceedings pertaining to debt and, where appropriate, render an opinion that debt is valid and binding obligation of "Hidalgo County" and the interest of debt is exempt from federal income taxation under the existing statues, regulations published rulings and other decisions;
- Attendance at all/any meetings of "Hidalgo County Commissioners Court" for discussion of sizing, timing, or issuance of debt;
- Attendance at rating agency presentations, investors meetings or other presentations relating to the marketing of debt when requested;
- Any other special services not ordinarily required in connection with the issuance of debt;
- Provide a brief introduction to your law firm generally and to the firm's public finance department particularly;
- List any previous working experience with other entities;
- The names and location of attorneys in your firm specializing in bond counseling;
- Indentify the attorney from your firm who would work on the "County's" bond transaction;
- Specify the names and location of the attorney(s) who would attend meetings and be responsible for day-to-day contract and provide resumes for same;
- For the above individuals, please identify other transactions in which they have played an active role which might provide experience relevant to the "County's" financing;
- Provide a brief summary of your firm's role in tax-exempt financing over the past two years in which your firm served as bond counsel for similar projects for counties, and/or other entities.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL:
The fee will be negotiated based on the scope of work and services.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by (Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County request for qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFQ.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) day's written notice prior to cancellation.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"BOND COUNSELING SERVICES"

RFQ NO: _____

EVALUATION CRITERIA

HIDALGO COUNTY
"BOND COUNSELING SERVICES"
RFQ NO: _____

RFQ Evaluation Criteria

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1.	Cost for bond counsel services.	(0-20)
2.	The appropriate number of qualified personnel to enable all the required services.	(0-20)
3.	Ability, capacity, skill and organization of the firm to provide legal services for the issuance of debt instruments in a tax-exempt financing setting.	(0-20)
4.	Names and location(s) of attorney(s) to be involved in this engagement.	(0-20)
5.	Previous bond counsel work experience, number of similar engagements.	(0-20)

The firm should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

SOQ EVALUATION FORM
"BOND COUNSELING SERVICES"
RFQ NO:_____

SOQ- EVALUATION FORM	**Point Range**	**Score**
1. Cost for bond counsel services.	**0-20**	_____

Comments/Rationale for Points:_____

_____

2. The appropriate number of qualified personnel to enable all the required services.	**0-20**	_____

Comments/Rationale for Points:_____

_____

3. Ability, capacity, skill and organization of the firm to provide legal services for the issuance of debt instruments in a tax-exempt financing setting.	**0-20**	_____

Comments/Rationale for Points:_____

_____

4. Names and location(s) of attorney(s) to be involved in this engagement.	**0-20**	_____

Comments/Rationale for Points:_____

_____

5. Previous bond counsel work experience, number of similar engagements.	**0-20**	_____

Comments/Rationale for Points:_____

_____

TOTAL SCORE: _____

FIRM: _____

Name of Evaluator: _____Date: _____

AI-25397 **23.A.6.**

Hidalgo County-Award of Bid/Contract for: "Rental and/or Purchase of Industrial Uniforms" (on an as needed basis)

CC REGULAR

Date:	02/22/2011
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract documents to lowest and sole bidder meeting all specifications and/or requirements as attached hereto for: "Rental and/or Purchase of Industrial Uniforms" (on an as needed basis)- RFB No. 2010-382-12-15-SMA.

BACKGROUND

Contract Document#C-10-382-02-22-Model Laundry, LLC
Bid Tabulation Sheet

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

CONTRACT IS FOR CALENDAR YEAR 2011.
will be utilizing various funding sources (County wide contract)
Purchases are on an as needed basis. See attached exp report for funding availibility and funding sources.

Attachments

Link: Bid Tabulation

Link: Contract Document#C-10-382-02-22-Model Laundry LLC

Link: Exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/18/2011 09:02 AM	APRV
2	Budget & Management	Erika Zamora	02/18/2011 09:11 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/18/2011 11:03 AM	APRV
4	Auditor's Office		02/18/2011 04:25 PM	NEW
Form Started By: Letty Saenz			Started On: 02/16/2011 04:49 PM	

TABULATION SHEET

'Hidalgo County
"RENTAL and/or PURCHASE of INDUSTRIAL UNIFORMS"
Bid No. 2010-382-12-15-SMA

PARTICIPATING VENDORS		MODEL LAUNDRY, LLC Los Indios, Tx			
Item Description		OPTION 1 *Full Service* Weekly rate rental per employee	OPTION 2 *Value Lease* Weekly rate per employee	OPTION 3 Purchase of Garment	Price For Lost Garment
1.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton	$3.90	$2.50	$12.00	$16.00
2.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	$9.00	$5.66	$30.60	$35.00
3.	**SHIRTS-SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton	$3.75	$2.25	$10.50	$16.00
4.	**SHIRTS- SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	$9.00	$5.44	$27.25	$35.00
5.	**SHIRTS- EXECUTIVE WESTERN STYLE (MEN)** 65% Polyester 35% Cotton	$4.88	$3.50	$17.25	$20.00
6.	**POLO SHIRTS (MEN & WOMEN)** 50% Polyester 50% Cotton	$4.88	$3.50	$17.00	$20.00
7.	**SHORT SLEEVE SMOCK (WOMEN)** 65 % Polyester 35% Cotton	$4.88	$3.50	$15.00	$20.00
8.	**TROUSERS-INDUSTRIAL (MEN)** 65% Polyester 35% Cotton	$3.99	$2.50	$13.43	$18.00
9.	**TROUSERS-INDUSTRIAL (WOMEN)** 65% Polyester 35% Cotton	$5.00	$2.90	$15.75	$18.00
10.	**EXECUTIVE PANTS** (Men) *must be available for Supervisory positions as requested by dept. 65% Polyester 35% Cotton	$5.50	$3.50	$22.00	$25.00
11.	**RIPSTOP PANTS-(MEN)**100% ripstop cotton pants military-grade heavyweight 10-oz	NO BID			
12.	**DENIM BLUE JEANS-**100% Cotton- **(MEN)** (Boot Cut, Flare & Straight Leg)14 3/4 Oz. Denim	$4.90	$2.95	$16.43	$18.00
13.	**SHORTS-** Pleated Uniform (Men) 65% Polyester/35% Cotton	$5.20	$3.08	$15.45	$18.00
14.	**SHORTS-** Pleated Uniform (Women) 65% Polyester/35% Cotton	$5.20	$3.08	$15.45	$18.00
15.	**COVERALLS-** 65% Polyester 35% Cotton	$7.92	$3.35	$25.00	$30.00
16.	**PATCHES AND/OR LOGOs**-- one time charge for Shirt	$3.00	$3.00	$3.00	N/A
17.	**ADDITIONAL FEES** (if any):	per shirt			
	ALL EMBLEMS ARE SEWN TO THE SHIRTS				

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-382-02-22

THIS CONTRACT is made and entered into this **22ND** day of **February, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **Model Laundry, LLC** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Rental and/or Purchase of Industrial Uniforms" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); 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 Bids (RFB) 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 **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within Hidalgo County following a request for Services by Hidalgo County or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **March 01, 2011** and expiring on **February 28, 2012** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	Model Laundry, LLC Attn: William Putegnat, Owner P.O. Box 178 Los Indios, Texas 78567

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 _____, 2011.

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

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
MODEL LAUNDRY, LLC

By:_____
Printed Name: William Putegnat
Title: Owner

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

November 29, 2010
(Company's name, address)

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS"**
Bid No: 2010-382-12-15-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 procurement 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
"RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS"
Bid No: 2010-382-12-15-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 __10__ pages.**

4. **Exhibit "B" Bid Page, consisting** of**__2__ pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, 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 Service Contract, consisting of __10__ 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, CPPB
Purchasing Agent

November 29, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

HIDALGO COUNTY

Hidalgo County
REQUEST FOR BIDS
"Rental and/or Purchase of Industrial Uniforms"

BID No. 2010-382-12-15-SMA

Bid No: 2010-382-12-15-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Rental and/or Purchase of Industrial Uniforms"

BID OPENING DATE:
December 15, 2010 @ 9:30 A.M.

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

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

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.

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 No: 2010-382-12-15-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Rental and/or Purchase of Industrial Uniforms"

BID OPENING DATE:
December 15, 2010 @ 9:30 A.M.

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

1. Sealed bids will be received for **"HIDALGO COUNTY –RENTAL and /or PURCHASE OF INDUSTRIAL UNIFORMS"** 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 NO. 2010-382-12-15-SMA- HIDALGO COUNTY- "RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS""** 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, December 15, 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-2010-382-12-15-SMA-HIDALGO COUNTY-RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of

equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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-RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS"** 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	**December 15, 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.

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- 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 (Exhibit D) 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.

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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
"RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS"

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/REQUIREMENTS
Hidalgo County
"RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS"
Bid No. 2010-382-12-15-SMA

Scope of Project:

Hidalgo County is hereby requesting bids to select a full service uniform program, purchasing, or value leasing for **"UNIFORMS" on an as needed basis.** The contract will cover all services, travel, labor, and materials necessary to provide Hidalgo County with the specified **"UNIFORMS"** service.

Specifications:

1) The awarded company will be required to meet with each department utilizing uniform rental service or purchase to determine actual and any special needs.

2) For a full service uniform program, eleven (11) sets of "New" uniforms are required to be provided to each individual employee within their department. For a value leasing program, six (6) sets of "New" uniforms are required to be provided to each individual employee within their department. New Uniforms must be in comparable quality, fabric content, style and color to existing uniforms. All available colors shall be provided to Hidalgo County to meet the department's needs.

3) Awarded bidder must provide coveralls at no additional cost to Hidalgo County. (Refer to Questionnaire, #5)

4) The successful bidder will be required to measure each individual employee within a fifteen (15) working day period after notification by Hidalgo County of contract award and must deliver the uniforms within twenty (20) days after measurement of all employees. **New uniforms are to be issued every year to each individual employee regardless the condition of the uniform.**

5) New hires within the contract year are to be measured within five (5) working day(s) and are to be provide new uniforms within ten (10) working day(s)after notification by Hidalgo County, unless the new hire occurs thirty (30) days prior to the yearly anniversary date of the contract. In that event, the new hire would receive the new uniforms no later than the anniversary date of contract.

6) Due to the differences in the number of the employees utilizing this service, the awarded firm will be required to supply a reasonable range of sizes to accommodate the needs of the employees.

7) Bidder(s) must provide professional cleaning & make regular deliveries (same day each and every week) for the full service uniform program. Bidder must also be able to pick up the soiled uniforms and deliver newly cleaned uniforms, however if cleaned uniforms appear to be overly soiled (visible oil & grease spots) uniforms shall be replaced with clean uniforms & delivered immediately at no additional cost to Hidalgo County. All uniforms will be washed and cleaned thoroughly to remove production chemicals in order to prevent potential causes of irritation or skin rash from affecting employees.

8) Bidder must submit forms for requests for comments, problems and repair needs will be sent to the employees at least on a six (6) month basis.

9) Bidder must provide County employees with the "Continuous Replacement System", for damaged, worn out, permanently soiled, or size change uniforms. No depreciation schedule will be used in replacing used uniforms. No additional charge will be placed on replacing uniforms or emblems.

10) Any of the garments which will need repairs (examples: missing buttons, tears in clothing, and damaged patches) must be repaired prior to acceptance of delivery of uniforms. **The bidder shall be available during the contract period to perform exchange services of worn out uniforms.**

11) Any uniform which cannot be repaired to a good condition when damaged must be replaced with items in comparable condition with those previously supplied at no cost to Hidalgo County. Uniforms delivered with rips, holes, missing buttons, etc., will be sent back and no rental charge shall be paid for that item until it is returned in an acceptable condition.

12) If an employee has gained or lost weight and their uniforms no longer fit, the Service Representative shall measure the employee and return the next week to replace the garment to the proper size at no additional cost.

13) Bidder(s) shall maintain inventory control for each employee so that the Hidalgo County knows at all times how many uniforms have been assigned. Any delivery shortages must be corrected within forty-eight (48) hours to ensure that employee has adequate work clothes. **Price(s) must be based on weekly rate; per employee.**

MONITORING OF CONTRACT:

1) The awarded vendor will be required to establish a check-in/check-out inventory system at all locations where uniforms will be utilized. Vendors shall submit forms to be used for this purpose with their bid. These forms will be used by each location, and are subject to County approval. The forms must show, at a minimum, the quantity of each item turned in by each employee, and the number of items delivered by the awarded vendor each week. This form should also reflect an addition, deletions, transfers effective the next week. A copy of the check-in/check-out form shall be retained by both the driver and the County Department Head, upon delivery at each location.

2) Hidalgo County reserves the right to add or delete additional employees, or locations at any time during this contract. These additions or deletions shall be at no extra charge, except for the weekly uniform costs involved.

DELIVERIES:

Deliveries shall be made once per week to each location requiring the full service uniform program. Delivery and pickup locations are subject to change, but not limited to the following:

1.	HIDALGO COUNTY FACILITIES MANAGEMENT OFFICE 3100 S. BUS 281 P.O BOX 1356 EDINBURG, TX 78539 Contact: Daniel Flores /Alma Ybarra 956)287-7850
2.	HIDALGO COUNTY PRECINCT NO. 1 1902 Joe Stephens Ave. Weslaco, Tx 78596 Contact: Domingo Morin 956-968-8733
3.	HIDALGO COUNTY PRECINCT NO. 2 301 E. State Street Pharr, Texas 78577 956-787-1891 Attn: Yolanda Cisneros/ Ricardo Cuellar

4.	HIDALGO COUNTY PRECINCT NO. 3 (Administration Office) 724 N. Breyfogle Rd. Mission, TX 78574 Contact: Norma Ceballos 956-585-4509	Pct 3: Motorpool Contact: Louie 8310 W. Mile 7 Rd. Mission, Texas 78574
		Penitas Landfill - 0.5 Mile W. of FM1427 on Military Rd. Penitas, Texas
		Anzaldua's Park - US 83 & Conway South (approx) 3 Miles exit on FM494
5.	HIDALGO COUNTY SHERIFF'S OFFICE 711 El Cibolo Road Edinburg, Texas 78539 (956)383-8114 Contact: Anecleto "Sonny" Martinez/Juan Tapia/Richard Ozuna	
6.	HIDALGO COUNTY HEALTH AND HUMAN SERVICES 1304 S. 25th Street Edinburg, Tx 78539 (956) 383-6221 Contact: Josie Escalante	
7.	HIDALGO COUNTY ELECTION DEPARTMENT 101 S. 10th Avenue Edinburg, Tx 78539 (956) 318-2570 Contact: Veronica Nixon	

(Other Hidalgo County departments may require this service in the future) if so, additional information will be forwarded to awarded bidder. Garments are to be delivered on hangers.

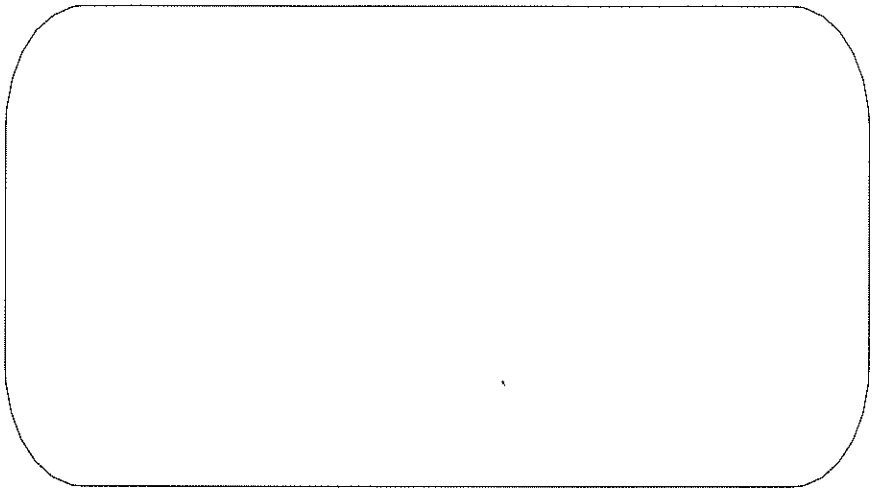
UNIFORM COSTS:

Costs shall be based on provision and laundering of eleven **uniform** sets (five day work week), and six uniform sets (value lease program). These costs shall be inclusive of all charges, including start-up, replacement of garments, etc.

On the bid form, vendors shall also include the cost for replacement of uniforms lost by employees. Vendor shall base these charges upon individual occurrences, rather than include in the cost of overall pricing.

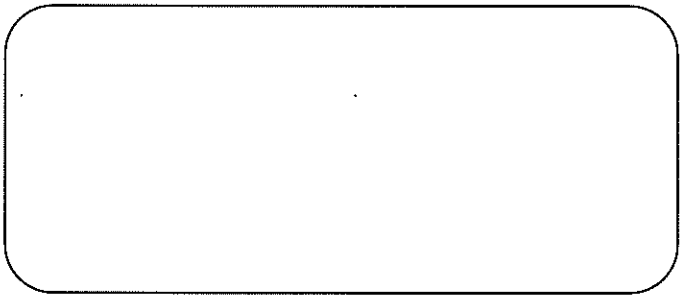
EMBLEMS:

Each uniform shall be provided with embroidered emblems, with County logo and employee name. The placement of the emblems on the front of the uniforms shall be:



Size of Patches:

ROUNDED CORNERS / BLOCKED LETTERS
HIDALGO COUNTY LOGO (LEFT CHEST SIDE)
4 ½" W X 2 ½" H, APPROXIMATELY



EMPLOYEE NAME TAG (RIGHT CHEST SIDE)
3 ½" W x 1 ½"H, APPROXIMATELY

1) **LOGO TO BE PROVIDED ON POLO SHIRTS (EMBROIDERED) APPROPRIATE SIZE & COLOR OF LOGO TO BE DETERMINED BY USER DEPARTMENT(S).**

2) The cost for these emblems shall be the vendor's responsibility. Hidalgo County desires to have its emblems sewn to the uniforms. **On the bid price page indicate how your firm applies emblems to uniforms.**

3) Vendors should be aware that various departments may choose different logo emblems. Vendor shall indicate on the price page, the cost, if any, for the vendor to provide and install these logo emblems. Hidalgo County will work with the awarded bidder to attain an approved design. Actual samples of the finished patches must be provided for approval.

OUTFITTING OF UNIFORMS:

1) Initial outfitting of uniforms shall be new. As additional personnel are hired, they shall be furnished with new uniforms.

2) Additional uniforms for "New Hire" employees shall be provided with eleven (11) or six (6) sets of "New" uniforms, depending on the program. Uniforms for new employees must be delivered within (10) working days after notification.

VENDOR REQUIREMENTS:

1) The vendor should maintain a permanent office within the Rio Grande Valley, operated by a full time staff.

2) If the awarded vendor is located out of the local calling area, it is required that the vendor have a toll free number.

3) Vendors shall issue separate invoices for each County Department that accesses this contract, based on individual purchase orders. The invoices shall show, at a minimum, the purchase order number, employee names and the number of uniforms cleaned and returned for each employee.

4) Vendors shall be required to rectify any problem that he is made aware of, within ten days of said notice.

REQUIRED SUBMITTALS:

The following items must be submitted, and must be acceptable, in order for your bid to be considered.

a) Vendor(s) are required to submit a brief history of their company. Vendor shall also submit the names, addresses, phone numbers, and contact person of at least three businesses that utilize their firm's services as a reference.

b) Vendor shall submit, under separate cover, samples, identical in style and fabric to items to be provided under this bid. Samples must be submitted at no charge to Hidalgo County. Each sample shall be clearly labeled with the vendor's name, bid number, manufacturer and style number. Samples must be picked up by vendors, upon notification by Purchasing, after the evaluation has been completed.

c) Vendor(s) shall submit a color chart, showing uniform colors available. Each Department shall decide what colors, and styles (executive, industrial, short or long sleeve, etc) that they require, based on the samples submitted.

d) Vendor(s) shall submit the size ranges (male and female) that are available for all items.

e) Vendor(s) shall submit a sample check-in/check-out form.

f) Vendor(s) shall submit a procedure for employee to begin, discontinue, or transfer uniform services from one location to another.

g) Vendor(s) shall indicate their company criteria for determining when a uniform needs to be replaced. (See Attachment A)

UNIFORM RETURN:

At the termination of this contract all rental uniforms will be returned to the vendor within 20 days. Any shortages will be reimbursed by the County at the prices, as listed on the bid price form.

- ***Uniform lost or unreturned:***
  Policy for lost or unreturned uniforms must be stated on Attachment A.

- ***Uniform credits:***
  Credit for uniform service while employees are on sick leave, vacations, and other leaves of absence and/or terminated /resigned employees must be stated on Attachment A.

- ***Complaints:***
  It is the responsibility of the successful bidder to respond to complaints within forty-eight (48) hours with a reasonable and acceptable solution.

BASIS OF AWARD:

The basis of award will be overall low bidder meeting all specifications and requirements for each option. Option 1 (Full Service Uniform Program), Option 2 (Value Lease), Option 3 (Purchase of Garments). It shall be at Hidalgo County's sole discretion to elect the most advantageous option. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

TERM AND CONDITIONS:

1) Price(s) shall be fixed for a period of two (2) years with the County's option to renew one (1) additional year. **If awarded, bidder incurs any additional expenses during the term of the contract, those additional expenses shall not be charged to Hidalgo County throughout the duration of the contract.**

2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term due to unforeseen delay in award of the next contract term.

3) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

4) Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5) 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.

6) Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.

7) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8) Insurance Requirements- certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

9) Vendor must complete and file CIQ form (refer to EXHIBIT "D") to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. Vendor must return a filed copy including a copy of receipt with your bid response.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, **Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 So. Business 281 (New Administration Bldg), Edinburg, Texas 78539. Telephone inquiries will not be accepted.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, December 08, 2010 BY 5:00 P.M. Responses to all applicants via facsimile by no later than, **FRIDAY, Friday, December 10, 2010 BY 5:00 PM.**

ATTACHMENT A

1) UNIFORM REPLACEMENT POLICY:
2) UNIFORM CREDIT POLICY:
3) UNIFORM LOSS OR UNRETURNED POLICY:

QUESTIONNAIRE

1. Is there a fee for returned uniforms upon termination or resignation of an employee? If so, what is your fee and how long must an employee lease a uniform without paying termination charges?

2. Will your company be capable of depicting actual charges?

3. Will your company furnish coveralls, free of charge, with the rental or purchase of uniforms? If so, how many?

4. If contract is awarded to your company, the prices will be in effect for the length of the contract.

5. Please list any warranties and any other policies not described in Attachment A.

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides.

1) Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ email address:_____

Contract Period:_____ Scope of Work:_____

2) Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ email address:_____

Contract Period:_____ Scope of Work:_____

3) Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ email address:_____

Contract Period:_____ Scope of Work:_____

EXHIBIT "B"

BID PAGE

'Hidalgo County

"RENTAL and/or PURCHASE of INDUSTRIAL UNIFORMS"

Bid No. 2010-382-12-15-SMA

	Item Description	OPTION 1 *Full Service* Weekly rate rental per employee	OPTION 2 *Value Lease* Weekly rate per employee	OPTION 3 Purchase of Garment	Price For Lost Garment
1.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton				
2.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton				
3.	**SHIRTS-SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton				
4.	**SHIRTS- SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton				
5.	**SHIRTS- EXECUTIVE WESTERN STYLE (MEN)** 65% Polyester 35% Cotton				
6.	**POLO SHIRTS (MEN & WOMEN)** 50% Polyester 50% Cotton				
7.	**SHORT SLEEVE SMOCK (WOMEN)** 65 % Polyester 35% Cotton				
8.	**TROUSERS-INDUSTRIAL (MEN)** 65% Polyester 35% Cotton				
9.	**TROUSERS-INDUSTRIAL (WOMEN)** 65% Polyester 35% Cotton				
10.	**EXECUTIVE PANTS** (Men) *must be available for Supervisory positions as requested by dept. 65% Polyester 35% Cotton				
11.	**RIPSTOP PANTS-(MEN)**100% ripstop cotton pants military-grade heavyweight 10-oz				
12.	**DENIM BLUE JEANS-**100% Cotton- **(MEN)** (Boot Cut, Flare & Straight Leg)14 3/4 Oz. Denim				
13.	**SHORTS-** Pleated Uniform (Men) 65% Polyester/35% Cotton				
14.	**SHORTS-** Pleated Uniform (Women) 65% Polyester/35% Cotton				
15.	**COVERALLS-** 65% Polyester 35% Cotton				
16.	**PATCHES AND/OR LOGOs**-- one time charge for Shirt				
17.	**ADDITIONAL FEES** (if any):				

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

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 GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea acodent)	$
					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 Commissioners' Court;

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — 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 05/29/2007

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

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, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

VENDOR'S BID with TABULATION SHEET

TABULATION SHEET

'Hidalgo County
"RENTAL and/or PURCHASE of INDUSTRIAL UNIFORMS"
Bid No. 2010-382-12-15-SMA

PARTICIPATING VENDORS		MODEL LAUNDRY, LLC Los Indios, Tx			
Item Description		OPTION 1 *Full Service* Weekly rate rental per employee	OPTION 2 *Value Lease* Weekly rate per employee	OPTION 3 Purchase of Garment	Price For Lost Garment
1.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton	$3.90	$2.50	$12.00	$16.00
2.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	$9.00	$5.66	$30.60	$35.00
3.	**SHIRTS-SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton	$3.75	$2.25	$10.50	$16.00
4.	**SHIRTS- SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	$9.00	$5.44	$27.25	$35.00
5.	**SHIRTS- EXECUTIVE WESTERN STYLE (MEN)** 65% Polyester 35% Cotton	$4.88	$3.50	$17.25	$20.00
6.	**POLO SHIRTS (MEN & WOMEN)** 50% Polyester 50% Cotton	$4.88	$3.50	$17.00	$20.00
7.	**SHORT SLEEVE SMOCK (WOMEN)** 65 % Polyester 35% Cotton	$4.88	$3.50	$15.00	$20.00
8.	**TROUSERS-INDUSTRIAL (MEN)** 65% Polyester 35% Cotton	$3.99	$2.50	$13.43	$18.00
9.	**TROUSERS-INDUSTRIAL (WOMEN)** 65% Polyester 35% Cotton	$5.00	$2.90	$15.75	$18.00
10.	**EXECUTIVE PANTS** (Men) *must be available for Supervisory positions as requested by dept. 65% Polyester 35% Cotton	$5.50	$3.50	$22.00	$25.00
11.	**RIPSTOP PANTS-(MEN)**100% ripstop cotton pants military-grade heavyweight 10-oz	NO BID			
12.	**DENIM BLUE JEANS-**100% Cotton- **(MEN)** (Boot Cut, Flare & Straight Leg)14 3/4 Oz. Denim	$4.90	$2.95	$16.43	$18.00
13.	**SHORTS-** Pleated Uniform (Men) 65% Polyester/35% Cotton	$5.20	$3.08	$15.45	$18.00
14.	**SHORTS-** Pleated Uniform (Women) 65% Polyester/35% Cotton	$5.20	$3.08	$15.45	$18.00
15.	**COVERALLS-** 65% Polyester 35% Cotton	$7.92	$3.35	$25.00	$30.00
16.	**PATCHES AND/OR LOGOs**-- one time charge for Shirt	$3.00	$3.00	$3.00	N/A
17.	**ADDITIONAL FEES** (if any):	per shirt			
	ALL EMBLEMS ARE SEWN TO THE SHIRTS				

EXHIBIT "B"

BID PAGE

'Hidalgo County

"RENTAL and/or PURCHASE of INDUSTRIAL UNIFORMS"

Bid No. 2010-382-12-15-SMA

	Item Description	OPTION 1 *Full Service* Weekly rate rental per employee	OPTION 2 *Value Lease* Weekly rate per employee	OPTION 3 Purchase of Garment	Price Fo Lost Garmer
1.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton	3.90	2.50	12.00	16.00
2.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	9.00	5.66	30.60	35.0
3.	**SHIRTS-SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton	3.75	2.25	10.50	16.0
4.	**SHIRTS- SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	9.00	5.44	27.25	35.0
5.	**SHIRTS- EXECUTIVE WESTERN STYLE (MEN)** 65% Polyester 35% Cotton	4.88	3.50	17.25	20.0
6.	**POLO SHIRTS (MEN & WOMEN)** 50% Polyester 50% Cotton	4.88	3.50	17.00	20.0
7.	**SHORT SLEEVE SMOCK (WOMEN)** 65 % Polyester 35% Cotton	4.88	3.50	15.00	20.0
8.	**TROUSERS-INDUSTRIAL (MEN)** 65% Polyester 35% Cotton	3.99	2.50	13.43	18.0
9.	**TROUSERS-INDUSTRIAL (WOMEN)** 65% Polyester 35% Cotton	5.00	2.90	15.75	18.0
10.	**EXECUTIVE PANTS** (Men) *must be available for Supervisory positions as requested by dept. 65% Polyester 35% Cotton	5.50	3.50	22.00	25.0
11.	**RIPSTOP PANTS-(MEN)**100% ripstop cotton pants military-grade heavyweight 10-oz	No Bid	No Bid	No Bid	No B
12.	**DENIM BLUE JEANS-**100% Cotton- **(MEN)** (Boot Cut, Flare & Straight Leg)14 3/4 Oz. Denim	4.90	2.95	16.43	18.0
13.	**SHORTS-** Pleated Uniform (Men) 65% Polyester/35% Cotton	5.20	3.08	15.45	18.0
14.	**SHORTS-** Pleated Uniform (Women) 65% Polyester/35% Cotton	5.20	3.08	15.45	18.0
15.	**COVERALLS-** 65% Polyester 35% Cotton	7.92	3.35	25.00	30.0
16.	**PATCHES AND/OR LOGOs**-- one time charge for Shirt	3.00	3.00	3.00	N/A
17.	**ADDITIONAL FEES** (if any):	per shirt			
	All Emblems are sewn to the shirts.				

OPENED 9:43 12-15-10 Witnessed

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deli the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditi contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: Model Laundry, LLC

ADDRESS: P.O. Box 178

CITY/STATE/ZIP CODE: Los Fresnos, TX. 78567

PHONE NUMBER/: 956. 399-4340

CELLULAR NUMBER: 956. 455-0477

FAX NUMBER: 956. 399. 4344

AUTHORIZED SIGNATURE: Serena Pintegnat

EMAIL ADDRESS: WPintegnat@msn.com

PRINTED NAME: Serena Pintegnat

TITLE: Owner/Manager

DATE: 12/13/10

ATTACHMENT A

1) UNIFORM REPLACEMENT POLICY:

Uniforms will be replaced based on normal wear and tear and life of the garment. or every year.

2) UNIFORM CREDIT POLICY:

NO credits will be given, unless we have made a billing error.

3) UNIFORM LOSS OR UNRETURNED POLICY:

If employee does not return uniforms, He/she will be charged per piece missing.

QUESTIONNAIRE

1. Is there a fee for returned uniforms upon termination or resignation of an employee? If so, what is your fee ar how long must an employee lease a uniform without paying termination charges?

NO.

2. Will your company be capable of depicting actual charges?

Yes.

3. Will your company furnish coveralls, free of charge, with the rental or purchase of uniforms? If so, how man

NO.

4. If contract is awarded to your company, the prices will be in effect for the length of the contract.

Yes.

5. Please list any warranties and any other policies not described in Attachment A.

EXHIBIT "C"

INSURANCE REQUIREMENTS

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Susan Rosales
- 3461 Carmen Ave Ste 1
- Rancho Viejo, TX 78575-5220
- 956-350-0012

Issue Date (MM/DD/YY) 02/16/2011

St. 19 Dist. 40 Agent 32K

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.

Insured

Name & Address
- MODEL LAUNDRY LLC
- 35448 FM 2520
- SAN BENITO, TX 78586

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	
B		General Liability	604794581	01/29/2011	01/29/2012	General Aggregate	$ 2,000,000
	X	Commercial General Liability				Products-Comp/OPS Aggregate	$ 1,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 1,000,000
		Contractual - Incidental Only				Each Occurrence	$ 1,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 75,000
						Medical Expense (Any one person)	$ 5,000
		Automobile Liability				Combined Single Limit	$
		All Owned Commercial Autos				Bodily Injury (Per person)	$
		Scheduled Autos				Bodily Injury (Per accident)	$
		Hired Autos				Property Damage	$
		Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory	
						Each Accident	$
						Disease - Each Employee	$
						Disease - Policy Limit	$

Description of Operations/Vehicles/Restrictions/Special items:

Location of Business: 35448 FM 2520, SAN BENITO, TX 78586
Additional Insured: Hidalgo County

Certificate Holder

Name & Address
- Hidalgo County
- 1615South Closner, Ste. J
- EDINBURG, TX 78539
- Attn: County Judge

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.

Authorized Representative

56-2492 4-84

Copy Distribution: Service Center Copy and Agent's Copy

H-01

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2010

PRODUCER
Bob Sales Insurance Agcy
P. O. Box 3355
1313 Alton Gloor, Ste E
Brownsville TX 78523
(956) 542-5331

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	NAIC #
INSURER A: State Auto Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Model Laundry LLC
P.O. Box 178
Los Indios TX 78567-0178

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 occurence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
A		**AUTOMOBILE LIABILITY**	BAP2299409	07/20/2010	07/20/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[X] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		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
Hidalgo County named as additional insured

CERTIFICATE HOLDER
Hidlago County
Attn: County Judge
1615 South Closner, Ste J
Edinburg TX 78539-

CANCELLATION AI SSPNIJ

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

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/15/2011

PRODUCER (956)546-4222 FAX (956)546-0157
Bert Whisenant Insurance
14 East Levee
Brownsville, TX 78520

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
Model Laundry, LLC
P.O. Box 178
Los Indios, TX 78567

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Southern Vanguard Insurance Co	
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 occurence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		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	TSV000610501	01/29/2011	01/29/2012	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				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

Hidalgo County
County Judge
1615 S. Closner, Ste. J
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
B. R. Whisenant Jr./LUP B.R. Whisenant, Jr.

©ACORD CORPORATION 1988

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
1-1100-412-00-001-001-0-343	92ND DC-LAUNDRY & DRY CLEANING	60.00	.00	.00	.00	60.00	.00
1-1100-412-00-002-001-0-343	93RD DC-LAUNDRY & DRY CLEANING	50.00	.00	.00	.00	50.00	.00
1-1100-412-00-002-001-0-605	93RD DC-CLOTHING & UNIFORMS	385.00	.00	.00	.00	385.00	.00
1-1100-412-00-003-001-0-343	139TH DC-LAUNDRY & DRY CLEANING	200.00	100.00	.00	.00	100.00	50.00
1-1100-412-00-003-001-0-605	139TH DC-CLOTHING AND UNIFORMS	200.00	.00	.00	.00	200.00	.00
1-1100-412-00-005-001-0-343	275TH DC-LAUNDRY & DRY CLEANING	40.00	.00	.00	.00	40.00	.00
1-1100-412-00-006-001-0-343	332ND DC-LAUNDRY AND DRY CLEANING	50.00	.00	.00	.00	50.00	.00
1-1100-412-00-006-001-0-605	332ND DC-CLOTHING & UNIFORMS	375.00	.00	.00	.00	375.00	.00
1-1100-412-00-009-001-0-343	398TH DC-LAUNDRY & DRY CLEANING	50.00	.00	.00	.00	50.00	.00
1-1100-412-00-010-001-0-343	430TH DC-LAUNDRY & DRY CLEANING	300.00	165.00	30.00	30.00	105.00	65.00
1-1100-412-00-011-001-0-343	449TH DC-LAUNDRY & DRY CLEANING	150.00	.00	.00	.00	150.00	.00
1-1100-412-00-032-001-0-605	MASTER CRT II-CLOTHING & UNIFORMS	250.00	.00	.00	.00	250.00	.00
1-1100-412-00-068-001-0-605	JP PCT 4/PL 2-CLOTHING & UNIFORMS	500.00	.00	.00	.00	500.00	.00
1-1100-412-30-085-003-0-605	PUBLIC DEFENDER-CLOTHING & UNIFORMS	150.00	.00	.00	.00	150.00	.00
1-1100-414-00-130-001-0-605	ELECTIONS DEPT-CLOTHING AND UNIFORMS	2,500.00	.00	.00	.00	2,500.00	.00
1-1100-415-50-190-002-0-605	HUMAN RESOURCES-CLOTHING & UNIFORMS	110.00	.00	.00	.00	110.00	.00
1-1100-419-40-220-001-0-343	FACILITIES MGMT-LAUNDRY & DRY CLEANING	45,000.00	10,592.45	6,116.89	6,116.89	28,290.66	37.13
1-1100-419-40-220-001-0-605	FACILITIES MGMT-CLOTHING & UNIFORMS	4,000.00	.00	.00	.00	4,000.00	.00
1-1100-419-50-125-003-0-605	SAFETY-CLOTHING & UNIFORMS	500.00	.00	.00	.00	500.00	.00
1-1100-421-00-280-001-0-343	SHERIFF-LAUNDRY & DRY CLEANING	6,000.00	676.09	323.91	323.91	5,000.00	16.67
1-1100-421-00-280-001-0-605	SHERIFF-CLOTHING & UNIFORMS	70,000.00	1,712.20	.00	.00	68,287.80	2.45
1-1100-421-00-291-001-0-605	CONSTABLE PCT.1-CLOTHING & UNIFORMS	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-421-00-292-001-0-605	CONSTABLE PCT.2-CLOTHING & UNIFORMS	3,000.00	270.95	.00	.00	2,729.05	9.03
1-1100-421-00-293-001-0-605	CONSTABLE PCT.3-CLOTHING & UNIFORMS	6,000.00	2,148.00	.00	.00	3,852.00	35.80
1-1100-421-00-294-001-0-605	CONSTABLE PCT.4-CLOTHING & UNIFORMS	5,000.00	1,006.00	.00	.00	3,994.00	20.12
1-1100-421-00-295-001-0-605	CONSTABLE PCT.5-CLOTHING & UNIFORMS	2,600.00	80.00	.00	.00	2,520.00	3.08
1-1100-422-10-300-001-0-605	EMERG SRVS-FM-CLOTHING & UNIFORMS	3,500.00	.00	74.86	74.86	3,425.14	2.14
1-1100-423-21-280-002-0-343	JAIL-LAUNDRY & DRY CLEANING	25,000.00	2,814.09	1,550.91	1,550.91	20,635.00	17.46
1-1100-423-21-280-002-0-605	JAIL-CLOTHING & UNIFORMS	125,000.00	26,707.60	.00	.00	98,292.40	21.37
1-1100-423-32-330-001-0-605	JUV DET HM-CLOTHING & UNIFORMS	7,000.00	3,352.40	894.28	894.28	2,753.32	60.67
1-1100-423-60-330-002-0-605	JUV PROB-CLOTHING & UNIFORMS	2,500.00	.00	.00	.00	2,500.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-429-00-300-023-0-605	EMERG SRVS-EM-CLOTHING & UNIFORMS	4,000.00	.00	.00	.00	4,000.00	.00
1-1100-432-00-121-001-0-343	PCT1 SANITATION-LAUNDRY & DRY CLEANING	6,100.00	2,067.84	280.96	280.96	3,751.20	38.50
1-1100-432-00-121-001-0-605	PCT1 SANITATION-CLOTHING & UNIFORMS	500.00	.00	.00	.00	500.00	.00
1-1100-432-00-122-001-0-343	PCT2 SANITATION-LAUNDRY & DRY CLEANING	8,000.00	951.60	.00	.00	7,048.40	11.90
1-1100-432-00-122-001-0-605	PCT2 SANITATION-CLOTHING & UNIFORMS	700.00	131.14	.00	.00	568.86	18.73
1-1100-432-00-123-001-0-343	PCT3 SANITATION-LAUNDRY & DRY CLEANING	11,300.00	561.66	1,162.94	1,162.94	9,575.40	15.26
1-1100-432-00-123-001-0-605	PCT3 SANITATION-CLOTHING & UNIFORMS	8,700.00	5,171.76	2,035.00	2,035.00	1,493.24	82.84
1-1100-432-00-124-001-0-605	PCT4 SANITATION-CLOTHING & UNIFORMS	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-441-00-340-001-0-343	HEALTH ADM-LAUNDRY & DRY CLEANING	6,100.00	633.30	424.20	424.20	5,042.50	17.34
1-1100-441-00-340-001-0-605	HEALTH ADM-CLOTHING & UNIFORMS	3,000.00	.00	.00	.00	3,000.00	.00
1-1100-444-00-360-001-0-605	CHILD WELFARE-CLOTHING & UNIFORMS	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-452-00-121-013-0-343	PCT1 PARKS-LAUNDRY & DRY CLEANING	7,600.00	5,241.13	8.87	8.87	2,350.00	69.08
1-1100-452-00-121-013-0-605	PCT1 PARKS-CLOTHING & UNIFORMS	1,300.00	.00	294.52	294.52	1,005.48	22.66
1-1100-452-00-122-008-0-343	PCT2 PARKS-LAUNDRY & DRY CLEANING	10,000.00	630.96	.00	.00	9,369.04	6.31
1-1100-452-00-122-008-0-605	PCT2 PARKS-CLOTHING & UNIFORMS	400.00	.00	.00	.00	400.00	.00
1-1100-452-00-123-008-0-343	PCT3 PARKS-LAUNDRY & DRY CLEANING	5,000.00	354.02	295.98	295.98	4,350.00	13.00
1-1100-452-00-123-008-0-605	PCT3 PARKS-CLOTHING & UNIFORMS	2,000.00	1,942.83	-41.45	-41.45	98.62	95.07
1-1100-452-00-124-009-0-605	PCT4 PARKS-CLOTHING & UNIFORMS	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-466-00-122-018-0-343	PCT2 CRC-LAUNDRY & DRY CLEANING	600.00	80.16	.00	.00	519.84	13.36
1-1100-466-00-122-018-0-605	PCT2 CRC-CLOTHING & UNIFORMS	75.00	.00	.00	.00	75.00	.00
1-1100-466-00-122-082-0-343	PCT2 CRC (S.TOWER)-LAUNDRY &DRY CLEANING	550.00	80.16	.00	.00	469.84	14.57
1-1100-466-00-122-082-0-605	PCT2 CRC (S.TOWER)-CLOTHING & UNIFORMS	100.00	.00	.00	.00	100.00	.00
1-1200-431-00-121-005-0-343	PCT1 P/U RD-LAUNDRY & DRY CLEANING	20,000.00	3,000.00	.00	.00	17,000.00	15.00
1-1200-431-00-121-005-0-605	PCT1 P/U RD-CLOTHING & UNIFORMS	1,000.00	.00	.00	.00	1,000.00	.00
1-1200-431-00-122-004-0-343	CO SHOP-LAUNDRY & DRY CLEANING	3,312.54	882.38	.00	.00	2,430.16	26.64
1-1200-431-00-122-004-0-605	CO SHOP-CLOTHING & UNIFORMS	75.00	.00	.00	.00	75.00	.00
1-1200-431-00-122-005-0-343	PCT2 RD ADM-LAUNDRY & DRY CLEANING	400.00	145.26	.00	.00	254.74	36.32
1-1200-431-00-122-006-0-343	PCT2 P/U RD-LAUNDRY & DRY CLEANING	18,070.00	2,219.60	70.00	70.00	15,780.40	12.67
1-1200-431-00-122-006-0-605	PCT2 P/U RD-CLOTHING & UNIFORMS	500.00	.00	.00	.00	500.00	.00
1-1200-431-00-123-005-0-343	PCT3 P/U RD-LAUNDRY & DRY CLEANING	22,908.07	4,710.02	1,389.98	1,389.98	16,808.07	26.63
1-1200-431-00-123-005-0-605	PCT3 P/U RD-CLOTHING & UNIFORMS	12,091.93	11,091.93	-177.58	-177.58	1,177.58	90.26
1-1200-431-00-123-049-0-605	PCT3 DRAIN IMPRV PRJ-CLOTHING & UNIFORMS	.00	.00	-47.11	-47.11	47.11	.00
1-1200-431-00-124-005-0-343	PCT4 RD ADM-LAUNDRY & DRY CLEANING	.00	.00	.00	.00	.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1200-431-00-124-005-0-605	PCT4 RD ADM-CLOTHING & UNIFORMS	100.00	.00	.00	.00	100.00	.00
1-1200-431-00-124-007-0-343	PCT4 P/U RD-LAUNDRY & DRY CLEANING	1,500.00	163.33	86.67	86.67	1,250.00	16.67
1-1200-431-00-124-007-0-605	PCT4 P/U RD-CLOTHING & UNIFORMS	10,209.97	173.93	.00	.00	10,036.04	1.70
1-1254-412-00-270-014-0-605	HIDTA US JUSTICE-CLOTHING & UNIFORMS	500.00	.00	.00	.00	500.00	.00
1-1284-421-00-292-004-1-605	CONST. PCT.2-LBSP-CLOTHING & UNIFORMS	228.20	.00	.00	.00	228.20	.00
1-1286-423-00-330-004-1-605	S.T.A.R. PROJECT-CLOTHING	881.60	.00	.00	.00	881.60	.00
1-1286-423-00-330-051-1-605	SSHSI-CLOTHING & UNIFORMS	10,000.00	.00	.00	.00	10,000.00	.00
1-1295-423-00-330-028-0-343	WESL B/C-LAUNDRY & DRY CLEANING	250.00	.00	.00	.00	250.00	.00
1-1295-423-00-330-028-0-605	WESL B/C-CLOTHING & UNIFORMS	15,000.00	504.10	.00	.00	14,495.90	3.36
1-1297-423-00-320-030-1-605	CRTF-CLOTHING & UNIFORMS	38.11	.00	.00	.00	38.11	.00

AI-25385 **23.A.7.**

Pipes-Award of Bids and Approval of Contracts to Multiple Vendors
CC REGULAR

Date:	02/22/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Ratification of request by Purchasing Department to all participating/submitting vendors to hold bid prices for an additional thirty (30) day period or upon award of bid(s) and approval of contract(s) effective date whichever comes first as this action is in the best interest of Hidalgo County;

b. Presentation of tabulations for action by CC to award to multiple vendors that submitted the lowest bids by category/items and meeting all specifications, and requirements with approval of contract(s) for: “PIPES” (reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber gasket Joint Concrete Pipes & Additional Miscellaneous Items) (RFB No. 2010-274-11-17-ysi) with effective dates of March 02, 2011 to February 29, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

See attached exp report for funding sources and availibility of funds. Purchases are on an as needed basis.

Attachments

Link: contract
Link: contract
Link: contract
Link: contract
Link: contract
Link: extensions
Link: f. morrison
Link: acceptance sheet 25385

Link: p log 25385

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/17/2011 11:51 AM	APRV
2	Budget & Management	Erika Zamora	02/17/2011 02:10 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/18/2011 11:46 AM	APRV
4	Auditor's Office		02/18/2011 04:25 PM	NEW

Form Started By: Yvette Islas

Started On: 02/16/2011 02:27 PM

Final Approval Date: 02/18/2011

REQUIREMENTS AGREEMENT
C-2010-274—02-22

THIS AGREEMENT (the "Agreement") is entered into effective as of March 01, 2011, by and between Hanson Pipe & Precast, Inc., a Limited Partnership ("Seller") and Hidalgo County ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 02, 2011 through February 29, 2012 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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:	Hanson Pipe & Precast, Inc. 1300 Rabb Rd. La Feria, TX 78559

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

m. Any contract award to a successful bidder will be in effect until

(a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's written notice prior to cancellation.

n. **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.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Hanson Pipe & Precast, Inc.

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

EXHIBIT "A"
SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)

Bid No: 2010-274-11-17-ysi

1. Request For Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 14 pages.
4. Exhibit "B" Bid Page consisting of 6 pages.
5. Exhibit "C" Insurance Requirements consisting of 3 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 Requirements Agreement consisting of 6 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

November 01, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 01, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)**
Bid No: 2010-274-11-17-ysi

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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-2010-274-11-17-ysi - Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 17, 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-2010-274-11-17-ysi-Hidalgo County–"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** . 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 – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**November 17, 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.

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID NO.: 2010-274-11-17-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: _____

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) 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 to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2011 through December 31, 2011 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. 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).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **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:

- **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.

- **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.

- **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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, November 10, 2010 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, November 12, 2010.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 $\pm$ 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:

The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:

Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF		LF	
15"		LF		LF		LF	
18"		LF		LF		LF	
24"		LF		LF		LF	
30"		LF		LF		LF	
36"		LF		LF		LF	
42"		LF		LF		LF	
48"		LF		LF		LF	
54"		LF		LF		LF	
60"		LF		LF		LF	
72"		LF		LF		LF	

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF		LF	
15"		LF		LF		LF	
18"		LF		LF		LF	
24"		LF		LF		LF	
30"		LF		LF		LF	
36"		LF		LF		LF	
42"		LF		LF		LF	
48"		LF		LF		LF	
54"		LF		LF		LF	
60"		LF		LF		LF	
72"		LF		LF		LF	

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
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POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
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	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE							
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE		
4"		LF		LF			LF
6"		LF		LF			LF
8"		LF		LF			LF
10"		LF		LF			LF
12"		LF		LF			LF

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
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CATEGORY (B) – INLETS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
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CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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 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 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

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:

IIIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

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

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.

DRAFT

REQUIREMENTS AGREEMENT
C-2010-274—00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ _____, 2010 by and between _____, a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **[PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items]**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence January 01, 2011 through December 31, 2011 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

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

n. **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.

HIDALGO COUNTY

_____

Rene A. Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Company Name

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

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"

BID PAGE

HANSON PIPED PRECAST

CATEGORY A – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	8.13	LF	8.13	LF	8.13	LF
15"	9.91	LF	9.91	LF	9.91	LF
18"	[redacted]	LF	11.60	LF	13.34	LF
24"	[redacted]	LF	22.66	LF	25.49	LF
30"	[redacted]	LF	31.40	LF	35.32	LF
36"	[redacted]	LF	49.93	LF	56.42	LF
42"	[redacted]	LF	62.16	LF	69.93	LF
48"	[redacted]	LF	74.43	LF	83.73	LF
54"	[redacted]	LF	90.71	LF	102.05	LF
60"	[redacted]	LF	119.51	LF	135.04	LF
72"	[redacted]	LF	168.44	LF	190.34	LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	10.61	LF	10.61	LF	10.61	LF
15"	12.77	LF	12.77	LF	12.77	LF
18"	[redacted]	LF	14.94	LF	17.19	LF
24"	[redacted]	LF	26.33	LF	29.63	LF
30"	[redacted]	LF	36.49	LF	41.05	LF
36"	[redacted]	LF	55.31	LF	62.21	LF
42"	[redacted]	LF	72.25	LF	81.28	LF
48"	[redacted]	LF	86.56	LF	97.37	LF
54"	[redacted]	LF	101.66	LF	114.37	LF
60"	[redacted]	LF	128.00	LF	144.00	LF
72"	[redacted]	LF	179.56	LF	202.00	LF

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"	[redacted]	LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"	[redacted]	LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"	[redacted]	LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"	[redacted]			LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	72.00
1 ½"			¾"	72.00
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE						
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

CATEGORY B - INLETS

ESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10
TYPE "A" INLET	560	635	710											1740	1815	1840	189
TYPE "A" – SPL-1) INLET	560	635	710	785	880	935	1010							1740	1815	1840	189
TYPE "C" INLET	1155							1575	1635	1695	1755	1815	1875	1935	1995	2025	205
TYPE "CC" INLET	1590	1665	1740	1815	1890	1965	2040	2330	2405	2480	2555	2630	2705	2780	2855	2893	293
TYPE "F" INLET					1623	1698	1773	1848	1923	1998	2073	2148	2223	2298	2373	2411	244
TYPE "F" SPL-1) INLET					1623	1698	1773	1848	1923	1998	2073	2148	2223	2298	2373	2411	244

CATEGORY C – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE	695	713	730	765	800	835	870	905	940	975	1010	1045	1080	1115	115(
TYPE "A-1" MANHOLE	821	848	874	927	980	1033	1086	1139	1192	1245	1298	1351	1404	1457	151(
TYPE "M" MANHOLE	1392	1432	1472	1552	1819	1904	1989	2050	2145	2240	2725	2830	2740	2845	295(

CATEGORY D – MISC

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

COPY

PURCHASING DEPARTMENT HANSON
County Of Hidalgo PIPE & PRECAST

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)

Bid No: 2010-274-11-17-ysi

1. **Request For Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 14 pages.**
4. **Exhibit "B" Bid Page consisting of 6 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 3 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 Requirements Agreement consisting of 6 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

November 01, 2010
Date

PURCHASING DEPARTMENT
County Of Hidalgo

November 01, 2010

HANSON PIPE & PRECAST
1300 RABB RD.
LA FERIA, TX. 78559

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)**
Bid No: 2010-274-11-17-ysi

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

Bid No: 2010-274-11-17	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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-2010-274-11-17-ysi - Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 17, 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-2010-274-11-17-ysi-Hidalgo County–"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)" .** 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 – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**November 17, 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.

HIDALGO COUNTY
"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"
BID NO.: 2010-274-11-17-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: Hanson Pipe & Precast
Address: 1300 Rabb Rd. La Feria, TX. 78559
By: Roger V. Gonzales
Printed Name: Roger V. Gonzales
Title: Sales Representative

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) 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 to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2011 through December 31, 2011 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. 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).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **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:

- **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.

- **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.

- **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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, November 10, 2010 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, November 12, 2010.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:

The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:

Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"	8.13	LF	8.13	LF	8.13	LF	
15"	9.91	LF	9.91	LF	9.91	LF	
18"	11.60	LF	11.60	LF	13.34	LF	
24"	18.89	LF	22.66	LF	25.49	LF	
30"	26.16	LF	31.40	LF	35.32	LF	
36"	41.61	LF	49.93	LF	56.42	LF	
42"	51.80	LF	62.16	LF	69.93	LF	
48"	62.03	LF	74.43	LF	83.73	LF	
54"	75.59	LF	90.71	LF	102.05	LF	
60"	99.59	LF	119.51	LF	135.04	LF	
72"	140.36	LF	168.44	LF	190.34	LF	

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"	10.61	LF	10.61	LF	10.61	LF	
15"	12.77	LF	12.77	LF	12.77	LF	
18"	14.94	LF	14.94	LF	17.19	LF	
24"	26.33	LF	26.33	LF	29.63	LF	
30"	36.49	LF	36.49	LF	41.05	LF	
36"	55.31	LF	55.31	LF	62.21	LF	
42"	72.25	LF	72.25	LF	81.28	LF	
48"	86.56	LF	86.56	LF	97.37	LF	
54"	101.66	LF	101.66	LF	114.37	LF	
60"	128.00	LF	128.00	LF	144.00	LF	
72"	179.56	LF	179.56	LF	202.00	LF	

NOTE: DELIVERS ARE TO BE FULL TRUCK LOADS.

RMA OPENED
10:06
11-17-10
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"	NO BID	LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"	NO BID	LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

OPENED
10:06
11-17-10
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"	NO BID	LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"			NO BID	LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"			OPENED	LF
96"				LF
102"			10:04	LF
108"				LF
114"			11-17-10	LF
120"			Witnessed	LF
126"				LF
132"				LF
138"				LF
144"				LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"	NO BID		¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE							
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE		
4"		LF		LF		LF	
6"		LF		LF		LF	
8"	NO BID	LF		LF		LF	
10"		LF		LF		LF	
12"		LF		LF		LF	

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF	NO BID	LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

OPENED
10:06
11-17-10
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

Witnessed 11-17-10 10:00 AM

CATEGORY (B) – INLETS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET	$560.00	$635.00	$710.00	$785.00	$880	$935	$1,010	$1,290	$1,365	$1,440	$1515	$1.590	$1665	$1740	$1815	$1840	$1890
TYPE "A" – (SPL-1) INLET	$560	$635	$710	$785	$880	$935	$1,010	$1,290	$1,365	$1,440	$1,515	$1,590	$1,665	$1,740	$1815	$1,840	$1,890
TYPE "C" INLET	$1,155	$1,215	$1,275	$1,335	$1,395	$1,455	$1,515	$1,575	$1,635	$1,695.00	$1,755	$1815	$1875	$1935	$1995	$2025	$2055
TYPE "CC" INLET	$1590	$1665	$1740	$1815	$1890	$1965	$2040	$2330	$2405	$2480	$2555	$2630	$2705	$2780	$2855	$2893	$2930
TYPE "F" INLET	NoBID	NO BID	NO BID	NO BID	$1623	$1698	$1773	$1848	$1923	$1998	$2073	$2148	$2223	$2298	$2373	$2411	$2448
TYPE "F" (SPL-1) INLET	NoBID	NO BID	NO BID	NO BID	$1623	$1698	$1773	$1848	$1923	$1998	$2073	$2148	$2223	$2298	$2373	$2411	$2448

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE													
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE	$1,95	$713	$730	$765	$800	$835	$870	$905	$940	$975	$1010	$1045	$1080	$1115	$1150
TYPE "A-1" MANHOLE	$821	$848	$874	$927	$980	$1033	$1086	$1139	$1192	$1245	$1298	$1351	$1404	$1457	$1510
TYPE "M" MANHOLE	$1392	$1432	$1472	$1552	$1819	$1904	$1989	$2050	$2145	$2240	$2725	$2830	$2740	$2845	$2950

* NOTE
STRUCTURES ARE PRICED OUT WITH THE ASSUMPTION OF 24" RCP AND SMALLER. STRUCTURES WITH LARGER SIZES MAY CHANGE THE SIZE OF THE STRUCTURE AND THE PRICE WILL CHANGE TOO. RVJ

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	No Bid
FIRE HYDRANT W/VALVE	EA	No Bid
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	No Bid
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	No Bid
1.5 " PVC SCHEDULE 40	EA	No Bid
0.75 " PVC SCHEDULE 40	EA	No Bid
0.5 " PVC SCHEDULE 40	EA	No Bid
8" 90 DEGREE ELL	EA	No Bid
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	No Bid

OPENED
10:06
11-17-10
Witnessed

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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) $ PERS & 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) $
C	**GARAGE LIABILITY** ☐ ANY AUTO **EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				AUTO ONLY-EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $ EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** ☐ OTHER				WC STATU TORY LIMITS ☐ 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	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, Roger V. Gonzales, authorized representative for Hanson Pipe & Precast
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.

Roger V. Gonzales
Authorized Representative

11/16/10
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, Roger V. Gonzales, 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.

Roger V. Gonzales
Authorized Signature

11/16/10
Date

Hanson Pipe & Precast
Company

1300 Rabb Rd.
Address

La Feria, TX. 78559
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

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:

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

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.:**

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.

DRAFT

REQUIREMENTS AGREEMENT
C-2010-274—00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ _____, 2010 by and between _____, a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **[PIPES–Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items]**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence January 01, 2011 through December 31, 2011 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

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

n. **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.

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company Name

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

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: Roger V. Gonzales
Print Name: Roger V. Gonzales
Title: Sales Representative
Telephone Number: (956) 797-3227
Date: Nov. 16, 2010

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 "C"
INSURANCE REQUIREMENTS

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2010

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 Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 624491-LH-GAWP-11/12 B 5680	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED HANSON PIPE & PRECAST, INC. 1100 W EXPRESSWAY 83 LA FERIA, TX 78559	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Fire Ins Co — 23035 INSURER B : Liberty Insurance Corporation — 42404 INSURER C : N/A — N/A INSURER D : N/A — N/A INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** HOU-001647466-13 **REVISION NUMBER:** 4

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		
A	GENERAL LIABILITY			TB2-631-509529-031	01/01/2011	01/01/2012	EACH OCCURRENCE	$	1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	250,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$	
A	AUTOMOBILE LIABILITY			AS2-631-509529-021	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$	
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	[X] HIRED AUTOS							$	
	[X] NON-OWNED AUTOS							$	
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	[ ] DEDUCTIBLE							$	
	[ ] RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA7-63D-509529-011 (AOS)	01/01/2011	01/01/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]	N/A		WC7-631-509529-041 (OR, WI)	01/01/2011	01/01/2012	E.L. EACH ACCIDENT	$	1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-63D-509529-051 (MN)	01/01/2011	01/01/2012	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: RFB NO. 2008-343-11-26-OTM; Contract No. C-08-343a-02-17
HIDALGO COUNTY IS INCLUDED AS AN ADDITIONAL INSURED (EXCEPT ON WORKERS' COMP), WHERE REQUIRED BY WRITTEN CONTRACT.

RECEIVED DEC 27 2010 9:35 AM By

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
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 of Marsh USA Inc.

William Hines

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REQUIREMENTS AGREEMENT
C-2010-274a—02-22

THIS AGREEMENT (the "Agreement") is entered into effective as of March 01, 2011, by and between Alamo Concrete Products Ltd., a Limited Partnership ("Seller") and Hidalgo County ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 02, 2011 through February 29, 2012 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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:	Alamo Concrete Products P O Box 531808 Harlingen, TX 78553-1808

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

m. Any contract award to a successful bidder will be in effect until

(a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's written notice prior to cancellation.

n. **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.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Alamo Concrete Products

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

EXHIBIT "A"
SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)

Bid No: 2010-274-11-17-ysi

1. **Request For Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 14 pages.**
4. **Exhibit "B" Bid Page consisting of 6 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 3 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 Requirements Agreement consisting of 6 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

November 01, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 01, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)**
Bid No: 2010-274-11-17-ysi

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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-2010-274-11-17-ysi - Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 17, 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-2010-274-11-17-ysi-Hidalgo County–"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** . 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 – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**November 17, 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.

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID NO.: 2010-274-11-17-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: _____

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) 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 to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2011 through December 31, 2011 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. 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).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **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:

- **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.

- **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.

- **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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, November 10, 2010 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, November 12, 2010.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING
All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE
Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 $\pm$ 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:

The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:

Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer-Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE							
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE		
4"		LF		LF			LF
6"		LF		LF			LF
8"		LF		LF			LF
10"		LF		LF			LF
12"		LF		LF			LF

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (B) – INLETS

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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 GG	$
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- ☐ 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

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:

IIIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

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

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.

DRAFT

REQUIREMENTS AGREEMENT
C-2010-274—00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ _____, 2010 by and between _____, a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **[PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items]**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence January 01, 2011 through December 31, 2011 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

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

n. **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.

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company Name

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

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"
BID PAGE

ALAMO CONCRETE PRODUCTS

CATEGORY A – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF		LF	
15"		LF		LF		LF	
18"	10.00	LF		LF		LF	
24"	15.00	LF		LF		LF	
30"	22.00	LF		LF		LF	
36"	33.50	LF		LF		LF	
42"	43.00	LF		LF		LF	
48"	55.00	LF		LF		LF	
54"		LF		LF		LF	
60"		LF		LF		LF	
72"		LF		LF		LF	

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF		LF	
15"		LF		LF		LF	
18"		LF		LF		LF	
24"		LF		LF		LF	
30"		LF		LF		LF	
36"		LF		LF		LF	
42"		LF		LF		LF	
48"		LF		LF		LF	
54"		LF		LF		LF	
60"		LF		LF		LF	
72"		LF		LF		LF	

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"	[redacted]	LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"	[redacted]	LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"	[redacted]	LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"	[redacted]			LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE						
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

CATEGORY B - INLETS

ESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10
TYPE "A" INLET					775	800	830	860	880	905	940	980	1015				
TYPE "A" – SPL-1) INLET								1170	1190	1215	1250	1290	1325				
TYPE "C" INLET		685	710	735	775	800	825										
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" SPL-1) INLET																	

CATEGORY C – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY D – MISC

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

COPY
Alamo Concrete Products

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)
Bid No: 2010-274-11-17-ysi

1. **Request For Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 14 pages.**
4. **Exhibit "B" Bid Page consisting of 6 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 3 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 Requirements Agreement consisting of 6 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

November 01, 2010
Date

PURCHASING DEPARTMENT
County Of Hidalgo

November 01, 2010

Luis Martinez

Alamo Concrete Products,

P.O. Box 531808

Harlingen, Texas 78553-1808

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)**
Bid No: 2010-274-11-17-ysi

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

Bid No: 2010-274-11-17	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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-2010-274-11-17-ysi - Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 17, 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-2010-274-11-17-ysi-Hidalgo County–"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** . 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 – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**November 17, 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.

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID NO.: 2010-274-11-17-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: Alamo Concrete Products

Address: P.O. Box 531808, Harlingen, Texas 78553-1808

By: Luis Martinez

Printed Name: Luis Martinez

Title: Pipe/Precast Division Manager

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) 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 to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2011 through December 31, 2011 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. 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).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **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:

- **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.

- **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.

- **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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, November 10, 2010 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, November 12, 2010.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:
The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:
All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 $\pm$ 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:
The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:
The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"	No Bid	LF	No Bid	LF	No Bid	LF	
15"		LF	"	LF	"	LF	
18"	10.00	LF	"	LF	"	LF	
24"	15.00	LF	"	LF	"	LF	
30"	22.00	LF	"	LF	"	LF	
36"	33.50	LF	"	LF	"	LF	
42"	43.00	LF	"	LF	"	LF	
48"	55.00	LF	"	LF	"	LF	
54"	No Bid	LF	"	LF	"	LF	
60"	No Bid	LF	"	LF	"	LF	
72"	No Bid	LF	"	LF	"	LF	

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"	No Bid	LF	No Bid	LF	No Bid	LF	
15"		LF	"	LF	"	LF	
18"	11.25	LF	"	LF	"	LF	
24"	17.00	LF	"	LF	"	LF	
30"	25.00	LF	"	LF	"	LF	
36"	36.00	LF	"	LF	"	LF	
42"	46.00	LF	"	LF	"	LF	
48"	57.00	LF	"	LF	"	LF	
54"	65.00	LF	"	LF	"	LF	
60"	80.00	LF	"	LF	"	LF	
72"	113.00	LF	"	LF	"	LF	

OPENED
10:13
11-17-2010
Witnessed

Our pipe meets TexDot Spec. but is not Hwy Stamp.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

OPENED
10:13
11-17-2010
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"			OPENED	LF
90"				LF
96"			10:13	LF
102"			11-17-2010	LF
108"				LF
114"			witnessed	LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE						
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

OPENED
10:13
11-17-2010
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (B) – INLETS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET		725.	735.	760.	775.	800.	830.	860.	880.	905.	940.	980.	1015.				
TYPE "A" – (SPL-1) INLET		1035.	1045.	1070.	1085.	1110.	1140.	1170.	1190.	1215.	1250.	1290.	1325.				
TYPE "C" INLET		685.	710.	735.	775.	800.	825.										
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

W.M. Nesbitt 11:40 a.m. 10.13 OPENED

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

OPENED
10:13
11-17-2010
Witnessed

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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) $
C	**GARAGE LIABILITY** ANY AUTO **EXCESS LIABILITY** OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION $				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $ EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** OTHER				WC STATU TORY LIMITS ☐ 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, Luis Martinez, authorized representative for Alamo Concrete Products, Company/Vendor

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

- X 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.

Luis Martinez
Authorized Representative

11/16/10
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, Luis Martinez, 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.

Luis Martinez
Authorized Signature

11/9/10
Date

Alamo Concrete Products
Company

P.O. Box 531808
Address

Harlingen, Texas 78553-1808
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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (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?: 0 %
(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:

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name: Alamo Concrete Products **Telephone No.** (956) 423-6380

dba Name:

Legal Name:

Mailing Address : P.O. Box 531808 **Fax No.** (956) 425-3336

Physical Address: 2301 Industrial Crossway

City, State, Zip Harlingen, Texas 78553-1808 **Tax I.D. No.** 74-2689615

Remit to Address : **City, State, Zip**

E-Mail Address: LMartinez@AlamoConcrete.Com

Representative(s) Name(s) & Title(s) Lis Martinez, Pipe/Precast Division Manager

Type of Organization (check one): ____ Individual __X__ 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): __X__ **Manufacturer** ____ **Wholesaler** ____ **Retailer** ____ **Broker** ____ **Distributor** ____ **Service Organization** ____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Luis Martinez, Division Manager

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.:**

Form **W-9**
(Rev. October 2007)
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)
Alamo Concrete Products, Ltd.

Business name, if different from above
Alamo Concrete Products, Ltd. - Valley Division

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☑ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P. O. Box 531808

Requester's name and address (optional)

City, state, and ZIP code
Harlingen, TX 78553-1808

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
74 2689615

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. citizen or other U.S. person (defined below).

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 ▶ Yesenia S. Ramos Date ▶ 1/10/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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.

DRAFT

REQUIREMENTS AGREEMENT
C-2010-274—00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ _____, 2010 by and between _____, a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **[PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items]**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence January 01, 2011 through December 31, 2011 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

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

n. **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.

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: Luis Martinez
Print Name: Luis Martinez
Title: Division Manager
Telephone Number: (956)423-6380
Date: 11/9/10

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

(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.

HIDALGO COUNTY

_____

Rene A. Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Company Name

By: Alamo Concrete Products

Printed Name: Luis Martinez

Approved on Commissioners' Court: _____

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

EXHIBIT "C"
INSURANCE
REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2010

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
Marsh USA Inc.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797
Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360

927483--CAS-11-12

INSURED
ALAMO CONCRETE PRODUCTS
6055 W. GREEN MOUNTAIN ROAD
PO BOX 34807
SAN ANTONIO, TX 78266

RECEIVED
JAN 06 2011
By

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Union Fire Insurance Co.	19445
INSURER B :	N/A	N/A
INSURER C :	N/A	N/A
INSURER D :	New Hampshire Insurance Company	23841
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CLE-002764752-10 **REVISION NUMBER:** 2

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		
A	GENERAL LIABILITY			GL 4406174	01/01/2011	01/01/2012	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	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$	
A	AUTOMOBILE LIABILITY			CA 3976837	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	[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							$	
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	[ ] DEDUCTIBLE							$	
	[ ] RETENTION $							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 061967057	01/01/2011	01/01/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Evidence of Insurance

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPT.
ATTN: YVETTE S. ISLAS
2812 S. BUSINESS HWY 281
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
of Marsh USA Inc.
Donna Clampitt

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REQUIREMENTS AGREEMENT
C-2010-274b—02-22

THIS AGREEMENT (the "Agreement") is entered into effective as of March 01, 2011, by and between HD Supply Waterworks, Ltd., a Limited Partnership ("Seller") and Hidalgo County ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [PIPES–Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 02, 2011 through February 29, 2012 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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:	HD Supply Waterworks, Ltd. 100 N. 1st Street McAllen, TX 78501

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

m. Any contract award to a successful bidder will be in effect until

(a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's written notice prior to cancellation.

n. **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.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

HD Supply Waterworks

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

EXHIBIT "A"
SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)

Bid No: 2010-274-11-17-ysi

1. **Request For Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 14 pages.**
4. **Exhibit "B" Bid Page consisting of 6 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 3 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 Requirements Agreement consisting of 6 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

November 01, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 01, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)**
Bid No: 2010-274-11-17-ysi

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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-2010-274-11-17-ysi - Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 17, 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-2010-274-11-17-ysi-Hidalgo County–"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** . 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 – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**November 17, 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.

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID NO.: 2010-274-11-17-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: _____

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) 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 to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2011 through December 31, 2011 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. 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).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **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:

- **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.

- **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.

- **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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, November 10, 2010 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, November 12, 2010.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:
The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:
All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 $\pm$ 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:
The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:
The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:

Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF			LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"		LF		LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF			LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"		LF		LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE						
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (B) – INLETS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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 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 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

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:

IIIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

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.:

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.

DRAFT

REQUIREMENTS AGREEMENT
C-2010-274—00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ _____, 2010 by and between _____, a Limited Partnership ("Seller") and Hidalgo County ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence January 01, 2011 through December 31, 2011 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

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

n. **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.

HIDALGO COUNTY

_____

Rene A. Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Company Name

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

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"
BID PAGE

HD SUPPLY WATERWORKS

CATEGORY A – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE					
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	[redacted]	LF	[redacted]	LF	[redacted]	LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE					
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	[redacted]	LF	[redacted]	LF	[redacted]	LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

POLYETHYLENE PIPE – 20 FOOT JOINTS

HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING

DESCRIPTION	PRICE	
4"	0.71	LF
6"	[redacted]	LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS

DESCRIPTION	PRICE	
24"	[redacted]	LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"	[redacted]	LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"	[redacted]			LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE						
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"	2.49	LF	1.95	LF	1.42	LF
6"	4.83	LF	3.85	LF	2.79	LF
8"	8.29	LF		LF	4.81	LF
10"	12.62	LF	9.99	LF	7.26	LF
12"	17.83	LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"	18.30	LF	14.05	LF		LF		LF		LF
16"	25.13	LF	18.30	LF		LF		LF		LF
18"	31.68	LF	23.06	LF		LF		LF		LF
24"	56.14	LF	41.09	LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

CATEGORY B - INLETS

SCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7.00	7 1/2'	8'	8 ½'	9'	9 ½'	1
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY C – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY D – MISC

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	732.33
FIRE HYDRANT W/VALVE	EA	1596.60
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	6.29
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	0.75
1.5 " PVC SCHEDULE 40	EA	0.56
0.75 " PVC SCHEDULE 40	EA	0.29
0.5 " PVC SCHEDULE 40	EA	0.17
8" 90 DEGREE ELL	EA	58.56
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	228.94

COPY

H. D. Supply Waterworks

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)

Bid No: 2010-274-11-17-ysi

1. Request For Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 14 pages.
4. Exhibit "B" Bid Page consisting of 6 pages.
5. Exhibit "C" Insurance Requirements consisting of 3 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 Requirements Agreement consisting of 6 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

November 01, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 01, 2010

HD Supply Waterworks
100 N. 1st Street
McAllen, Tx 78501

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)**
Bid No: 2010-274-11-17-ysi

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

Bid No: 2010-274-11-17	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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-2010-274-11-17-ysi - Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 17, 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-2010-274-11-17-ysi-Hidalgo County–"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** . 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 – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**November 17, 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.

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID NO.: 2010-274-11-17-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: HD Supply Waterworks

Address: 100 N. 1st Street McAllen, Tx 78501

By: [signature]

Printed Name: Joe Garcia

Title: Outside Sales

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items".

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) 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 to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2011 through December 31, 2011 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. 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).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. <u>Market Volatility and Unit Price Adjustments:</u>

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:

- **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.

- **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.

- **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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, November 10, 2010 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, November 12, 2010.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:

The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

OPENED
11-17-2010
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE			CLASS V PRICE	
12"	No Bid	LF	No Bid	LF		No Bid	LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"		LF		LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE			CLASS V PRICE	
12"	No Bid	LF	No Bid	LF		No Bid	LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"		LF		LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

OPENED
10:09
11-17-10
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"	.71	LF
6"	1.71	LF
8"	2.87	LF
10"	4.09	LF
12"	4.40	LF
15"	5.94	LF
18"	8.36	LF
24"	13.09	LF
30"	21.03	LF
36"	25.78	LF
42"	35.90	LF
48"	43.05	LF
54"	72.94	LF
60"	80.90	LF
72"	No Bid	LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"	No Bid	LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

OPENED
10:09
11-17-10
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"	No Bid	LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"	No Bid	No Bid	No Bid	LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"			(OPENED)	LF
60"				LF
66"			10-09	LF
72"				LF
78"			11-07-10	LF
84"			Witnessed	LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"	No Bid		½"	No Bid
1½"	8.63		¾"	No Bid
2"	13.28			
3"	27.20			
4"	No Bid			

AWWA C900 PVC PLASTIC PRESSURE PIPE							
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"	2.49	LF	1.95	LF	1.42	LF
6"	4.83	LF	3.85	LF	2.79	LF
8"	8.29	LF	6.66	LF	4.81	LF
10"	12.62	LF	9.99	LF	7.26	LF
12"	17.83	LF	14.40	LF	10.27	LF

AWWA C905 PVC PLASTIC WATER PIPE												
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"	18.30	LF	14.05	LF	No Bid	LF	No Bid	LF	No Bid	LF	No Bid	LF
16"	25.13	LF	18.30	LF		LF		LF		LF		LF
18"	31.68	LF	23.06	LF		LF		LF		LF		LF
24"	56.14	LF	41.09	LF		LF		LF		LF		LF
30"	No Bid	LF	No Bid	LF		LF		LF		LF		LF
36"	↓	LF	↓	LF	↓	LF	↓	LF	↓	LF	↓	LF
42"		LF		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF		LF

OPENED
10:09
11-17-10
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (B) – INLETS

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TYPE "A" – (SPL-1) INLET	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
TYPE "A-1" MANHOLE	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
TYPE "M" MANHOLE	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓

OPENED 10:00 AM 11-17-11 Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	732.33
FIRE HYDRANT W/VALVE	EA	1596.60
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	6.29
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	.75
1.5 " PVC SCHEDULE 40	EA	.56
0.75 " PVC SCHEDULE 40	EA	.29
0.5 " PVC SCHEDULE 40	EA	.17
8" 90 DEGREE ELL	EA	58.56
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	228.94

OPENED
10:09
4-17-2010
Witnessed

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Joel Garcia, authorized representative for HD Supply Waterworks
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: $ 5,000,000.00 General Liability: $ 5,000,000.00

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

Authorized Representative

11/16/2010
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, Joe Garcia, possess all of the APPLICABLE:

1. Licenses: NA.
2. Bonds: 5% Bid Bond.
3. Certificates: Certificate of Liability Insurance.
4. Permits: NA.
5. Other: NA.

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

11/16/2010.
Date

HD Supply Waterworks.
Company

100 N. 1st Street.
Address

McAllen, Tx 78501.
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

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:

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name: HD Supply Waterworks Telephone No. (956) 631-3341

dba Name:

Legal Name: HD Supply Waterworks LTD.

Mailing Address : 100 N. 1ST Street Fax No. (956) 687-5918

Physical Address:

City, State, Zip McAllen, Tx 78501 Tax I.D. No. 03-0550887

Remit to Address : City, State, Zip

E-Mail Address: joel.garcia@hdsupply.com

Representative(s) Name(s) & Title(s) Joel Garcia Outside Sales

Type of Organization (check one): ____ Individual ____ Partnership ✓ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 0550887 (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:
Joel Garcia Outside Sales

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

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?: Underground Utilities

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.:

Revised12/14/0

Form **W-9**
(Rev. October 2007)
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)
HD Supply Waterworks, Ltd.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☑ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ➤ .....
☐ Other (see instructions) ➤

☑ Exempt payee

Address (number, street, and apt. or suite no.)
100 N. 1st Street

Requester's name and address (optional)

City, state, and ZIP code
Mc Allen, Tx 78502

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
0	3		0	5	5	0	8	8	7

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. citizen or other U.S. person (defined below).

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 ➤ Don Clayton — Date ➤ 1-21-2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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.

DRAFT

REQUIREMENTS AGREEMENT
C-2010-274--00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of Nov 16TH, 2010 by and between Ho Supply, a Limited Partnership ("Seller") and Hidalgo County ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence January 01, 2011 through December 31, 2011 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

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

n. **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.

HIDALGO COUNTY

_____

Rene A. Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Company Name

By: HD Supply Waterworks

Printed Name: Jose Garcia

Approved on Commissioners' Court: _____

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

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: Jon Garcia
Title: Outside Sales
Telephone Number: 956-631-3341
Date: 11/18/2010

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 "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2011

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 MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30305	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
775978-HD-GAWX-10-11 WATER	
INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Illinois National Ins Co — 23817 INSURER B : New Hampshire Ins Company — 23841 INSURER C : National Union Fire Ins Co Pittsburgh PA — 19445 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** ATL-002529125-03 **REVISION NUMBER:** 2

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		
C	GENERAL LIABILITY			4360819	08/30/2010	08/30/2011	EACH OCCURRENCE	$	2,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	250,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$	50,000
							PERSONAL & ADV INJURY	$	2,000,000
							GENERAL AGGREGATE	$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$	
C	AUTOMOBILE LIABILITY			3976506 (AOS)	08/30/2010	08/30/2011	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
B	[X] ANY AUTO			3976507 (MA)	08/30/2010	08/30/2011			
C	[ ] ALL OWNED AUTOS			3976508 (VA)	08/30/2010	08/30/2011	BODILY INJURY (Per person)	$	
	[ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	[ ] HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	[ ] NON-OWNED AUTOS						SELF INSURED AUTO	$	
							PHYSICAL DAMAGE	$	
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	[ ] DEDUCTIBLE							$	
	[ ] RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			026149331 (AOS)	08/30/2010	08/30/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A		026149332 (CA)	08/30/2010	08/30/2011	E.L. EACH ACCIDENT	$	1,000,000
A	(Mandatory in NH)			026149333 (FL)	08/30/2010	08/30/2011	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			026149334 (TX)	08/30/2010	08/30/2011	E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	WORKERS COMPENSATION			026149335 (KY,MA,MO,ND OH,UT,WA,WI,WV,WY)	08/30/2010	08/30/2011			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: PVC FORCE MAIN DRIPE PIPE ONLY FOR FAYSVILLE PUMP HOUSE IN PCT. #4 - BID NO: 2010-338-10-13-OGG

COUNTY OF HIDALGO IS INCLUDED AS AN ADDITIONAL INSURED IF REQUIRED BY WRITTEN CONTRACT ON THE ABOVE GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S BUSINESS HWY 281
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
of Marsh USA Inc.

Donna Clampitt

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The ACORD name and logo are registered marks of ACORD

ADDITIONAL INFORMATION

ATL-002529125-03

DATE (MM/DD/YY)
02/11/2011

PRODUCER

MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30305

775978-HD-GAWX-10-11 WATER

INSURERS AFFORDING COVERAGE	NAIC #
INSURER G:	
INSURER H:	
INSURER I:	
INSURER J:	

INSURED

HD SUPPLY, INC.
CUMBERLAND CENTER II
3100 CUMBERLAND BOULEVARD
ATLANTA, GA 30339

TEXT

HD SUPPLY INSUREDS

HD Supply, Inc. Entity List

HD Supply, Inc.
HDS Holding Corporation
HD Supply Holdings, LLC
HD Supply Holdings, LLC f/k/a Hughes Holdings, LLC
HD Supply Utilities Group, Inc.
HD Supply Utilities Group, Inc. f/k/a Hughes Utilities Group, Inc.
HD Supply Facilities Maintenance Group, Inc.
HD Supply Facilities Maintenance Group, Inc. f/k/a Hughes MRO Group, Inc.
HD Supply Plumbing/HVAC Group, Inc.
HD Supply Plumbing/HVAC Group, Inc. f/k/a Apex Supply Company, Inc.
HD Supply Construction Supply Group, Inc.
HD Supply Construction Supply Group, Inc. f/k/a White Cap Industries, Inc.
HD Supply Waterworks Group, Inc.
HD Supply Waterworks Group, Inc. f/k/a National Waterworks, Inc.
Utility Supply of America, Inc.
Utility Supply of America, Inc. d/b/a USA Bluebook
White Cap Construction Supply, Inc.
White Cap Construction Supply, Inc. d/b/a Greenwald Industrial Products Company, Inc.
White Cap Construction Supply, Inc. d/b/a Southwest Rebar Fabricators & Accessories, Inc.
White Cap Construction Supply, Inc. d/b/a Texas Contractors Supply, LP
Brafasco Holdings II, Inc.
Brafasco Holdings, Inc.
HD Supply Distribution Services, LLC
HD Supply Distribution Services, LLC f/k/a Crown Bolt, LLC
HD Supply Repair & Remodel, LLC
HD Supply Repair & Remodel, LLC f/k/a HD Supply Supply Repair & Remodel, LLC f/k/a Contractors' Warehouse, LLC
Southwest Stainless, L.P.
Southwest Stainless, L.P. f/k/a Southwest Stainless, LP
Southwest Stainless, L.P. d/b/a HD Supply Industrial PVF
HD Supply Electrical, Ltd.
HD Supply Electrical, Ltd. f/k/a Hughes Electric Supply, Ltd.
HD Supply Utilities, Ltd.
HD Supply Utilities, Ltd. f/k/a Hughes Utilities, Ltd.
HD Supply Facilities Maintenance, Ltd.
HD Supply Facilities Maintenance, Ltd. f/k/a Hughes MRO, Ltd.
HD Supply Facilities Maintenance, Ltd. f/k/a Maintenance Warehouse
HD Supply Plumbing/HVAC, Ltd.
HD Supply Plumbing/HVAC, Ltd. f/k/a Hughes Plumbing Supply, Ltd.
HD Supply Construction Supply, Ltd.
HD Supply Construction Supply, Ltd. f/k/a Hughes Building Materials, Ltd.
HD Supply Construction Supply, Ltd. d/b/a White Cap
HD Supply Construction Supply, Ltd. f/k/a Western Fasteners LLC
HD Supply Waterworks, Ltd.
HD Supply Waterworks, Ltd. f/k/a Hughes Water & Sewer, Ltd.
Williams Bros. Lumber Company, LLC
HD Builder Solutions Group, Inc.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S BUSINESS HWY 281
EDINBURG, TX 78539

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Donna Clampitt

ADDITIONAL INFORMATION

ATL-002529125-03

DATE (MM/DD/YY)
02/11/2011

PRODUCER

MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30305

775978-HD-GAWX-10-11 WATER

INSURERS AFFORDING COVERAGE | **NAIC #**

INSURED

HD SUPPLY, INC.
CUMBERLAND CENTER II
3100 CUMBERLAND BOULEVARD
ATLANTA, GA 30339

INSURER G:	
INSURER H:	
INSURER I:	
INSURER J:	

TEXT

HD Supply Fasteners & Tools, Inc.
HD Supply Fasteners & Tools, Inc. f/k/a C & J Fasteners, Inc.
Cox Lumber Co.
Sunbelt Supply Canada, Inc.
Sunbelt Supply Canada, Inc. f/k/a Hughes Canada, Inc.
HD Supply GP & Management, Inc.
HD Supply GP & Management, Inc. f/k/a Hughes GP & Management, Inc.
HD Supply Management, Inc.
HD Supply Management, Inc. f/k/a Hughes Supply Management, Inc.
World-Wide Travel Network, Inc.
HSI IP, Inc.
Madison Corner, LLC
Marden Susco, Inc.
Park-Emp, LLC
ProValue, LLC
HD Supply International Holdings, Inc.
HD Supply International Holdings II, Inc.
HD Supply Belgium, SA
HD Supply India Private Limited
HD Supply India Limited
Pro Canadian Holdings I, ULC
HD Supply Canada, Inc.
HD Supply Support Services, Inc.
HD Supply Support Services, Inc. f/k/a Hughes Supply Shared Services, Inc.
HDS IP Holding, LLC
Intra-Power, LLC
NHDSA, LLC
NHDSA Holdings, LLC
HD Supply Construction Supply, Ltd., d/b/a HD Supply White Cap Construction Supply
Southwest Stainless LP, dba Sunbelt Supply
Solbelt Supply Southwest, S.A. de C.V.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S BUSINESS HWY 281
EDINBURG, TX 78539

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Donna Clampitt

REQUIREMENTS AGREEMENT
C-2010-274c—02-22

THIS AGREEMENT (the "Agreement") is entered into effective as of March 01, 2011, by and between ACT Pipe & Supply Inc., a Limited Partnership ("Seller") and Hidalgo County ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 02, 2011 through February 29, 2012 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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.

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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:	ACT Pipe & Supply, Inc. 6950 W. Sam Houston Pkwy N. Houston, TX 77041

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. **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.

g. **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.

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j. **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

k. **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.

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m. Any contract award to a successful bidder will be in effect until

(a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's written notice prior to cancellation.

n. **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.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

ACT Pipe & Supply, Inc.

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

EXHIBIT "A"
SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)

Bid No: 2010-274-11-17-ysi

1. **Request For Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 14 pages.**
4. **Exhibit "B" Bid Page consisting of 6 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 3 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 Requirements Agreement consisting of 6 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

November 01, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 01, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)**
Bid No: 2010-274-11-17-ysi

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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-2010-274-11-17-ysi - Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 17, 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-2010-274-11-17-ysi-Hidalgo County–"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** . 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 – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**November 17, 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.

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID NO.: 2010-274-11-17-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: _____

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) 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 to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2011 through December 31, 2011 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. 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).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **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:

- **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.

- **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.

- **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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, November 10, 2010 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, November 12, 2010.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING
All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE
Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 $\pm$ 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:

The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:

Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE
This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION
This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES
Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE
Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS
All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION
Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
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POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE							
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE		
4"		LF		LF			LF
6"		LF		LF			LF
8"		LF		LF			LF
10"		LF		LF			LF
12"		LF		LF			LF

AWWA C905 PVC PLASTIC WATER PIPE									
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (B) – INLETS

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers. compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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 LIABILIT.**				WC STATU- ☐ OTHER TORY LIMITS	
					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 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

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:

IIIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

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
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

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.:**

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.

DRAFT

REQUIREMENTS AGREEMENT
C-2010-274—00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ _____, 2010 by and between _____, a Limited Partnership ("Seller") and Hidalgo County ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence January 01, 2011 through December 31, 2011 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

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

n. **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.

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company Name

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

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"

BID PAGE

ACT PIPE AND SUPPLY

CATEGORY A – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	[redacted]	LF	[redacted]	LF	[redacted]	LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	[redacted]	LF	[redacted]	LF	[redacted]	LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"	[redacted]	LF
6"	1.70	LF
8"	2.85	LF
10"	[redacted]	LF
12"	[redacted]	LF
15"	5.89	LF
18"	[redacted]	LF
24"	12.97	LF
30"	[redacted]	LF
36"	25.54	LF
42"	[redacted]	LF
48"	42.65	LF
54"	72.27	LF
60"	[redacted]	LF
72"	[redacted]	LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"	[redacted]	LF
30"	[redacted]	LF
36"	[redacted]	LF
42"	[redacted]	LF
48"	[redacted]	LF
54"	[redacted]	LF
60"	[redacted]	LF
72"	[redacted]	LF
84"	[redacted]	LF
96"	[redacted]	LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"	[redacted]	LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"	[redacted]			LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"	NO BID		½"	
1 ½"	NO BID		¾"	
2"	NO BID			
3"	NO BID			
4"	NO BID			

AWWA C900 PVC PLASTIC PRESSURE PIPE							
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE		
4"		LF		LF		LF	
6"		LF		LF		LF	
8"		LF		LF		LF	
10"		LF		LF		LF	
12"		LF		LF		LF	

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

CATEGORY B - INLETS

ESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7.00	7 1/2'	8'	8 ½'	9'	9 ½'	1(
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY C – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY D – MISC

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

COPY
ACT PIPE & SUPPLY

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)

Bid No: 2010-274-11-17-ysi

1. Request For Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 14 pages.
4. Exhibit "B" Bid Page consisting of 6 pages.
5. Exhibit "C" Insurance Requirements consisting of 3 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 Requirements Agreement consisting of 6 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

November 01, 2010
Date

PURCHASING DEPARTMENT
County Of Hidalgo

November 01, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)**
Bid No: 2010-274-11-17-ysi

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

Bid No: 2010-274-11-17	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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-2010-274-11-17-ysi - Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 17, 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-2010-274-11-17-ysi-Hidalgo County–"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** . 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 – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**November 17, 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.

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID NO.: 2010-274-11-17-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: ACT Pipe & Supply

Address: 1004 N. Shary Rd Mission, Tx 78572

By: [signature]

Printed Name: Jorge Zavala

Title: Manager

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) 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 to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2011 through December 31, 2011 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. 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).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **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:

- **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.

- **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.

- **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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, November 10, 2010 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, November 12, 2010.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:
The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:
All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:
The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:
The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF			LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"		LF		LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

NO BID

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF			LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"		LF		LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

NO BID

OPENED
10:07
11-17-10
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"	$ .72	LF
6"	$ 1.70	LF
8"	$ 2.85	LF
10"	$ 4.05	LF
12"	$ 4.36	LF
15"	$ 5.89	LF
18"	$ 8.29	LF
24"	$ 12.97	LF
30"	$ 20.84	LF
36"	$ 25.54	LF
42"	$ 35.56	LF
48"	$ 42.65	LF
54"	$ 72.27	LF
60"	$ 76.06	LF
72"	N/A	LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

NO BID

OPENED
10:07
11-17-10
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

NO BID

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

NO BID

OPENED
10:07
11-17-2010
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"	NO BID		½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE							
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE		
4"		LF	NO BID	LF		LF	
6"		LF		LF		LF	
8"		LF		LF		LF	
10"		LF		LF		LF	
12"		LF		LF		LF	

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF	BID	LF		LF		LF
30"		LF	NO	LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

OPENED
10:07
11-17-10
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (B) – INLETS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET						NO	BID										
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE					NO	BID									
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

OPENED 10:07 11-17-10 Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

NO BID

OPENED
10:07
11-17-10
Witnessed

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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 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					

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, Jorge Zavala, authorized representative for ACT Pipe & Supply,
Company/Vendor

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

X 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.

_____ 11/16/10
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, ACT Pipe & Supply, 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

11/16/10
Date

ACT Pipe & Supply
Company

1004 N. Shary Rd
Address

Mission, TX 78572
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.**

N/A

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

11/16/10

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 email: purchasing@co.hidalgo.tx.us

Company Name: ACT Pipe & Supply Telephone No. (956) 583 - 1558

dba Name:

Legal Name:

Mailing Address : 1004 N. Shary Rd Fax No. (956) 580. 4987

Physical Address:

City, State, Zip Mission, Tx 78572 Tax I.D. No. 1-02-0633060-6

Remit to Address : City, State, Zip

E-Mail Address: jzavala@actpipeandsupply.com

Representative(s) Name(s) & Title(s) Jorge Zavala Manager

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:

Jorge Zavala / Manager

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
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

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?: Underground Utility Products

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.:

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)
ACT Pipe & Supply, Inc.

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.)
6950 W. Sam Houston Pkwy N.

City, state, and ZIP code
Houston, TX 77041

List account number(s) here (optional)

Requester's name and address (optional)
Hidalgo County Purchasing Dept.
2825 S. Business Hwy 281
Edinburg, TX 78539

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 | 0 8 1 7 2 9 1 6 2

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 ► Megan Atchley — Date ► 11/16/2010.

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.

EXHIBIT "C"
INSURANCE
REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFI ATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDE BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSUR R(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 n confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Carroll Insurance Agency, Ltd. 14906 FM 529 Houston TX 77095	CONTACT NAME: Carroll Insurance Agency, LTD PHONE (A/C, No, Ext): (281) 656-3000 FAX (A/C, No): (281) 656-3001 E-MAIL ADDRESS: service@carrollins.com PRODUCER CUSTOMER ID #: 00006409
INSURED ACT Pipe & Supply Inc 6950 W Sam Houston Pkwy N Houston TX 77041-4023	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Commercial Insur nce INSURER B: Charter Oak Fire Ins. Co. — 25615 INSURER C: Travelers Indemnity — 25658 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: '10-11 All Lines REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FO THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RE ECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJEC 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
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			6304246R291	10/1/2010	10/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one perso PERSONAL & ADV INJU GENERAL AGGREGATE PRODUCTS - COMP/OP	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Coll Ded $1,000			BA4246R310 Specified Perils Ded $50.00	10/1/2010	10/1/2011	COMBINED SINGLE LIMI (Ea accident) BODILY INJURY (Per per BODILY INJURY (Per acc PROPERTY DAMAGE (Per accident)	$ 1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			CUP4246R309	10/1/2010	10/1/2011	EACH OCCURRENCE AGGREGATE	$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB4246R28A	10/1/2010	10/1/2011	X WC STATU-TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMP E.L. DISEASE - POLICY	$ 1,000,000 $ 1,000,000 $ 1,000,000

DEC 01 2010 2:5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cancellation: 30 Days Except 10 Days for Non-Payment

CERTIFICATE HOLDER

(956) 318-2629

Hidaldo County Purchasing Department
Attn: Yvette Islas
2812 S. Business Highway 281
New Administration Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES E CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE W BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Carroll, CIC, CRM/D

ACORD 25 (2009/08) INS025 (2009/08)
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REQUIREMENTS AGREEMENT
C-2010-274e—02-22

THIS AGREEMENT (the "Agreement") is entered into effective as of March 01, 2011, by and between Contech Construction Products, Inc., a Limited Partnership ("Seller") and Hidalgo County ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 02, 2011 through February 29, 2012 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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:	Contech Construction Products Inc. 2201 W Royal Lane, Suite 170 Irving, TX 75035

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

m. Any contract award to a successful bidder will be in effect until

(a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's written notice prior to cancellation.

n. **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.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Contech Construction Products, Inc.

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

EXHIBIT "A"
SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)

Bid No: 2010-274-11-17-ysi

1. **Request For Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 14 pages.**
4. **Exhibit "B" Bid Page consisting of 6 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 3 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 Requirements Agreement consisting of 6 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

November 01, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 01, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)**
Bid No: 2010-274-11-17-ysi

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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-2010-274-11-17-ysi - Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 17, 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-2010-274-11-17-ysi-Hidalgo County–"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** . 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 – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**November 17, 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.

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID NO.: 2010-274-11-17-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: _____

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) 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 to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2011 through December 31, 2011 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. 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).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **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:

- **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.

- **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.

- **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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, November 10, 2010 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, November 12, 2010.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING
All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE
Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 $\pm$ 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:

The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF		LF	
15"		LF		LF		LF	
18"		LF		LF		LF	
24"		LF		LF		LF	
30"		LF		LF		LF	
36"		LF		LF		LF	
42"		LF		LF		LF	
48"		LF		LF		LF	
54"		LF		LF		LF	
60"		LF		LF		LF	
72"		LF		LF		LF	

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF		LF	
15"		LF		LF		LF	
18"		LF		LF		LF	
24"		LF		LF		LF	
30"		LF		LF		LF	
36"		LF		LF		LF	
42"		LF		LF		LF	
48"		LF		LF		LF	
54"		LF		LF		LF	
60"		LF		LF		LF	
72"		LF		LF		LF	

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE						
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE									
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (B) – INLETS

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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 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 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

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:

IIIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

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.:**

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.

DRAFT

REQUIREMENTS AGREEMENT
C-2010-274—00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ _____, 2010 by and between _____, a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [**PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items**], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence January 01, 2011 through December 31, 2011 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

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

n. **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.

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company Name

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

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"

BID PAGE

CONTECH CONSTRUCTION PRODUCTS

CATEGORY A – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	[redacted]	LF	[redacted]	LF	[redacted]	LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	[redacted]	LF	[redacted]	LF	[redacted]	LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"	[redacted]	LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"	[redacted]	LF
30"		LF
36"		LF
42"		LF
48"		LF
54"	83.18	LF
60"	[redacted]	LF
72"	158.38	LF
84"	174.39	LF
96"	188.11	LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"	4.54	LF
15"	6.99	LF
18"	9.93	LF
24"	19.94	LF
30"	26.10	LF
36"	41.48	LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"	12.00			LF
24"	15.64			LF
30"	21.00			LF
36"	29.00			LF
42"	37.00			LF
48"	47.00			LF
54"	55.00	67.48		LF
60"	72.00	83.11		LF
66"	114.00	89.41		LF
72"	110.00	95.71	154.00	LF
78"	132.00	102.00	167.00	LF
84"	142.00	121.00	180.00	LF
90"	159.00	130.00	193.00	LF
96"	172.00	139.00	206.00	LF
102"		147.00	248.00	LF
108"		158.00	264.00	LF
114"		167.00	279.00	LF
120"		231.00	336.00	LF
126"		242.00	352.00	LF
132"		253.00	370.00	LF
138"		261.00	386.00	LF
144"		394.00	440.00	LF

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE						
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

CATEGORY B - INLETS

SCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7.00	7 1/2'	8'	8 ½'	9'	9 ½'	1(
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY C – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY D – MISC

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

COPY
Contech Construction Products

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)

Bid No: 2010-274-11-17-ysi

1. **Request For Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 14 pages.**
4. **Exhibit "B" Bid Page consisting of 6 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 3 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 Requirements Agreement consisting of 6 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

November 01, 2010
Date

PURCHASING DEPARTMENT
County Of Hidalgo

November 01, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)**
Bid No: 2010-274-11-17-ysi

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

Bid No: 2010-274-11-17	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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-2010-274-11-17-ysi - Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 17, 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-2010-274-11-17-ysi-Hidalgo County–"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** . 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 – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**November 17, 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.

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID NO.: 2010-274-11-17-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: Contech Construction Products Inc

Address: 2201 West Royal Lane, Suite 170, Irving, TX 75063

By: Kevin Bain

Printed Name: Kevin Bain

Title: Sales Engineer

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) 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 to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2011 through December 31, 2011 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. 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).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **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:

- **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.

- **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.

- **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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, November 10, 2010 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, November 12, 2010.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING
All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE
Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 $\pm$ 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:

The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF			LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"		LF		LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF			LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"		LF		LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

OPENED
10:15
11-17-2010
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"	$ .85	LF
6"	$ 1.98	LF
8"	$ 3.13	LF
10"	No Bid	LF
12"	$ 4.63	LF
15"	$ 6.24	LF
18"	$ 8.78	LF
24"	$ 13.74	LF
30"	$ 22.09	LF
36"	$ 27.07	LF
42"	$ 37.69	LF
48"	$ 45.21	LF
54"	$ 76.60	LF
60"	$ 80.62	LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"	$ 25.37	LF
30"	$ 30.73	LF
36"	$ 46.93	LF
42"	$ 54.20	LF
48"	$ 58.55	LF
54"	$ 83.18	LF
60"	$ 90.96	LF
72"	$ 158.38	LF
84"	$ 174.39	LF
96"	$ 188.11	LF

OPENED
10:12
11-17-2010
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"	$ 4.54	LF
15"	$ 6.99	LF
18"	$ 9.93	LF
24"	$ 19.94	LF
30"	$ 26.10	LF
36"	$ 41.48	LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"	No Bid	No BID	No BID	LF
18"	$ 12			LF
24"	$ 15.64			LF
30"	$ 21			LF
36"	$ 29			LF
42"	$ 37			LF
48"	$ 47			LF
54"	$ 55	$ 67.48		LF
60"	$ 72	$ 83.11		LF
66"	$ 114	$ 89.41		LF
72"	$ 110	$ 95.71	$ 154	LF
78"	$ 132	$ 102	$ 167	LF
84"	$ 142	$ 121	$ 180	LF
90"	$ 159	$ 130	$ 193	LF
96"	$ 172	$ 139	$ 206	LF
102"		$ 147	$ 248	LF
108"		$ 158	$ 264	LF
114"		$ 167	$ 279	LF
120"	No Bid	$ 231	$ 336	LF
126"		$ 242	$ 352	LF
132"		$ 253	$ 370	LF
138"		$ 261	$ 396	LF
144"		$ 394	$ 440	LF

OPENED
10:12
11-17-2010
WITNESSED

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"		NO BID		
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE							
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE		
4"		LF		LF			LF
6"		LF		LF			LF
8"		LF	NO BID	LF			LF
10"		LF		LF			LF
12"		LF		LF			LF

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF	NO	LF	BID	LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

OPENED
11-17-2010
10:12
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (B) – INLETS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

NO BID

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE													
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

NO BID

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	NO BID
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

OPENED
10:12
11-17-2010
Witnessed

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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 $ 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) $
C	GARAGE LIABILITY ☐ ANY AUTO EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				AUTO ONLY-EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $ EACH OCCURENCE $ AGGREGATE $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY OTHER				WC STATU TORY LIMITS ☐ 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, Kevin Bain, authorized representative for Contech-CPI,
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

11/16/10
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, Kevin Baca, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: N/A.
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

11/16/10.
Date

Contech Construction Products, Inc
Company

2201 west Royal Lane, Suite 170
Address

Irving, Tx 75063.
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.**

Kevin Bain

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

11/17/10

Date

Adopted 06/29/2007

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servic (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendo Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be consider as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and val 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: N/A 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:

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name: Contech Construction Products Inc **Telephone No.** (972) 590-2000

dba Name:

Legal Name:

Mailing Address : 2201 West Royal Ln. Suite 170 **Fax No.** (972) 590-2039

Physical Address: 2201 West Royal Lane, Suite 170, Irving, TX 75035

City, State, Zip Irving, TX 75035 **Tax I.D. No.** 31-1177165

Remit to Address : 16445 Collections Center Dr. **City, State, Zip** Chicago IL 60693

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: OHIO **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:

Jeff Smallwood, Sales Manager or Andy Sabados, Regional V.P.

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
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

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?: Piping

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.:**

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) Contech Construction Products Inc

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.) 9025 Centre Pointe Drive, Suite 400

Requester's name and address (optional)

City, state, and ZIP code West Chester, OH 45069-9700

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
3	1	+	1	1	7	7	1	6	5

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 ► 11/16/10

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.

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.

DRAFT

REQUIREMENTS AGREEMENT
C-2010-274—00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ _____, 2010 by and between _____, a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **[PIPES–Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items]**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence January 01, 2011 through December 31, 2011 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

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

n. **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.

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company Name

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

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: Kevin Barin
Title: Sales Engineer
Telephone Number: (972) 590-2000
Date: 11/17/10

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

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2010

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: Beecher Carlson Insurance Services 2002 Summit Boulevard, Suite 900 Atlanta, GA 30319 www.beechercarlson.com	CONTACT NAME: PHONE (A/C, No, Ext): 678-539-4800 FAX (A/C, No): 678-539-4890 E-MAIL ADDRESS:
INSURED: Contech Construction Products, Inc. Ste 400 9025 Centre Pointe Drive West Chester OH 45069	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Zurich American Ins. Co. — 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 8902653 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	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			GLO8978387-15	7/1/2010	7/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 250,000 $ 5,000 $ 500,000 $ 500,000 $ 500,000
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP8978383-15	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC8978381-15-AOS WC8978381-16-MA,WI,ID,PR	7/1/2010 7/1/2010	7/1/2011 7/1/2011	✓ 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

DEC 06 2010

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name: Hidalgo County, Bid No: 2010-274-11-17-ysi
Hidalgo County will be named as an additionally insured.

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S. Business Hwy 281 Edinburg TX 78539	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 (ATL) Robert W. Hessel

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 14, 2011

Roger Gonzales
Hanson Pipe & Precast
1300 N. Rabb Rd.
La Feria, Texas 78559

Via Facsimile: (956) 797-3130
Via-Email: roger.gonzales@lehighhanson.com

Re: Extension/Renewal - BID # 2010-274-11-17-ysi "PIPES"-Hidalgo County

Dear Vendor:

Please let this serve as a request to extend the bid prices you submitted for above referenced project for an additional 30 days or upon award of contract(s) whichever comes first. The awarding has taken longer than anticipated

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by Thursday, February 17, 2011 via facsimile to 956-292-7612 attn: Yvette Islas, Buyer III or by email: yvette.islas@co.hidalgo.tx.us .

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4874. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____ Date: FEB Thursday 16, 2011

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 14, 2011

Kevin Bain
Contech Construction Products, Inc.
404 E. Ramsey, Suite 109
San Antonio, Tx 78216

Via Facsimile: (210) 737-0026
Via-Email; baink@contech-cpi.com

Re: Extension/Renewal - BID # 2010-274-11-17-ysi "PIPES"-Hidalgo County

Dear Vendor:

Please let this serve as a request to extend the bid prices you submitted for above referenced project for an additional 30 days or upon award of contract(s) whichever comes first. The awarding has taken longer than anticipated

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by Thursday, February 17, 2011 via facsimile to 956-292-7612 attn: Yvette Islas, Buyer III or by email: yvette.islas@co.hidalgo.tx.us.

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4874. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____ Date: 2/17/11

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 14, 2011

Felipe Garcia
Aguaworks Pipe & Supply, LLC
2907 N Central Ave
Brownsville, TX 78526

Via email: felipe.garcia@aguaworkspipe.com

Re: Extension/Renewal - BID # 2010-274-11-17-ysl "PIPES"-Hidalgo County

Dear Vendor:

Please let this serve as a request to extend the bid prices you submitted for above referenced project for an additional 30 days or upon award of contract(s) whichever comes first. The awarding has taken longer than anticipated

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by Thursday, February 17, 2011 via facsimile to 956-292-7612 attn: Yvette Islas, Buyer III or by email: yvette.islas@co.hidalgo.tx.us .

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4874. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: Thomas H. Barnett, Jr. Date: 2/16/11

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 14, 2011

Mike Buttles
Morrison Supply Co.
1002 W. Jackson Rd
Harlingen, TX 78550

Via email: mbuttles@yahoo.com

Re: Extension/Renewal - BID # 2010-274-11-17-ysi "PIPES"-Hidalgo County

Dear Vendor:

Please let this serve as a request to extend the bid prices you submitted for above referenced project for an additional 30 days or upon award of contract(s) whichever comes first. The awarding has taken longer than anticipated

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by Thursday, February 17, 2011 via facsimile to 956-292-7612 attn: Yvette Islas, Buyer III or by email: yvette.islas@co.hidalgo.tx.us :

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4874. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____ Date: 2-16-2011

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 14, 2011

Joel Garcia
HD Supply Waterworks
100 N. 1st Street
McAllen, TX 78501

Via-Email: Joel.garcia@hdsupply.com

Re: Extension/Renewal - BID # 2010-274-11-17-ysi "PIPES"-Hidalgo County

Dear Vendor:

Please let this serve as a request to extend the bid prices you submitted for above referenced project for an additional 30 days or upon award of contract(s) whichever comes first. The awarding has taken longer than anticipated

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by Thursday, February 17, 2011 via facsimile to 956-292-7612 attn: Yvette Islas, Buyer III or by email: yvette.islas@co.hidalgo.tx.us .

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4874. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____ Date: 2/14/2011

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 14, 2011

Jorge Zavala, Branch Manager
ACT Pipe & Supply
913 N. Bus. 83
Pharr, Texas 78577

Via Facsimile: (956) 702-3900
Via-Email: jzavala@actpipeandsupply.com

Re: Extension/Renewal - BID # 2010-274-11-17-ysi "PIPES"-Hidalgo County

Dear Vendor:

Please let this serve as a request to extend the bid prices you submitted for above referenced project for an additional 30 days or upon award of contract(s) whichever comes first. The awarding has taken longer than anticipated

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by Thursday, February 17, 2011 via facsimile to 956-292-7612 attn: Yvette Islas, Buyer III or by email: yvette.islas@co.hidalgo.tx.us .

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4874. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____ Date: 2/16/11

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 14, 2011

Luis Martinez
Alamo Concrete Products
2301 Industrial Crossway
Harlingen, Tx 78553

Via Facsimile: (956) 425-3336
Via-Email: lmartinez@alamoconcrete.com

Re: Extension/Renewal - BID # 2010-274-11-17-ysi "PIPES"-Hidalgo County

Dear Vendor:

Please let this serve as a request to extend the bid prices you submitted for above referenced project for an additional 30 days or upon award of contract(s) whichever comes first. The awarding has taken longer than anticipated

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by Thursday, February 17, 2011 via facsimile to 956-292-7612 attn: Yvette Islas, Buyer III or by email: yvette.islas@co.hidalgo.tx.us.

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4874. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: Luis Martinez Date: 2/15/11

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-2010-274f—02-22

THIS AGREEMENT (the "Agreement") is entered into effective as of March 01, 2011, by and between Morrison Supply Company, LLC, a Limited Liability Company ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [**PIPES–Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items**], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 02, 2011 through February 29, 2012 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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:	Morrison Supply Co., LLC 1002 W. Jackson Harlingen, TX 78530

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

m. Any contract award to a successful bidder will be in effect until

(a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's written notice prior to cancellation.

n. **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.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Morrison Supply Co., LLC

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

EXHIBIT "A"
SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)

Bid No: 2010-274-11-17-ysi

1. **Request For Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 14 pages.**
4. **Exhibit "B" Bid Page consisting of 6 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 3 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 Requirements Agreement consisting of 6 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

November 01, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 01, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)**
Bid No: 2010-274-11-17-ysi

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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-2010-274-11-17-ysi - Hidalgo County – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 17, 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-2010-274-11-17-ysi-Hidalgo County–"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** . 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 – "PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"** 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:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**November 17, 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.

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID NO.: 2010-274-11-17-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: _____

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) 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 to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2011 through December 31, 2011 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. 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).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **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:

- **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.

- **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.

- **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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, November 10, 2010 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, November 12, 2010.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 $\pm$ 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:

The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:

Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF			LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"		LF		LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF			LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"		LF		LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C900 PVC PLASTIC PRESSURE PIPE						
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (B) – INLETS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½"	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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	$
					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 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

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:

IIIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

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.:**

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.

DRAFT

REQUIREMENTS AGREEMENT
C-2010-274—00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ _____, 2010 by and between _____, a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **[PIPES–Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items]**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence January 01, 2011 through December 31, 2011 with the County's option to extend the contract for an additional 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications 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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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).

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

n. **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.

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company Name

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

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

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"

BID PAGE

MORRISON SUPPLY CO

CATEGORY A – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	[redacted]	LF	[redacted]	LF	[redacted]	LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	[redacted]	LF	[redacted]	LF	[redacted]	LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"	[redacted]	LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"	[redacted]	LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"	[redacted]	LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"	[redacted]			LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"	0.30		½"	
1 ½"	0.72		¾"	
2"	0.90			
3"	1.90			
4"	2.50			

AWWA C900 PVC PLASTIC PRESSURE PIPE						
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE									
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

CATEGORY B - INLETS

ESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7.00	7 1/2'	8'	8 ½'	9'	9 ½'	10
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY C – MANHOLES

ESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY D – MISC

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

COPY

Bid No: 2010-274-11-17	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

MORRISON SUPPL

REQUEST FOR BIDS

HIDALGO COUNTY

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

November 17, 2010

Contact Person:

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

EXHIBIT "B" – BID PAGE

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF			LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"	No	LF	Bid	LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"		LF		LF			LF
15"		LF		LF			LF
18"		LF		LF			LF
24"		LF		LF			LF
30"	No	LF	Bid	LF			LF
36"		LF		LF			LF
42"		LF		LF			LF
48"		LF		LF			LF
54"		LF		LF			LF
60"		LF		LF			LF
72"		LF		LF			LF

OPENED
10:14
11-17-2010
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

POLYETHYLENE PIPE – 20 FOOT JOINTS HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"	.72	LF
6"	1.72	LF
8"	2.89	LF
10"	4.11	LF
12"	4.42	LF
15"	5.95	LF
18"	8.37	LF
24"	13.10	LF
30"	21.05	LF
36"	25.80	LF
42"	36.11	LF
48"	43.09	LF
54"	73.39 MB	LF
60"	76.85	LF
72"		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"	No Bid	LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

OPENED
10:14
11-17-2010
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"	NO Bid	LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"	NO Bid			LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"			OPENED	LF
108"				LF
114"			10:14	LF
120"				LF
126"			11-17-2010	LF
132"			Witnessed	LF
138"				LF
144"				LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER	PRICE
½"	.30		½"	
1 ½"	.72		¾"	
2"	.90			
3"	1.90			
4"	2.50			

AWWA C900 PVC PLASTIC PRESSURE PIPE							
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE		
4"	3.02	LF	2.35	LF	1.73	LF	
6"	5.86	LF	4.67	LF	3.40	LF	
8"	10.08	LF	8.09	LF	5.85	LF	
10"	15.31	LF	12.13	LF	8.82	LF	
12"	20.46	LF	17.41	LF	12.48	LF	

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

NO BID

OPENED
10:14
11-17-2010
Witnessed

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (B) – INLETS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET				NO				Bid									
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE													
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE			NO		Bid										
TYPE "M" MANHOLE															

Withdrawn
OPENED
10:14
11-17-10

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2010-274-11-17-ysi

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	760.00
FIRE HYDRANT W/VALVE	EA	1940.00
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	8.09
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	.90
1.5 " PVC SCHEDULE 40	EA	.72
0.75 " PVC SCHEDULE 40	EA	.46
0.5 " PVC SCHEDULE 40	EA	.30
8" 90 DEGREE ELL	EA	96.12
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	232.00

OPENED
10:14
11-17-2010
Witnessed

Insurance Requirement Acknowledgment

I, Mike Buttler, authorized representative for Morrison Supply Co.
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.

M. Buttler
Authorized Representative

11-16-10
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.

[signature]
Authorized Signature

11-16-10
Date

Morrison Supply Co.
Company

1002 W. Jackson
Address

Harlingen, Tx. 78550
City, State, Zip

NA

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

N/A

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:

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name: Morrison Supply Co **Telephone No.** (956) 421-4333

dba Name:

Legal Name:

Mailing Address : 1002 W. Jackson Rd **Fax No.** (956) 421-2639

Physical Address: 1002 W. Jackson Rd

City, State, Zip Harlingen, Tx. 78550 **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address: MBUTTLES@YAHOO.COM

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: Texas **Date:** 1958 **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:
Mike Buttles

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
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

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?: Water, Waste Water & Storm water Pipe and Fittings

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.:**

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: Mike Buttles
Print Name: Mike Buttles
Title: Sales
Telephone Number: 956-245-2559
Date: 11-16-10

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

EXHIBIT "C"
INSURANCE
REQUIREMENTS

Client#: 44231 MORRISUP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2010

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	CONTACT NAME: USI Southwest	
USI Southwest Ft Worth/CL 1445 Ross Avenue, Suite 4200 Dallas, TX 75202 214 443-3100	PHONE (A/C, No, Ext): 214 443-3100	FAX (A/C, No): 214-443-3900
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Morrison Supply Company, LLC MSC Holdings, Inc. P. O. Box 70 Fort Worth, TX 76101	INSURER A: Zurich American Insurance Compa	16535
	INSURER B: St Paul Fire and Marine Insuran	24767
	INSURER C: Hartford Underwriters Insurance	30104
	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	
A	GENERAL LIABILITY			CPO280178709	09/30/2010	09/30/2011	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)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			BAP280177309	09/30/2010	09/30/2011	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS							$
	[X] NON-OWNED AUTOS							$
	[X] Drive Other Car							
B	[ ] UMBRELLA LIAB [X] OCCUR			QK09102181	09/30/2010	09/30/2011	EACH OCCURRENCE	$25,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$25,000,000
	[ ] DEDUCTIBLE							$
	[X] RETENTION $ 10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			46WEJO9165	09/30/2010	09/30/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 South Hwy 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

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

Steven C. Barnett

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MSJHF

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: NOVEMBER 17, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes & Additional Miscellaneous Items)

BID NO: 2010-274-11-17-YSI	**BUYER: YVETTE S. ISLAS**

BID # RFB#	NAME OF COMPANY	ACKNOWLEGMENT OF RECEIPT
#1	Hanson Pipe & Precast La Feria, TX	✓
#2	Contech Construction Products San Antoni, TX	✓
#3	Agua works Pipe & Supply, LLC Brownsville, TX	✓
#4	Morrison Supply Co. Harlingen, TX	✓
#5	HD Supply Waterworks McAllen, TX	✓
#6	Alamo Concrete Products Harlingen, TX	✓
#7	ACT Pipe & Supply Pharr, TX	✓
#8	Ferguson Mission, TX	✓

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

RFP-RFQ-RFB

RFP ACCEPTANCE DATE: **November 17, 2010** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY-"PIPES"**
RFP NO: **2010-274-11-17-YSI**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
CONTECH CONSTRUCTION **CESAR TIJERINA** ctijerina@contech-cpi.com 210-737-1129	e-mail & US mail	Yvette Islas	11-03-10	404 E. RAMSEY SUITE 109 SAN ANTONIO, TX 78216
ALAMO CONCRETE **LUIS MARTINEZ** lmartinez@alamoconcrete.com 956-423-6380	e-mail & US mail	Yvette Islas	11-03-10	PO BOX 531808 HARLINGEN, TX 78553-1801
HUGHES SUPPLY **11-09-10 mailed packet returned to sender, as per male on phone (512-835-2822) at HD Supply in Round Rock TX, Hughes Supply was bought out by HD Supply Waterworks, McAllen office has packet.**	US mail	Yvette Islas	11-03-10	5106 COMMERCE PARK DR. AUSTIN, TX 78724
ADVANCE DRAINAGE SYSTEMS **ARMANDO BLANCO** armando.blanco@ads-pipe.com 956-592-3215 1-800-733-7473 Corporate	e-mail & US mail	Yvette Islas	11-03-10	3137 OBSIDIAN DRIVE BROWNSVILLE, TX 78526
RIO VALLEY PIPE **RUFINO GARZA** rufino@riovallepipe.com **956-584-5770**	e-mail & US mail	Yvette Islas	11-03-10	7301 W. EXPRESSWAY 83 MISSION, TX 78572
HD WATERWORKS **JOEL GARCIA** joel.garcia@hdsupply.com **956-631-3341**	e-mail & US mail	Yvette Islas	11-03-10	PO BOX 2227 MCALLEN, TX 78502

FERGUSON WATER WORKS **CARLOS ZUNIGA** **carlos.zuniga@ferguson.com** **juan.ortega@ferguson.com** **miro.contreras@ferguson.com** **956-584-8199**	e-mail & US mail	Yvette Islas	11-03-10	PO BOX 4080 MCALLEN, TX 78502
ACT PIPE & SUPPLY **JORGE ZAVALA** **jzavala@actpipeandsupply.com** **956-583-1558**	e-mail & US mail	Yvette Islas	11-03-10	1004 N. SHARY RD MISSION, TX 78572
HANSON PIPE & PRECAST **ROGER GONZALEZ** **pam.thielemann@hanson.com** **raul.lopez@hanson.com** **956-797-3227**	e-mail & US mail	Yvette Islas	11-03-10	PO BOX 1905 LA FERIA, TX 78559
ISCO INDUSTRIES, LLC **STEVE GARBER** **stevegarber@isco-pipe.com** **972-841-3133** **502-238-8166 FAX**	e-mail US mail	Y. Velasquez (e-mail) Yvette Islas (US Mail)	11-03-10 11-05-10	117 SILVER ROSE BLVD BURLESON, TX 76028
HD SUPPLY WATERWORKS **JOEL GARCIA**	e-mail & US mail	O. Garza (e-mail) Yvette Islas (US Mail)	11-04-10 11-05-10	P O BOX 2227 MCALLEN, TX 78502
GARCO INDUSTRIES **JERRY GARZA** **paoladeleon@garcoindustries.com** **956-783-1695** **956-781-3990 FAX**	US mail	Yvette Islas	11-05-10	5842 S CAGE BLVD PHARR, TX 78577-9001
AGUAWORKS PIPE & SUPPLY **FELIPE GARCIA** **felipegarcia@aguaworkspipe.com**	US mail	Yvette Islas	11-05-10	2907 N CENTRAL AVE BROWNSVILLE, TX 78526
VARI-TECH **BRENT ROGGE** **brogge@varitech.com** 381-456-0044	US Mail	Yvette Islas	11-05-10	18574 VAN ROAD, SUITE 1A HOUSTON, TX 77049

VIRTUAL BUILDERS EXCHANGE **EDITH CARMONA** **edith@virtualbx.com** **210-564-6900** **210-564-6902 fax**	e-mail	Yvette Islas	11-10-10	4047 NACO-PERRIN, STE 100 SAN ANTONIO, TX 78217

AI-25299 **23.A.8.**

"Pre-Cast Safety End Treatment"

CC REGULAR

Date:	02/22/2011
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending bid award and approval of contract to vendor submitting the lowest responsible bid meeting all specifications for: "Pre-Cast Safety End Treatment" (Bid No.: 2011-035-02-09-MEG).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Purchases/ Services are on an as needed basis. See exp report for funding sources and availibility of funds.

Attachments

Link: Tabulation Sheet

Link: CONTRACT

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/15/2011 04:57 PM	APRV
2	Budget & Management	Erika Zamora	02/16/2011 08:02 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/16/2011 11:15 AM	APRV
4	Evangelina Garcia	Vangie Garcia	02/16/2011 11:23 AM	APRV
5	Rosalinda Cantu	Rosie Cantu	02/18/2011 11:27 AM	APRV
6	Auditor's Office		02/18/2011 04:25 PM	NEW

Form Started By: Elena Gomez Started On: 02/11/2011 09:52 AM

Final Approval Date: 02/18/2011

HIDALGO COUNTY
TABULATION SHEET
"PRE-CAST SAFETY END TREATMENT"
RFB NO.: 2011-035-02-09-MEG

TYPE II RIPRAP-PSET-RR

COMPANY'S NAME		L & R Per-Cast Concrete		Rio Valley Pipe, LLC	
		UNIT PRICES		UNIT PRICES	
SIZE	SLOPE	RIPRAP PSET-RR	PIPE RUNNER	RIPRAP PSET-RR	PIPE RUNNER
18"	6-1	730.00	680.00	750.00	700.00
18"	4-1	680.00	680.00	700.00	700.00
24"	6-1	980.00	955.00	1000.00`	975.00
24"	4-1	955.00	930.00	975.00	950.00
30"	6-1	1680.00	1580.00	1700.00	1600.00
30"	4-1	1630.00	1480.00	1650.00	1500.00
Additional Fees: (If Any)		NONE		NONE	

TYPE II CROSS DRAINAGE PSET-SC & PSET-RC

COMPANY'S NAME		L & R Per-Cast Concrete			Rio Valley Pipe, LLC		
		UNIT PRICES			UNIT PRICES		
SIZE	SLOPE	PSET-SC	PSET-RC	PIPE RUNNERS	PSET-SC	PSET-RC	PIPE RUNNERS
18"	6-1	730.00	730.00	680.00	750.00	750.00	700.00
18"	4-1	680.00	680.00	680.00	700.00	700.00	700.00
24"	6-1	980.00	980.00	955.00	1000.00	1000.00	975.00
24"	4-1	955.00	955.00	930.00	975.00	975.00	950.00
30"	6-1	1680.00	1680.00	1580.00	1700.00	1700.00	1600.00
30"	4-1	1630.00	1630.00	1480.00	1650.00	1650.00	1500.00
Additional Fees: (If Any)		NONE			NONE		

TYPE II PARALLEL DRAINAGE -PSET-RP

COMPANY'S NAME		L & R Per-Cast Concrete		Rio Valley Pipe, LLC	
		UNIT PRICES		UNIT PRICES	
SIZE	SLOPE	PSET-RP	PIPE RUNNER	PSET-RP	PIPE RUNNER
18"	6-1	730.00	680.00	750.00	700.00
18"	4-1	680.00	680.00	700.00	700.00
24"	6-1	980.00	955.00	1000.00	975.00
24"	4-1	955.00	930.00	975.00	950.00
30"	6-1	1680.00	1580.00	1700.00	1600.00
30"	4-1	1630.00	1480.00	1650.00	1500.00
Additional Fees: (If Any)		NONE		NONE	

REQUIREMENTS AGREEMENT
C-11-035-02-22

THIS AGREEMENT (the "Agreement") is entered into effective as of **February 22nd, 2011** by and between **L&R Precast Concrete Works, Inc. a Corporation** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Pre-Cast Safety End Treatments"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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 to Buyer, all of the Products that Buyer may require for use by Buyer in **"Pre-Cast Safety End Treatments"** in the areas of **HIDALGO COUNTY** projects for a period of **one (1) year** from **March 2, 2011**with the option to renew for an additional **two (2)-one (1) year terms** (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications 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. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. 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: **L&R Precast Concrete Works, Inc.**
Attn: Lisa Carlos, Vice President
3807 N. Bentsen Palm Dr.
Mission, Texas 78574

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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 sixty (60) 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).

m. Insurance. 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 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.

n. 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 therefor 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: _____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: L&R Precast Concrete Works, Inc.
By:_____
Printed Name:_____
Title:_____
Date:_____

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

By:_____

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

PURCHASING DEPARTMENT
County Of Hidalgo

January 24, 2011

_____
_____
_____
_____

Re: **HIDALGO COUNTY**
Request for Bids - **"Pre-Cast Safety End Treatments"**
Bid No: 2011-035-02-09-MEG

Dear Respondent:

Enclosed please find a Request for Bid (RFB) packet for you 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 at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BID CHECKLIST

HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No: 2011-035-02-09-MEG

1. Request for Bid Letter, consisting of __1__ page.

2. Request for Bid, Legal Notice, consisting of __8__ pages.

3. Exhibit "A" Specification, consisting of __4__ pages.

4. Exhibit "B" Bid Page, consisting of __2__ page.

5. Insurance Requirements (Exhibit C), consisting of __4__ pages.

6. Exhibit "D" CIQ, consisting of __1__ page.

7. Bidder/Vendor Application, consisting of __2__ pages.

8. Certification (W-9) form, consisting of __4__ pages.

9. Certification Regarding Debarment, consisting of __1__ page.

10. Draft Requirements Contract, consisting of __4__ pages.

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 24, 2011
Date

REQUEST FOR BIDS

Hidalgo County
Edinburg, Texas

"Pre-Cast Safety End Treatments"
BID: 2011-035-02-09-MEG
FEBRUARY 09, 2011

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County "Pre-Cast Safety End Treatments"**, in accordance with the specifications attached hereto as Exhibit "A." Bids should address all specifications set forth. Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. 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 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 NO.RFB-2011-035-02-09-MEG-Hidalgo County "Pre-Cast Safety End Treatments"** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, FEBRUARY 09, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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: 2011-035-02-09-MEG "Pre-Cast Safety End Treatments".**

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Purchasing Agent, or 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 taxes 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 card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. **PRODUCTS DELIVERY INSTRUCTIONS: (IF APPLICABLE)**

- No deliveries accepted after 3:00 P.M., Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s).

- 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 & official (signed delivery tickets)
  c) Purchase Order Number (if any)
  d) Notation-**Hidalgo County-"Pre-Cast Safety End Treatments"**

Discount payments will be considered when offered. Price decreases are acceptable. Volume discounts on products are acceptable by County. The County reserves the right to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

- Vehicle title paperwork must be properly filled out and provided at time of delivery. The following documentation must be included:

  a). Certificate of Origin (signed Title, if used vehicle purchase)
  b). Application for Texas Certificate of Title (Form 130-U)
  c). Odometer Disclosure Statement

- Contact persons for Billing and Payment questions:

Hidalgo County Precinct No. 1
Attn: Eduardo Gonzalez,
Exec Asst for Community Interrelation
1902 Joe Stevens Ave
Weslaco, Texas 78596
956-968-8733

Hidalgo County Precinct No. 2
Attn: Yolanda Cisneros

301 E. State
Pharr, Texas 78577
956-787-1891

Hidalgo County Precinct No. 3
Attn: Norma Ceballos
400 W. 13th
Mission, Texas 78572
956-585-4509

Hidalgo County Precinct No. 4
Attn: Marcos Lopez, Chief Administrator
1102 N. Doolittle
Edinburg, Texas 78539
956-383-3112

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 A.M.	**February 09, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 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 45CFR76.

- 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 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 2812 S. Business Hwy 281, 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, all goods and services and products provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services and products.

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:

- Possesses 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. Both parties agree that venue for any litigation arising from this contract shall lie 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
Pre-Cast Safety End Treatments
Bid No: 2011-035-02-09-MEG
FEBRUARY 09, 2011

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

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

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

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

Respectfully submitted,

Bidder:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

Exhibit "A"
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
BID NO.: 2011-035-02-09-MEG

SPECIFICATIONS:

The County of Hidalgo is seeking to contract with a qualified bidder for "Precast Safety End Treatments" in Hidalgo County or Job Site on an "As Needed Basis" including, but not limited to, the following:

TERMS AND CONDITIONS

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) 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.

5. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8 Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

9. 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.

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

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.

3. **Additional Information:**

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, AT 2802 **SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY FEBRUARY 2, 2011 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. FRIDAY FEBRUARY 4, 2011.

Exhibit "A"
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
BID NO.: 2011-035-02-09-MEG

"Precast Safety End Treatments" in Hidalgo County or Job Site on an "As Needed Basis" including, but not limited to the following:

1. TYPE II RIPRAP-PSET-RR

SIZE	SLOPE	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1
18"	4-1	18"	4-1
24"	6-1	24"	6-1
24"	4-1	24"	4-1
30"	6-1	30"	6-1
30"	4-1	30"	4-1

2. TYPE II-CROSS DRAINAGE PSET-SC AND PSET-RC

SIZE PSET-SC	SLOPE	SIZE PSET-RC	SLOPE	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1	18"	6-1
18"	4-1	18"	4-1	18"	4-1
24"	6-1	24"	6-1	24"	6-1
24"	4-1	24"	4-1	24"	4-1
30"	6-1	30"	6-1	30"	6-1
30"	4-1	30"	4-1	30"	4-1

3. TYPE II PARALLEL DRAINAGE -PSET-RP

SIZE	SLOPE	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1
18"	4-1	18"	4-1
24"	6-1	24"	6-1
24"	4-1	24"	4-1
30"	6-1	30"	6-1
30"	4-1	30"	4-1

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2011-035-02-09-MEG

TYPE II RIPRAP-PSET-RR			
		UNIT PRICES	
SIZE	SLOPE	RIPRAP PSET-RR	PIPE RUNNER
18"	6-1	$	$
18"	4-1	$	$
24"	6-1	$	$
24"	4-1	$	$
30"	6-1	$	$
30"	4-1	$	$
Additional Fees: (If Any)		$	

TYPE II CROSS DRAINAGE PSET-SC & PSET-RC				
		UNIT PRICES		
SIZE	SLOPE	PSET-SC	PSET-RC	PIPE RUNNERS
18"	6-1	$	$	$
18"	4-1	$	$	$
24"	6-1	$	$	$
24"	4-1	$	$	$
30"	6-1	$	$	$
30"	4-1	$	$	$
Additional Fees: (If Any)		$		

TYPE II PARALLEL DRAINAGE -PSET-RP			
		UNIT PRICES	
SIZE	SLOPE	PSET-RP	PIPE RUNNER
18"	6-1	$	$
18"	4-1	$	$
24"	6-1	$	$
24"	4-1	$	$
30"	6-1	$	$
30"	4-1	$	$
Additional Fees: (If Any)		$	

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2011-035-02-09-MEG

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

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)	$
					PER & 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 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 Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

REQUIREMENTS AGREEMENT
C-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of_____ by and between_____, **a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "_____", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer in "_____" in the areas of **HIDALGO COUNTY** projects for a period of_____from_____with the option to renew for an additional_____(if applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications 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. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. 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: _____
_____
_____
_____

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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 sixty (60) 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).

m. Insurance. 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 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.

n. 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 therefor 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 ON, _____.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor _____
By:_____
Printed Name:_____
Title:_____
Date:_____

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

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
TABULATION SHEET
"PRE-CAST SAFETY END TREATMENT"
RFB NO.: 2011-035-02-09-MEG

TYPE II RIPRAP-PSET-RR

COMPANY'S NAME		L & R Per-Cast Concrete		Rio Valley Pipe, LLC	
		UNIT PRICES		UNIT PRICES	
SIZE	SLOPE	RIPRAP PSET-RR	PIPE RUNNER	RIPRAP PSET-RR	PIPE RUNNER
18"	6-1	730.00	680.00	750.00	700.00
18"	4-1	680.00	680.00	700.00	700.00
24"	6-1	980.00	955.00	1000.00`	975.00
24"	4-1	955.00	930.00	975.00	950.00
30"	6-1	1680.00	1580.00	1700.00	1600.00
30"	4-1	1630.00	1480.00	1650.00	1500.00
Additional Fees: (If Any)		NONE		NONE	

TYPE II CROSS DRAINAGE PSET-SC & PSET-RC

COMPANY'S NAME		L & R Per-Cast Concrete			Rio Valley Pipe, LLC		
		UNIT PRICES			UNIT PRICES		
SIZE	SLOPE	PSET-SC	PSET-RC	PIPE RUNNERS	PSET-SC	PSET-RC	PIPE RUNNERS
18"	6-1	730.00	730.00	680.00	750.00	750.00	700.00
18"	4-1	680.00	680.00	680.00	700.00	700.00	700.00
24"	6-1	980.00	980.00	955.00	1000.00	1000.00	975.00
24"	4-1	955.00	955.00	930.00	975.00	975.00	950.00
30"	6-1	1680.00	1680.00	1580.00	1700.00	1700.00	1600.00
30"	4-1	1630.00	1630.00	1480.00	1650.00	1650.00	1500.00
Additional Fees: (If Any)		NONE			NONE		

TYPE II PARALLEL DRAINAGE -PSET-RP

COMPANY'S NAME		L & R Per-Cast Concrete		Rio Valley Pipe, LLC	
		UNIT PRICES		UNIT PRICES	
SIZE	SLOPE	PSET-RP	PIPE RUNNER	PSET-RP	PIPE RUNNER
18"	6-1	730.00	680.00	750.00	700.00
18"	4-1	680.00	680.00	700.00	700.00
24"	6-1	980.00	955.00	1000.00	975.00
24"	4-1	955.00	930.00	975.00	950.00
30"	6-1	1680.00	1580.00	1700.00	1600.00
30"	4-1	1630.00	1480.00	1650.00	1500.00
Additional Fees: (If Any)		NONE		NONE	

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2011-035-02-09-MEG

TYPE II RIPRAP-PSET-RR			
		UNIT PRICES	
SIZE	SLOPE	RIPRAP PSET-RR	PIPE RUNNER
18"	6-1	$ 730	$ 680
18"	4-1	$ 680	$ 680
24"	6-1	$ 980	$ 955
24"	4-1	$ 955	$ 930
30"	6-1	$ 1680	$ 1580
30"	4-1	$ 1630	$ 1480
Additional Fees: (If Any)		$ — NONE —	

TYPE II CROSS DRAINAGE PSET-SC & PSET-RC				
		UNIT PRICES		
SIZE	SLOPE	PSET-SC	PSET-RC	PIPE RUNNERS
18"	6-1	$ 730	$ 730	$ 680
18"	4-1	$ 680	$ 680	$ 680
24"	6-1	$ 980	$ 980	$ 955
24"	4-1	$ 955	$ 955	$ 930
30"	6-1	$ 1680	$ 1680	$ 1580
30"	4-1	$ 1630	$ 1630	$ 1480
Additional Fees: (If Any)		$ — None —		

TYPE II PARALLEL DRAINAGE -PSET-RP			
		UNIT PRICES	
SIZE	SLOPE	PSET-RP	PIPE RUNNER
18"	6-1	$ 730	$ 680
18"	4-1	$ 680	$ 680
24"	6-1	$ 980	$ 955
24"	4-1	$ 955	$ 930
30"	6-1	$ 1680	$ 1580
30"	4-1	$ 1630	$ 1480
Additional Fees: (If Any)		$ — None —	

OPENED
9:44
2-9-2011
Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/5/2011

PRODUCER (956)565 :481 FAX: (956)565-2733
McAfee Insuranc Agency
P. O. Box 625
321 Second Stre
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
L&R Precast Con ete Works, Inc.
3807 N Bentsen lm Drive
Mission TX 78574

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American States Ins. Co.	
INSURER B: Hallmark Specialty Ins Co	
INSURER C: Texas Mutual Ins. Co.	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF	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	04CC171166 90	3/6/2010	3/6/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 500,000 $ 10,000 $ 500,000 $ 500,000 $ 500,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	TXA501851	3/6/2010	3/6/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE	$ $
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	TSF0001206931	12/9/2010	12/9/2011	WC STATUTORY LIMITS OTHER 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 CATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo Cou cy
Purchasing epartment
2812 S. Bus ness Highway 281
New Adminis cation Building
Edinburg, T 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/CHRIS Robt R Garza

ACORD 25 (2009/01)
INS025 (200901).01

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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
1-1100-432-00-121-001-0-679	PCT1 SANITATION-OTHER R&M SUPPLIES	7,000.00	1,575.56	995.00	995.00	4,429.44	36.72
1-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	33,370.25	33,370.25	.00	.00	.00	100.00
1-1100-432-00-123-001-0-679	PCT3 SANITATION-OTHER R&M SUPPLIES	7,000.00	490.62	690.71	690.71	5,818.67	16.88
1-1100-452-00-121-013-0-679	PCT1 PARKS-OTHER R&M SUPPLIES	12,000.00	2,245.97	924.28	924.28	8,829.75	26.42
1-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	29,769.58	.00	.00	.00	29,769.58	.00
1-1100-452-00-122-008-0-679	PCT2 PARKS-OTHER R&M SUPPLIES	10,000.00	705.07	66.00	66.00	9,228.93	7.71
1-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	10,000.00	.00	.00	.00	10,000.00	.00
1-1100-452-00-123-008-0-679	PCT3 PARKS-OTHER R&M SUPPLIES	7,300.00	644.58	933.05	933.05	5,722.37	21.61
1-1100-466-00-122-018-0-679	PCT2 CRC-OTHER R&M SUPPLIES	285.00	.00	.00	.00	285.00	.00
1-1100-466-00-122-082-0-679	PCT2 CRC (S.TOWER)-OTHER R&M SUPPLIES	285.00	17.50	38.85	38.85	228.65	19.77
1-1200-431-00-121-004-0-679	PCT1 RD ADM-OTHER R&M SUPPLIES	2,428.48	42.46	22.59	22.59	2,363.43	2.68
1-1200-431-00-121-005-0-673	PCT1 P/U RD-R&B R&M SUPPLIES	355,206.69	161,162.60	4,945.98	4,945.98	189,098.11	46.76
1-1200-431-00-121-005-0-679	PCT1 P/U RD-OTHER R&M SUPPLIES	30,052.30	1,063.28	6,020.12	6,020.12	22,968.90	23.57
1-1200-431-00-121-005-0-731	PCT1 P/U RD-ROADS	4,348.92	4,348.92	.00	.00	.00	100.00
1-1200-431-00-122-004-0-679	CO SHOP-OTHER R&M SUPPLIES	4,000.00	556.61	.00	.00	3,443.39	13.92
1-1200-431-00-122-005-0-679	PCT2 RD ADM-OTHER R&M SUPPLIES	300.00	.00	149.56	149.56	150.44	49.85
1-1200-431-00-122-006-0-673	PCT2 P/U RD-R&B R&M SUPPLIES	104,068.75	74,068.75	.00	.00	30,000.00	71.17
1-1200-431-00-122-006-0-679	PCT2 P/U RD-OTHER R&M SUPPLIES	20,000.00	2,280.23	406.60	406.60	17,313.17	13.43
1-1200-431-00-122-006-0-731	PCT2 P/U RD-ROADS	367,375.12	308,220.98	.00	.00	59,154.14	83.90
1-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	73,045.00	42,030.00	.00	.00	31,015.00	57.54
1-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	115,877.83	115,877.83	.00	.00	.00	100.00
1-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	70,000.00	36,208.77	.00	.00	33,791.23	51.73
1-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	40,000.00	13,929.00	.00	.00	26,071.00	34.82
1-1200-431-00-122-048-0-731	PCT2 INTERSECTION OF OWASSA & TOWER-ROAD	200,000.00	.00	.00	.00	200,000.00	.00
1-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-SIOUX)-ROADS	302,900.00	110,246.22	.00	.00	192,653.78	36.40
1-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	45,232.19	41,739.72	.00	.00	3,492.47	92.28
1-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	74,000.00	42,846.88	.00	.00	31,153.12	57.90
1-1200-431-00-122-240-0-731	PCT.2-EL CHARRO #2-ROADS	323.46	323.46	.00	.00	.00	100.00
1-1200-431-00-122-891-0-731	PCT.2-LOS ENCINOS #2 SUBD-ROADS	2,146.30	.00	.00	.00	2,146.30	.00
1-1200-431-00-123-005-0-673	PCT3 P/U RD-R&B R&M SUPPLIES	108,840.97	59,462.49	347.04	347.04	49,031.44	54.95
1-1200-431-00-123-005-0-679	PCT3 P/U RD-OTHER R&M SUPPLIES	10,262.31	5,555.71	4,236.55	4,236.55	470.05	95.42
1-1200-431-00-123-005-0-731	PCT3 P/U RD-ROADS	203,672.62	118,535.91	.00	.00	85,136.71	58.20
1-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	.00	7,697.50	.00	.00	-7,697.50	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	45,078.31	44,254.59	562.28	562.28	261.44	99.42
1-1200-431-00-123-093-0-731	PCT.3-SILVER SPUR(S EXP 83- BUS 83 N)-RD	92,828.40	90,877.08	1,950.72	1,950.72	.60	100.00
1-1200-431-00-124-007-0-673	PCT4 P/U RD-R&B R&M SUPPLIES	165,000.00	30,695.84	666.66	666.66	133,637.50	19.01
1-1200-431-00-124-007-0-679	PCT4 P/U RD-OTHER R&M SUPPLIES	25,822.77	10,385.78	2,029.65	2,029.65	13,407.34	48.08
1-1200-431-00-124-007-0-731	PCT4 P/U RD-ROADS	226,242.82	47,315.51	11,732.74	11,732.74	167,194.57	26.10
1-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
1-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	27.98	.00	.00	.00	100.00
1-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	6,000.07	5,382.50	.00	.00	617.57	89.71
1-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	39.66	.00	.00	.00	100.00
1-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	5,000.54	.00	.00	.00	5,000.54	.00
1-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	11.14	.00	.00	.00	100.00
1-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	3,500.44	.00	.00	.00	3,500.44	.00
1-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
1-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	6,000.39	.00	.00	.00	6,000.39	.00
1-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	2,400.12	.00	.00	.00	2,400.12	.00
1-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	.00	.00	.00	1,000.44	.00
1-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	2,000.62	.00	.00	.00	2,000.62	.00
1-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	99.70	.00	.00	.00	100.00
1-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	1,500.27	.00	.00	.00	1,500.27	.00
1-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	48.11	.00	.00	.00	100.00
1-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	88.21	.00	.00	.00	100.00
1-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	54.82	.00	.00	.00	100.00
1-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	8,361.43	2,370.00	.00	.00	5,991.43	28.34
1-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	9,812.67	5,690.00	.00	.00	4,122.67	57.99
1-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	3,987.83	3,160.00	.00	.00	827.83	79.24
1-1311-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	19,752.99	.00	.00	.00	19,752.99	.00
1-1311-431-00-121-105-1-731	BERNAL-ROADS	2,467.64	.00	.00	.00	2,467.64	.00
1-1311-431-00-121-230-1-731	DIMAS #3-ROADS	53,732.25	.00	.00	.00	53,732.25	.00
1-1311-431-00-121-244-0-731	EL MESQUITE-ROADS	51,163.91	.00	.00	.00	51,163.91	.00
1-1311-431-00-121-245-1-731	EL MONTE-ROADS	2,587.00	.00	.00	.00	2,587.00	.00
1-1311-431-00-121-495-0-731	NORTH CAPISALLO-ROADS	44,859.48	.00	.00	.00	44,859.48	.00
1-1311-431-00-121-865-1-731	DIMAS #1-ROADS	1,403.35	.00	.00	.00	1,403.35	.00
1-1311-431-00-121-897-1-731	MEL GRAY-ROADS	2,257.77	.00	.00	.00	2,257.77	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1311-431-00-122-240-1-731	EL CHARRO #2-ROADS	9,703.70	4,967.02	.00	.00	4,736.68	51.19
1-1311-431-00-122-406-1-731	LAS BRISAS-ROADS	370,162.20	.00	.00	.00	370,162.20	.00
1-1311-431-00-122-503-1-731	NORTHSIDE VILLAGE #2-ROADS	4,478.66	.00	.00	.00	4,478.66	.00
1-1311-431-00-122-557-1-731	PENTECOSTAL-ROADS	60,847.71	.00	.00	.00	60,847.71	.00
1-1311-431-00-122-693-0-731	SOUTH SIDE VILLAGE-ROADS	37,955.76	.00	.00	.00	37,955.76	.00
1-1311-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	40,283.88	.00	.00	.00	40,283.88	.00
1-1311-431-00-123-014-1-731	ACEVEDO S/D #4-ROADS	149,327.72	.00	.00	.00	149,327.72	.00
1-1311-431-00-123-015-0-731	ACOSTA S/D-ROADS	72,473.94	.00	.00	.00	72,473.94	.00
1-1311-431-00-123-250-0-731	EL SOL S/D #1-ROADS	1,940.00	.00	.00	.00	1,940.00	.00
1-1311-431-00-123-251-0-731	EL SOL S/D #2-ROADS	3,300.00	.00	.00	.00	3,300.00	.00
1-1311-431-00-123-312-0-731	HAVANA S/D-ROADS	59,329.37	.00	.00	.00	59,329.37	.00
1-1311-431-00-123-325-1-731	HILDA S/D #3-ROADS	32,565.88	.00	.00	.00	32,565.88	.00
1-1311-431-00-123-384-1-731	LA HOMA RD N S/D-ROADS	7,373.00	.00	.00	.00	7,373.00	.00
1-1311-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	46,181.16	.00	.00	.00	46,181.16	.00
1-1311-431-00-123-427-1-731	LOS EBANOS S/D-ROADS	41,233.92	.00	.00	.00	41,233.92	.00
1-1311-431-00-123-488-1-731	MUNOZ ESTATES-ROADS	102,121.59	.00	.00	.00	102,121.59	.00
1-1311-431-00-123-784-1-731	VILLA CAPRI S/D-ROADS	4,371.25	.00	.00	.00	4,371.25	.00
1-1311-431-00-124-129-0-731	CALMA ESTATES #2-ROADS	12,484.27	.00	.00	.00	12,484.27	.00
1-1311-431-00-124-130-0-731	CALMA ESTATES #3-ROADS	27,210.61	.00	.00	.00	27,210.61	.00
1-1311-431-00-124-363-1-731	L & R GARZA-ROADS	34,148.02	.00	.00	.00	34,148.02	.00
1-1311-431-00-124-541-0-731	PALMA S/D #1-ROADS	73,148.63	.00	.00	.00	73,148.63	.00
1-1311-431-00-124-543-0-731	PALMA S/D #2-ROADS	71,772.12	.00	.00	.00	71,772.12	.00
1-1311-431-00-124-585-1-731	RAMBO ESTATES-ROADS	39,565.36	.00	.00	.00	39,565.36	.00
1-1311-431-00-124-612-0-731	RENA RAE S/D-ROADS	172.55	.00	.00	.00	172.55	.00
1-1312-431-00-121-063-0-731	BALLI ESTATES-ROADS	390,547.50	.00	.00	.00	390,547.50	.00
1-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	66,763.75	.00	35,783.65	35,783.65	30,980.10	53.60
1-1312-431-00-121-148-0-731	CHAPA NORTH-ROADS	271.20	.00	.00	.00	271.20	.00
1-1312-431-00-121-149-0-731	CHAPA SOUTH-ROADS	271.20	.00	.00	.00	271.20	.00
1-1312-431-00-121-181-0-731	COLONIA SAENZ-ROADS	32,576.50	.00	.00	.00	32,576.50	.00
1-1312-431-00-121-185-0-731	COLONIA WHALEN ROAD-ROADS	93,354.64	.00	.00	.00	93,354.64	.00
1-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
1-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
1-1312-431-00-121-228-1-731	DIAZ SUBDIVISION-ROADS	56,454.56	.00	.00	.00	56,454.56	.00
1-1312-431-00-121-319-0-731	HIGH POINT SUBDIVISION-ROADS	1,281.33	.00	.00	.00	1,281.33	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1312-431-00-121-362-0-731	L & P-ROADS	6,104.25	.00	.00	.00	6,104.25	.00
1-1312-431-00-121-387-0-731	LA MESA SUBDIVISION-ROADS	158,112.08	.00	.00	.00	158,112.08	.00
1-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	22,233.36	9,641.15	.00	.00	12,592.21	43.36
1-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	149,324.98	.00	.00	.00	149,324.98	.00
1-1312-431-00-121-687-0-731	SO. PALM GARDENS EST.#1-ROADS	1,901.86	.00	.00	.00	1,901.86	.00
1-1312-431-00-121-688-0-731	SO. PALM GARDENS EST.#2-ROADS	3,799.50	.00	.00	.00	3,799.50	.00
1-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
1-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
1-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	84,757.48	.00	.00	.00	84,757.48	.00
1-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
1-1312-431-00-121-860-0-731	CHAPA #2-ROADS	6,345.52	.00	.00	.00	6,345.52	.00
1-1312-431-00-121-895-0-731	MARY ANN-ROADS	23,763.00	.00	.00	.00	23,763.00	.00
1-1312-431-00-121-896-0-731	MCKEE #1-ROADS	30,237.62	30,237.55	.00	.00	.07	100.00
1-1312-431-00-122-262-0-731	ESPERANZA ESTATES SUBD-ROADS	17,365.04	.00	.00	.00	17,365.04	.00
1-1312-431-00-122-460-1-731	MESQUITE ACRES SUBD-ROADS	30.00	.00	.00	.00	30.00	.00
1-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	195,162.89	.00	.00	.00	195,162.89	.00
1-1312-431-00-122-890-0-731	LOS ENCINOS #1 SUBD-ROADS	23,131.09	.00	.00	.00	23,131.09	.00
1-1312-431-00-122-891-0-731	LOS ENCINOS #2 SUBD-ROADS	48,159.62	.00	.00	.00	48,159.62	.00
1-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	171,868.11	.00	.00	.00	171,868.11	.00
1-1312-431-00-123-055-0-731	ARIEL HINOJOSA SUBD-ROADS	92,800.00	.00	.00	.00	92,800.00	.00
1-1312-431-00-123-079-0-731	BASHAM #14-ROADS	140,015.25	.00	.00	.00	140,015.25	.00
1-1312-431-00-123-082-0-731	BASHAM #18-ROADS	25,613.23	.00	.00	.00	25,613.23	.00
1-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	.00	.00	.00	317,837.00	.00
1-1312-431-00-123-324-0-731	HILDA SUBDIVISION #2-ROADS	18,960.21	.00	.00	.00	18,960.21	.00
1-1312-431-00-123-380-0-731	LA HOMA GROVE ESTATES-ROADS	2,847.00	.00	.00	.00	2,847.00	.00
1-1312-431-00-123-397-0-731	LA SUENA SUBDIVISION-ROADS	161,208.41	.00	.00	.00	161,208.41	.00
1-1312-431-00-123-421-0-731	LOMA LINDA HEIGHTS-ROADS	361,438.75	.00	.00	.00	361,438.75	.00
1-1312-431-00-123-470-1-731	MONICA ACRES-ROADS	2,562.00	.00	.00	.00	2,562.00	.00
1-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
1-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
1-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
1-1312-431-00-124-274-0-731	FOSTER SUBDIVISION-ROADS	59,889.34	.00	.00	.00	59,889.34	.00
1-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	86,200.00	.00	.00	.00	86,200.00	.00
1-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1312-431-00-124-401-0-731	LAKEVIEW SUBVISION-ROADS	264,777.00	.00	.00	.00	264,777.00	.00
1-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	96,384.25	.00	.00	.00	96,384.25	.00
1-1312-431-00-124-657-0-731	SEMINARY VILLAGE SUBD-ROADS	103,524.20	.00	.00	.00	103,524.20	.00
1-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
1-1312-431-00-124-882-0-731	LA FLOR ESTATES-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
1-1312-431-00-124-883-0-731	LA FLOR GARDENS-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
1-1312-431-00-124-886-0-731	LABORSITA-ROADS	317.38	.00	.00	.00	317.38	.00
1-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	176,640.45	176,640.45	.00	.00	.00	100.00
1-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	3,746.95	3,746.95	.00	.00	.00	100.00
1-1315-431-00-122-016-0-731	TXDOT-"I" ROAD-ROADS	367,212.53	72,611.28	.00	.00	294,601.25	19.77
1-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	68,663.59	.00	.00	.00	68,663.59	.00
1-1315-431-00-124-023-0-731	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD	9,750.00	.00	.00	.00	9,750.00	.00
1-1331-431-00-121-016-0-731	CO,2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
1-1331-431-00-123-010-0-731	CO,2001-PCT3-ROADS	13,294.69	13,294.69	.00	.00	.00	100.00
1-1334-431-00-121-025-0-731	CO,2004-PCT1-ROADS	7,780.51	.00	.00	.00	7,780.51	.00
1-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	268,714.80	103,426.06	3,522.26	3,522.26	161,766.48	39.80
1-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
1-1336-431-00-123-045-0-731	CO,2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	43,502.50	43,502.50	.00	.00	.00	100.00
1-1336-431-00-123-051-0-731	CO,2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
1-1336-431-00-123-080-0-731	CO,2006-PCT3 M4N (TOMGILL-FM2221)-ROADS	1,241.62	1,241.62	.00	.00	.00	100.00
1-1336-431-00-123-081-0-731	CO,2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	134.69	.00	.00	.00	134.69	.00
1-1336-431-00-124-031-0-731	CO,2006-PCT4 TRENTON(I RD-FM493)-ROADS	500,000.00	.00	.00	.00	500,000.00	.00
1-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS-ROADS	3,020,836.47	.00	.00	.00	3,020,836.47	.00
1-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	87,188.43	87,188.43	.00	.00	.00	100.00
1-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	166,638.00	166,638.00	.00	.00	.00	100.00
1-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	296,307.00	.00	.00	.00	296,307.00	.00
1-1342-431-00-122-049-0-731	CO2010A&B-PCT2 TOWER RD(OWASSA-SIOUX)-RD	448,870.54	.00	.00	.00	448,870.54	.00
1-1342-431-00-122-055-0-731	CO2010A&B-PCT2 CHAVEZ(OWASSA-SIOUX)-ROAD	468,870.55	.00	.00	.00	468,870.55	.00

AI-25046 **23.A.9.**

Professional Consultant-Efficiencies-Revenue & Expenditure Review and Assessment-Hidalgo County

CC REGULAR

Date:	02/22/2011
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion and applicable action to authorize publication of Requests for Proposals with qualifications in connection with engaging a firm to provide professional services to: Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies in Various Public and Private Sectors including approval of the procurement packet as developed and drafted through County Judge's Office and Purchasing with an initial term of one (1) and the County's sole discretion to renew and extend for an additional one (1) year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Point of contact for project Mrs. Jennifer Longoria from Judge's staff has indicated via e-mail that funding source will be identified. As of approval time of this agenda item, that fiscal information has not been received nor an estimate cost on same.
NO FUNDING REQUIRED AT THIS TIME.

Attachments

Link: AGENDA-25046-BACK-UP

Link: EMAIL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/18/2011 02:14 PM	APRV
2	Budget & Management	Erika Zamora	02/18/2011 02:17 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/18/2011 02:58 PM	APRV
4	Auditor's Office	Linda Fong	02/18/2011 03:20 PM	APRV

Form Started By: Marty Salazar Started On: 01/26/2011 05:04 PM

Final Approval Date: 02/18/2011

RFP NO: 2011-000-00-00	Buyer: YOLANDA Z VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"CONSULTANT TO ASSIST, ASSESS, REVIEW, AND FACILITATE THE COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTORS"

PROPOSAL ACCEPTANCE DATE

MARCH 00,2011

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

1. **Sealed Proposals** will be received for **"Hidalgo County–CONSULTANT TO ASSIST, ASSESS, REVIEW, AND FACILITATE THE COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTORS",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals 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 proposal.

2. **ONE (1) ORIGINAL AND SEVEN (7) CD's** 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: 2011-000-00-00-YZV- Hidalgo County- "CONSULTANT TO ASSIST, ASSESS, REVIEW, AND FACILITATE THE COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTORS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. TUESDAY, MARCH 00, 2011.**

   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 WITH THE FOLLOWING REFERENCE: RFP NO: 2011-000-00-00-YZV-HIDALGO COUNTY- "CONSULTANT TO ASSIST, ASSESS, REVIEW, AND FACILITATE THE COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTORS"

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN Wednesday, March 00, 2011, at 5:00 p.m. Responses will be sent to all applicants by Friday March 00, 2011 at 5:00 p.m**. 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 items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications 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 submitter shall, in its sole discretion, 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 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 accept 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 Hidalgo 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 RFP's.

11. Costs are to be net F.O.B. destination 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's 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 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. <u>DELIVERY INSTRUCTIONS:</u>

- 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. **<u>BILLING AND PAYMENT INSTRUCTIONS</u>**:

- Invoices must include:
  a) Name and address of successful submitter
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY- CONSULTANT TO ASSIST, ASSESS, REVIEW, AND FACILITATE THE COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTORS"**
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, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Proposal Acceptance Date:	**MARCH 00, 2011**
Award of Contract	2011
Commence Work or Deliver Products	2011

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 submitters 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~~.

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 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 N. 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 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.

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 to 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 Proposal 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.

32. 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.

Proposal for
HIDALGO COUNTY-
"CONSULTANT TO ASSIST, ASSESS, REVIEW, AND FACILITATE THE COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTORS"

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 submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter 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.

Submitter 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 proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"CONSULTANT TO ASSIST, ASSESS, REVIEW, AND FACILITATE THE COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTORS"

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP NO: 2011-000-00-00

DRAFT

Hidalgo County is requesting for sealed proposals from qualified **"Consultant"** in order to **Assist, Assess, Review, and Facilitate the County's Revenue and Expenditure Efficiencies in Various Public and Private Sectors** on an **"As Needed Basis"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Tuesday, Month 00, 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO:2011-000-00-00

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposal:

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that "Request For Proposal" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, 00, 2011 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL TO:** yolanda.velasquez@co.hidalgo.tx.us Responses will be sent to all applicants via facsimile by Friday, Month 00, 2011. **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 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 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 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 PROPOSAL.

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly 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 (3) 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 PROPOSALS:
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 costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal/Qualification (RFP/Q) 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 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.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:
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 CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year, with County's sole option to renew the "contract" for an additional one (1) year term.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions, if applicable.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

DRAFT

SECTION II RFP REQUIREMENTS

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.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

SCOPE OF PROJECT:
The County is Hidalgo is seeking a consultant to assist, assess, review, and facilitate the County's revenue and expenditure efficiencies. These firms would specialize in the government and public sector projects, with experience, specifically in South Texas.

UNDERSTANDING OF 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.

PROPOSERS QUALIFICATIONS:
The County of Hidalgo is seeking to contract with competent, qualified **"Consultant"** that has had experience in, but not limited to, the following areas:

1. **Experience in local-area government/business relations and representation.** A minimum of three (3) years experience with local-area government jurisdictions, aka, political subdivisions as a consultant providing similar (if not identical) services; Five examples of work product/deliverables produced for other entities are required preference to Counties, Cities and/or School Districts;
2. **Experience in local-area government/business relevant to county revenue and expenditure efficiencies, private sector(s) and other sources;**
3. Must have work experience in building and planning skills. Provide at least three samples that demonstrate same;
4. **Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.**
5. Must have appropriate staffing to undertake and conduct multiple projects engaged in a timely manner through resumes. **The firm must provide an organization chart for the project and a summary paragraph of the project work to be performed by each proposed staff member.**
6. Excellent financial-related background. Confirmation of financial stability will be requested by County;
7. Effective communication skills, both verbal and written; Provide a minimum of three examples that demonstrate same;
8. Excellent skills and abilities to compile, obtain, gather and analyze financial data and information; Provide a minimum of three examples that demonstrate analytical skills which benefited the entity;

Additionally, this section should include a description of firm's project personnel, and their most recent similar projects. At least three (3) Firm Projects, a client contract name and phone number should be included for reference purposes. Additionally, the names personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

REQUIRED LICENSE/CERTIFICATIONS AND SUBMITTAL (IF APPLICABLE): This section will contain any licenses and certifications as required by HIDALGO COUNTY and/or pertinent to the services to be provided. An affirmative statement should be included that the consultant and assigned staff are properly registered to practice in the state of Texas.

SCOPE OF SERVICES:

Hidalgo County is requesting proposals from experienced, qualified consultants in order to provide consulting services required to assist, assess, review, and facilitate the county's revenue and expenditure efficiencies. The **"Consultant To Assist, Assess, Review, and Facilitate the County's Revenue and Expenditure Efficiencies in Various Public and Private Sectors"** contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

a. Plan, prepare and coordinate presentations for County Officials/Representatives relating to County's revenue and expenditure efficiencies;
b. Coordinate with the County to jointly develop strategies relating to County's revenue and expenditure efficiencies;
c. Assist with providing appropriate input on any studies identifying concerns that impact the County relating to county's revenue and expenditure efficiencies;
d. Determine and communicate the various impacts to the County of any and/or such concerns relating to county revenue and expenditure efficiencies;
e. Cooperate and coordinate fully with the County Commissioners' Court, the professional and administrative staffs of the County;
g. Report and consult to the County Commissioners as often as reasonably necessary;
h. Consultant will identify, define, and develop funding sources to support existing and planned program activities as well as coordinate the development, writing, and submission activities and programs.
i. Will be required to collect, analyze, and report data on the performance of program activities that are funded by public and private sources;
j. Consultant will entail researching county's revenue and expenditure efficiencies in various public and private sectors including communications, online technologies, public outreach, and awareness.
k. Provide sound recommendations for addressing any current and long-term problems, including detailed recommendations to improve management and effectiveness through increased or decreased funding.
l. Submit a proposed schedule and tasks required to implement recommended changes.
m. Develop procedures for administering the proposed expenditure efficiencies.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) CD's in PDF Format**.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer is to provide a fee proposal based on the scope of work and services.

TERMINATION OF SERVICES:
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 day's written notice prior to cancellation.

DRAFT

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking and establish a "POOL":

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFPs received in response to this Hidalgo County request for proposals/qualifications.

(B) After the RFP(S) have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. EXPERIENCE/BACKGROUND - 30 POINTS

A. Experience in local-area government/business relevant to county revenue and expenditure efficiencies, private sector(s) and other sources. (10 pts)
B. Provides sufficient professional background. (5pts)
C. Experience in local-area governmental/business relations and representation.(5pts)
D. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.(5pts)
E. Extent of experience.(5pts)

2. PROPOSER'S QUALIFICATIONS – 20 POINTS

A. Met minimum of three (3) years of responsible experience in local-area government/business;(10 pts)
B. Experience relevant to county revenue and expenditure efficiencies, private sector(s) and other sources; (10 pts)

3. COST – 25 POINTS

A. Provides the required turnkey services at a reasonable cost(25pts)

4. CAPACITY OF PERFORMANCE – 25 POINTS

A. Provides appropriate evidence of adequate staffing. (5 pts)
B. Staffing level/experience of staff. (5pts)
C. Adequacy of resources to perform these services (5pts)
D. References with contact names and telephone numbers. (5pts)
E. Specific experience with public entity clients, especially local-area governments including problems experienced with those clients and Proposers solutions (5pts)

Angela

From: Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Friday, February 18, 2011 2:58 PM
To: angela.garcia@co.hidalgo.tx.us
Subject: FW: Pool of Consultants to assist HC to seek funding

---

From: jennifer.longoria [mailto:jennifer.longoria@co.hidalgo.tx.us]
Sent: Friday, February 18, 2011 2:18 PM
To: 'Yolanda Velasquez'
Subject: RE: Pool of Consultants to assist HC to seek funding

Hi Yoli,

Estimated cost would be between $25,000-$100,000.
And as for the budget account number, I don't have that yet. Valde is working on identifying that account. I will keep in contact with him and let you know.

Thanks,
Jennifer

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, February 18, 2011 10:16 AM
To: 'jennifer.longoria'
Subject: RE: Pool of Consultants to assist HC to seek funding

Good morning Ms. Jennifer

As soon as you have the information, please forward to us.

Thanks in advance for your assistance to this matter.

Yoli

From: jennifer.longoria [mailto:jennifer.longoria@co.hidalgo.tx.us]
Sent: Thursday, February 17, 2011 4:20 PM
To: 'Yolanda Velasquez'
Subject: RE: Pool of Consultants to assist HC to seek funding

Hi Yolanda,

Please tell Marty to go ahead and remove the two items in question under Scope of Service.

I will get back to you on budget account and estimated cost.

Thanks,
Jennifer

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, February 17, 2011 2:42 PM

To: 'jennifer.longoria'
Subject: FW: Pool of Consultants to assist HC to seek funding

Ms. Jennifer

As per Ms. Marty's directive, attach please find a copy of the "Pool of Consultants to Seek Funding" along with scope-requirements for your review.

Yoli

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Monday, February 07, 2011 4:02 PM
To: 'Martha Salazar'
Cc: 'Yolanda Velasquez'
Subject: Pool of Consultants to assist HC to seek funding

Ms. Marty

Attached you will find the list of approved pool of Consultants in regards to assisting HC to seek funding

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

AI-25395 **23.A.10.**

HIDALGO COUNTY- Amendment to Contract #E-10-322-08-24-PALM VALLEY ANIMAL CENTER

CC REGULAR

Date:	02/22/2011
Submitted By:	Moises Salazar, 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)...'an item that can be obtained from only one source;

b. Approval of a "Sole Source Declaration" for PALM VALLEY ANIMAL CENTER for the provision of: impoundment and the Quarantine of Small Animals in Hidalgo County;

c. Approval of an "Amendment" to Contract #E-10-322-08-24 with Palm Valley Animal Center for "Hidalgo County-Impoundment and Quarantine of Small Animals" reflecting details on modifications to contract compensation thru the remainder of extended term.

BACKGROUND

Amendment approved as to form by legal counsel
Current Contract Document E#10-322-08-24-PALM VALLEY ANIMAL CENTER

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-461-00-125-027-0-350

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

BUDGETARY IMPACT:

$299,999.97 available funds in p.o.#651992 as of 02/18/11.
Total contract amount $450,000.00/ 12mths x 8= $300,000.00 funds needed to cover current contract.

Attachments

Link: Palm Valley Request

Link: Contract Extension Agenda

Link: Amendment-as reviewed & apprvd by legal

Link: "SOLE SOURCE DELARATION"

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/18/2011 09:22 AM	APRV

2	Budget & Management	Erika Zamora	02/18/2011 09:25 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/18/2011 10:45 AM	APRV
4	Auditor's Office	Angela Garcia	02/18/2011 02:33 PM	APRV
5	Purchasing Department	Marty Salazar	02/18/2011 04:02 PM	APRV

Form Started By: Moises Salazar Started On: 02/16/2011 04:47 PM

Final Approval Date: 02/18/2011

August 1, 2008

County of Hidalgo
Purchasing Department
Mr. Moises Salazar
PO Box 1356
Edinburg, TX 78539

Re: Contract Renewal

Dear Mr. Salazar

We need to discuss the proposed two year contract with regards to price. Please consider the following.

Currently, the County pays $200,000.00 per annum for animal services to PVAC. This works out to $27.00 for calendar 2007 based upon an intake of 7,397 animals and $23.45 for the first five months for 2008.

Municipalities are currently paying $51.00 per animal for the year ending September 30, 2008. Our estimated cost per animal will increase about $2.00 in July of 2008 based solely upon the second of three scheduled increases in the federal minimum wage.

Our next proposal to the municipalities will be $56.00 for the coming year.

We have had to spend some $315,000.00 for facility improvements in 2007 and have authorized an additional $217,000.00 for 2008. The funds have been provided by our reserves and non-governmental funding activities.

Please also note that our May 31ST financials indicate an operating deficit of approximately $100,000.00.

Therefore we propose a fee to the County of $400,000.00 for the first year of a new contract and $250, 00.00 for the second and $450,000.00 fro the optional third year.

Sincerely,

Darin L. Landrum
Executive Director

RECEIVED BY HIDALGO COUNT
PURCHASING DEPARTMENT

By _____

Time 2:15 8-4-08

2501 W. Trenton • Edinburg, TX 78539
P: (956) 686.1141 • F: (956) 687.8336 • www.palmvalleyanimalcenter.org • info@palmvalleyanimalcenter.org

10068	08/	Tordillo Rd	2,307.80
10069	08/13/10	Acevedo Subd. No. 4 and Monte Bonito Subd. Drainage Outfall	2,215.50

F. **AI-22582** Authority to exercise the one (1) year extension option as provided under current contract for "Lease of Space for the WIC Administration in the City of Edinburg" for Hidalgo County, under the same rates, terms, and conditions with BIC Investment. C-05-302-09-13

G. **AI-22616** Requesting authority to exercise the additional one (1) year extension period as provided in current contract for: "Impoundment and Quarantine of Small Animals" for Hidalgo County, under the same rates, terms and conditions with Palm Valley Animal Center-effective 10/01/10 - 10/01/11.

H. **AI-22569** Requesting approval of payment for **Invoice #ENG1316** in the amount of **$19,735.07** with Contract #C-10-085-06-08-PO #644461 amid Work Authorization #1 in connection to the Parking Lot Improvements and **Invoice #ENG1323** in the amount of **$60,318.80** with Contract #C-10-235-07-20-PO #644426 amid Work Authorization #1 for Mile 17N Between FM 1015 & Mile 5W for Professional Engineering Services with J.E. Saenz & Associates with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

I. **AI-22567** 1. Requesting authority to enter into an Annual Software Support Renewal Agreement with Gilbarco Inc. for the Sheriff's Department through the following requisition #180179 in the amount of $175.00/year. Effective: 04/29/10 - 04/29/2011 (0-1100-421-00-280-001-0-336);

2. Requesting authority to enter into a 36-month new copier (capital) lease agreements for a WC5225 digital copiers through our membership/participation with TPSS awarded vendor, Xerox Corporation contract 985-L2 for the 430th District Court through requisition #180294 for the amount of $105.92/month, effective upon approval (0-1100-412-00-010-001-0-780).

J. **AI-22549** Acceptance and approval of payment for Invoice No. 2854 in the amount of $3,325.36 (3rd Call, McColl Estates) as submitted by project engineer R. Gutierrez Engineering Corporation.

C.C. 8/24/10

AI-22616 **12.G.**

Cont. Ext.-Palm Valley Animal Center-Impoundment & Quarantine-Small Animals-C-08-239-09-30

CC CONSENT

Date:	08/24/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Print

Information

CAPTION

Requesting authority to exercise the additional one (1) year extension period as provided in current contract for: "Impoundment and Quarantine of Small Animals" for Hidalgo County, under the same rates, terms and conditions with Palm Valley Animal Center-effective 10/01/10 - 10/01/11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:

ACCT. #: 0-1100-461-00-115-038-0-350
MATCHING FUNDS Y/N?:

Attachments

Link: Current Contract
Link: Extension Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Moises Salazar	08/20/2010 07:43 AM	CREATED
1	Purchasing Department	Marty Salazar	08/20/2010 02:32 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2010 02:46 PM	APRV
3	Erika Zamora			NEW
4	Auditor's Office			

Form Started By: Moises Salazar Started On: 08/20/2010 07:43 AM

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO SERVICE CONTRACT
(E-10-322-08-24)

This **AMENDMENT** to the **EXTENDED CONTRACT** for **Impoundment and Quarantine of Small Animals** dated September 30, 2010, by and between **HIDALGO COUNTY, TEXAS** ("County") and **PALM VALLEY ANIMAL CENTER** ("Company") is entered into between the parties effective this **22nd** day of **February, 2011.**

WHEREAS, Company and County entered into a Contract dated **September 30, 2008**, with the **"initial contract term"** of two (2) years commencing, **September 30, 2008**, expiring **September 30, 2010**, thereafter a "renewal term" of an additional one (1) year term commencing, **September 30, 2010**, expiring **September 30, 2011**, in which the Company agreed to provide services for the purposes of **"Impoundment and Quarantine of Small Animals"** for **Hidalgo County**(the "Contract");

WHEREAS, Company is the sole provider of Impoundment and Quarantine of Small Animals in Hidalgo County;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Paragraph 4 of the Contract is deleted in its entirety and replaced with the following in lieu thereof the existing written paragraph:

> 4. As consideration for performing the services enumerated hereinafter, County agrees to pay Contractor a sum equal to **$400,000.00** for the first twenty four (24) month period during the term hereof. Contractor shall be paid an amount equal to the prorata portion of the Contract performed by the Contractor during the prior month on the first day of each month that the services have been performed by Contractor for County. This fee shall cover all services rendered by Contractor under this Agreement for the first twenty-four (24) month period. As consideration for performing the services for the renewal term, County agrees to pay Contractor a sum equal to **$ 33,333.34 (per month)** for

DRAFT

the **first six (6) months** of the extended **twelve (12) month period of the renewal term** and **$41,666.66 (per month)** for the **remaining six (6) month period of the renewal term.** This fee shall cover all services rendered by Contractor under this Agreement for the renewal term.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

PALM VALLEY ANIMAL CENTER

_____
By: _____
Its _____

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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

By: _____
Stephen L. Crain

DRAFT

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
SOLE SOURCE DECLARATION

"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: February 22, 2011

Re: "Sole Source Declaration" - Palm Valley Animal Center

Hidalgo County currently contracts with Palm Valley Animal Center for Impoundment and Quarantine of Small Animals. Contract term is from September 30, 2010 through September 29, 2011 at the rates specified in said agreement.

Palm Valley Animal Center was the only bidder/participant of the procurement process that was attempted at least three times.

Operating costs for the center has prompted the request to amend the amount paid annually for the services requested and needed by Hidalgo County.

Therefore, Hidalgo County requires the continued contracting with the sole provider of Palm Valley Animal Center.

S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-25414 **23.B.1.**

Approval Contract for Pct 2. Road and Drainage Improvement Project Phase 2 Tower Rd

CC REGULAR

Date:	02/22/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Approval of final construction contract (awarded by CC on 01-11-11) for C-10-363-01-11 “Tower Road Phase 2 -Road and Drainage Improvements” between Hidalgo County and Mission Paving Co. in the amount of $285,312.10.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor’s department is provided with one (1) fully executed original contract. Project Engineer: Raul E. Sesin, PE, Hidalgo County Planning Department

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-122-049-0-731

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

BUDGETARY IMPACT:

Pct. 2 -Tower Rd Phase 2;

account balance is $448,870.54 as of 2/18/11.

Attachments

Link: tower road ph2contract.25414

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/18/2011 09:08 AM	APRV
2	Budget & Management	Erika Zamora	02/18/2011 09:12 AM	APRV
3	Roland Garcia	Rolando Garcia	02/18/2011 01:56 PM	APRV
4	Auditor's Office		02/18/2011 04:25 PM	NEW

Form Started By: Moises Salazar Started On: 02/17/2011 05:38 PM

Final Approval Date: 02/18/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-10-363-01-11

This Agreement, entered into this **11th** day of **January**, 2011 by and between **Hidalgo County** (hereinafter called the "OWNER," and, **Mission Paving Co., Inc.** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement 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:

Hidalgo County Precinct No. 2 "Tower Road Phase II Road and Drainage Improvements"

Hereinafter called the project, for the sum of **Two Hundred Eighty Five Thousand Three Hundred Twelve Dollars and ten cents ($ 285,312.10)** and all extra work in connection therewith, under the terms and 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 and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by County of Hidalgo, Raul E. Sesin, P.E., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the 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 written "Notice to Proceed" of the OWNER and to fully complete the project within **120 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $**250.00** for each consecutive calendar day thereafter.

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 Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON; _____, 2011.

CONTRACTOR: _____ Pres
Print Name & Title: James J. Schroeder Pres.
Name of Firm: Mission Paving Co. Inc
Address: PO Box 949
Mission TX 78573
Fed I.D. #/SS #: 74-1068500

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 28th day of January, 2011, by James J. Schroeder (Title) Pres. Of and on behalf of Mission Paving Co., Inc. (A corporation)

NORMA N. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

Norma N. Quintanilla
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

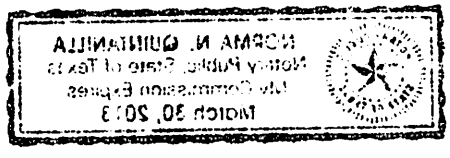
BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge


NORMA N. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
MARCH 30, 2013

AI-25289 **23.C.1.**

Repair and/or Renovations of County Owned Buildings located within Pct # 4 "On an as Needed Basis"

CC REGULAR

Date:	02/22/2011
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 services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of in connection with professional Architectural Services required for Repair and/or Renovations of County Owned Buildings (On an as needed basis) for Precinct No. 4 Projects
Architectural Services

Total Scores	Dannenbaum Engineering	Mata-Villarreal, Garcia Design	Polkinhorn Architectural Group
Evaluator 1	95	94	93
Evaluator 2	96	92	94
Scores	191	186	187
Average	95.5	93	93.50

c. Authority for the Purchasing Department to negotiate a professional service contract with No. 1 ranked firm of _____for the provision of Repairs and/or Renovations of County Owned Buildings located within Precinct No. 4 Projects

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

department will provide account number and amount on an as needed basis

Attachments

Link: Memo

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 04:46 PM	APRV
2	Manuel Chapa		02/18/2011 08:20 AM	PEND
3	Purchasing Department (Originator)	Nielda Cavazos	02/14/2011 02:19 PM	APRV
4	Auditor's Office	Linda Fong	02/17/2011 05:40 PM	APRV
5	Purchasing Department (Originator)		02/18/2011 08:20 AM	PEND

Form Started By: Nielda Cavazos

Started On: 02/10/2011 04:18 PM

Final Approval Date: 02/18/2011

MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Mr. Joseph Palacios, Commissioner
Hidalgo County Commissioners Precinct No. 4

ATTN: Gloria Beltran, Executive Assistant

FROM: Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent
Nielda Cavazos, Hidalgo County Purchasing Department, Administrative Assistant

DATE: February 03, 2011

SUBJECT: SOQ –Selection of Architects Services

Attached you will find Statements of Qualifications as per your request for grading, scoring and evaluating Statements of Qualifications from Hidalgo County's approved "Pool" of Architects Services.

Enclosed for your grading, scoring and evaluation task are the following firms as per your request dated February 03, 2011. We ask that the firms you have nominated provide the type of architectural services you require for the project. The "Pool" list specifically identifies the area of architects' services as identified in the submitted Statements of Qualifications.

1) A complete Statements of Qualifications packet for Architectural Services for "On an as Needed Basis"

a) Dannebaum Engineering Company
b) Polkinghorn Group Architects
c) Mata-Villarreal-Garcia Design

All approved through Hidalgo County's Pool of Professional Engineering. **We recommend that a close review of the SOQ Packet be made so as to completely familiarize yourselves with the firms qualifications contained in the SOQ's. Scoring Sheets for each SOQ are provided. Please make any notations necessary to document your scores**

2) Upon scoring the engineering firms, please submit your scoring sheets to the Purchasing Department along with **All Statements of Qualifications Packets must be returned to the Purchasing Department after completing the evaluations**. The information contained in the Statements of Qualifications is confidential and may not be reproduced or provided to any other third parties. Thereafter, the Purchasing Department will proceed to place on Commissioners' Court agenda for action.

Thank you for your cooperation in this important matter. If you have any questions or require additional information, contact Martha L. Salazar or Nielda Cavazos at (956) 292-7000, ext 4853 respectively.

Enclosures

ACKNOWLEDGEMENT OF RECIEPT OF MEMO AND SOQ PACKET
Remit to: Martha L. Salazar or Nielda Cavazos- Hidalgo County Purchasing Department

Received by _____ Print Name/Title _____ Date _____

HIDALGO COUNTY PRECINCT NO 4
FOR
Architectural Services
"On an as Needed Basis"
Scoring & Evaluation GRID

Architectural Services

Total Scores	Dannenbaum Engineering	Mata-Villarreal, Garcia Design	Polkinghorn Architectural Group
Evaluator 1	95	94	93
Evaluator 2	96	92	94
Scores	191	186	187
Average	95.5	93	93.5
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-25371 **23.D.1.**

Hidalgo County-Award of Bid/Contract-"Funeral and Burial Services for H.C.Qualified Indigent Families"

CC REGULAR

Date:	02/22/2011		
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	**Sub-category:**	Health & Human Services Dept.

Information

CAPTION

Recommending award of bid and approval on contract to the sole bidder, Velma Sue DeLeon dba/Memorial Funeral Home, meeting all specifications/requirements, terms and conditions as attached hereto for: "Funeral and Burial Services for Hidalgo County Qualified Indigent Families" - RFB No. 2011-024-01-19-YZV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-444-00-240-002-0-345

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

BUDGETARY IMPACT:

Available balance as of 2-18-11 $103,505
Services will be rendered on as "As Needed Basis"

Attachments

Link: Contract Document#C-11-024-02-22-Velma Sue De Leon dba Memorial Funeral Home

Link: email leagl counsel's approval of Contract Document

Link: Bid Tabulation-Recommendation Memo-Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/17/2011 11:05 AM	APRV
2	Budget & Management	Erika Zamora	02/17/2011 02:07 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/18/2011 08:30 AM	APRV
4	Auditor's Office		02/18/2011 04:25 PM	NEW

Form Started By: Yolanda Velasquez Started On: 02/16/2011 11:00 AM

Final Approval Date: 02/18/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-024-02-22

THIS CONTRACT is made and entered into this **22nd** day of **February, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **Velma Sue De Leon** d/b/a **Memorial Funeral Home** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Funeral and Burial Services for Hidalgo County Qualified Indigent Families" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); 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 Bids (RFB) 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 **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within Hidalgo County following a request for Services by Hidalgo County or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **March 01, 2011** and expiring on **February 28, 2012** and may be extended/renewed at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

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

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

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County:
County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company:
Memorial Funeral Home
Attn: Velma Sue De Leon, Owner
Leon De Leon, Funeral Director
208 East Canton
Edinburg, Texas 78539

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 _____, 2011.

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

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
VELMA SUE DE LEON d/b/a
MEMORIAL FUNERAL HOME

By:_____
Printed Name: Velma Sue De Leon
Title: Owner

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County

"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

Bid Nº 2011-024-01-19-YZV

Bid Opening Date: **January 19, 2011 at 9:30 a.m.**

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Bid Specifications consisting of 5 pages.
4. Attachment "A" Application Location List consisting of 1 page.
5. Exhibit "B" Bid Page consisting of 2 pages.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
8. Vendor/Bidder Application and W-9 Form consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Service Contract consisting of 5 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 Department by calling (956) 318-2626, advise of missing documentation and Purchasing will forward information either through facsimile or by U.S. Mai.

Thank you

Martha L Salazar, CPPB, Purchasing Agent

December 27, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 27, 2010

RE: Hidalgo County-Request for Bids – **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"**
RFB Nº 2011-024-01-19-YZV

Dear Sir/Madam:

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/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2011-024-01-19	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY HEALTH DEPARTMENT
"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

BID OPENING DATE

JANUARY 19, 2011

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 **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFED INDIGENT FAMILIES- Hidalgo County Health Department"** 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-2011-024-01-19-YZV-"Funeral and Burial Services for H. C. Qualified Indigent Families – Hidalgo County-Health Department "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DECEMBER 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-2011-024-01-19-YZV-RFB-FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES – Hidalgo County-Health Department".** 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 - **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES-Hidalgo County Health Department"**
  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

17. Schedule of Events

Bid Opening, 9:30 AM	**JANUARY 19, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 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. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  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 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.

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-HEALTH DEPARTMENT
FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMLIES"
BID NO.: 2011-024-01-19-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"

"FUNERAL & BURIAL SERVICES FOR HIDALGO COUNTY QUALIFIED INDIGENT FAMILIES"

RFB No. 2011-024-01-19-YZV

SCOPE: The County of Hidalgo is seeking a provider for "Funeral & Burial Services for Hidalgo County Qualified Indigent Families", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid. This RFB seeks to solicit interested parties who can bid on the entire process of providing the needed services for a simple yet dignified interment of indigent county residents on a unit basis.

The Hidalgo County Health and Human Services Department is the County's agency designated to coordinate "Funeral and Burial Services" for Hidalgo County's qualified indigent families. Before payment will be made by Hidalgo County, the contractor shall refer families and/or representatives of the deceased to the Hidalgo County Health and Human Services, Attn. Dairen Sarmiento, 1304 S. 25th Avenue, Edinburg, Texas 78539, and/or to the locations listed in Attachment **"A"** for the application screening process Monday through Friday 8:00 a.m. – 5: 00 p.m. The Health and Human Services Department chief or designated agent shall give a voucher to the contractor to claim the body and prepare it for possible burial. When a burial occurs, the unit pricing includes a casket, funeral service and graveside services.

Contractor shall furnish, with the invoice for services, an affidavit of fact, properly made out and sworn to, that these specifications have been strictly adhered to and that he has neither solicited nor received any compensation from any person for the services for which Hidalgo County is being charged.

LICENSE(S)/CERTIFICATION:
Bidder must provide copies of the following licenses as per Texas Occupations Code, Sec. 651-253 General License Requirements.

A) **Funeral Director License**
B) **Establishment Licenses**
C) **Any certifications required by law to conduct such services with the bid in order to be considered for award.**

VOLUME:
The annual estimated quantities contained as part of this bid packet are based on Hidalgo County Health and Human Services Department records for the year 2009. All services will be on an **"AS NEEDED BASIS ONLY"** and there is no guarantee of annual volume.

Annual Estimated Quantities for the Year 2009		
Description: Traditional **Funeral Services**	**Description:** Traditional **Burial Services** with Burial Plot Marker (Single burial plot)	**Description:** Cremations & Internment of Cremated Remains
Adults (12 years and over) and Child (4-11 Years) **68** Infant (0-3 years) **53**	Adults (12 years and over) and Child (4-11 years) **55** Infant (0-3 years) **49**	Adults (12 Years and over) **54** Infants (0-11 Years) **11** Internment of Cremated Remains **0**

OPTION "A"
CREMATION OR TRADITIONAL FUNERAL SERVICES

SPECIFICATIONS:

The following Schedule provides specifications to be followed for Funeral Services:

a) **REMOVABLE OF THE BODY**: The Contractor will provide for removal of the Decedent's body from place of death within Hidalgo County by Hidalgo County contract awarded vendor.
b) **FUNERAL DIRECTOR:** The decedent, at all times, shall be attended by, and interred, or buried, in the presence of a Funeral Director licensed under the laws of the State of Texas. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.
c) **NEXT OF KIN:** At the request of "Next of Kin", any other licensed Funeral Director may claim a body from the awarded Contractor. A family member must sign a release, allowing the Contractor to relinquish the body to the preferred funeral home. The family will then be liable for any and all expenses incurred by the Contractor.
d) **ABSENCE OF NEXT OF KIN OR FAMILY:** In this event, the Contractor must obtain a statement from the Pathologist or Hospital/Healthcare facility that attempts were made to contact family to no avail and that the deceased appears to be indigent. A minimum of 72 hours for a response from the next of kin is required. An affidavit of fact properly made out and sworn to by the Funeral Director will be attached to the invoice for services. In cases of unclaimed bodies, the Contractor will be directed to provide a traditional burial as the method of disposition
e) **PREPARATION OF DECEDENT**: The body of the deceased shall be clean, groomed and placed in the casket and shall be dressed in a new burial robe and new hose made for the sex of the deceased.
f) **EMBALMING:** It is understood that embalming is not specifically required by law or applicable industry standards in every case prior to burial; however, anybody held for more than 24 hours after death must either be maintained at a specified temperature, as required by law or applicable industry standards, or embalmed by a licensed embalmer. If embalming occurs other than as required herein, it is at the discretion of the Contractor and with the approval of the legal Next of Kin (If applicable). Consent must be acquired by the Funeral Home, as required by local, state and federal law. Refrigeration costs are included in the contracted price and no additional reimbursements to the Contractor for the embalming will be made by the County.
g) **VIEWING TIME:** A minimum of two (2) hours of viewing time must be given to the family or representatives of the deceased in the designated chapel of the Contractor.
h) **VIEWING SERVICE:** Religious services may be held at the request of the family of the decedent during the two (2) hours of viewing time The religious service may be conducted by a religious organization free of charge to the family or representatives of the deceased. Any religious services held shall be at no additional cost to the County.
i) **CASKET:** The body shall be interred, or buried, in a new casket of the same general appearance and size as standard caskets, made from good quality wood or metal, thickness of materials to be one inch before surfacing, padded on inside and covered completely on all surfaces with cloth and shall have two handles attached to each side for a minimum of four handles.
j) **FUNERAL PROCEDURE:** The entire funeral procedure, from the time the body is retrieved by the Contractor until the body is transported to a cemetery or in the case of cremation taken to a crematory shall be subject to inspection at any or all of the time by the County. The Contractor must notify Hidalgo County Human and Health Services Department, Attn: Dairen Sarmiento, Director, with the

proper time and place of burial. The Director or any of his/her personnel may conduct inspection(s) of said services.

k) **TRANSPORTATION TO THE CEMETARY:** The body shall be transported from the establishment of the Contractor to the grave site in a conventional type hearse. The burial shall be performed and attended by at least one licensed funeral director and one Contractor employee, and the casket shall be transported by no fewer than two (2) of the Contractor employees with the same dignity, decorum and solemnity to the grave as is conventional at other funerals.

l) **VEHICLE/HEARSE** must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County. **Must include a list of vehicles to be used to provide this service along with vehicle insurance documentation**

m) **CREMATIONS:** If the family has no reservations concerning cremation, Hidalgo County may suggest cremation as a cost reduction measure. However, cremation will not be required if the family objects. The Contractor is responsible for providing the cremation tray and crematory services. In the case of cremation, a direct cremation will be provided there will be no viewing, or services. The Contractor must notify the next of kin or representative when cremation remains are available for retrieval or interment. Cremated remains shall be given to the next of kin or representative or inurned in a grave, crypt or niche not later than the 30th day after the date of cremation. The cremation remains will be placed in a standard box container provided by the Crematory. The Contractor is **not** responsible for providing an urn.

n) **DEATH CERTIFICATES:** Reports of death shall be obtained from the proper authorities as prescribed by the Texas Health and Safety Code Section 191.002 et. seq. These instruments, properly approved, must be available at the time of the interment or cremation. A CERTIFICATE OF BIRTH AND A CERTIFICATE OF DEATH SHALL NOT BE REQUIRED FOR A CHILD THAT HAS NOT ADVANCED TO THE 40TH WEEK IF INTRA-UTERINE GESTATION.

o) **SUBSTITION AND/OR ADDITIONAL SERVICES:** The County contract must be strictly adhered to if the body is to be processed and services paid by the County. Hidalgo County Health and Human Services Department **shall not** be liable for additional services not called for by the contract; both the funeral and burial services would then be treated as private service and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private service

p) **PAYMENT:** Before Hidalgo County Health and Human Services makes payment to the contractor, the contractor shall furnish an itemized invoice for services, and an affidavit, properly sworn to, stating that these specifications have been strictly adhered to, and that contractor has not received, and will not receive, any money or other type compensation form any party for the services for which the Hidalgo County Health and Human Services Department is paying.

OPTION "B"
BURIAL SERVICES

The following Schedule provides specifications to be followed for Burial Services:

1. **BURIAL SCHEDULE:** Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

2. **GRAVE:** Burial shall be in a grave provided in a cemetery. Contractor is required to open and close the grave as appropriate.

3. **BURIAL PROCEDURE:** The entire burial procedure, from the time the body is taken in charge by the Contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

4. **GRAVESIDE SERVICE:** Religious services shall be held at the request of the family of the deceased, or where there is no family, the religious service may be conducted by a minister. Any religious services held shall be at no additional cost to the County.

q) **FUNERAL DIRECTOR:** No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.

5. **BURIAL PLOTS:** All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (No mounding). **Perpetual care is not required.**

6. **SUBSTITUTIONS AND/OR ADDITIONAL SERVICES:** The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If the next of kin or representative desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

TERMS, CONDITIONS AND REQUIREMENTS:

1) The term of the contract is for a period of two (2) year with the County's option to renew for an additional one (1) year under the same rates, terms and conditions.

2) Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.

3) Hidalgo County may award the bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

4) **Hidalgo County** reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.

5) Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

6) Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and/all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us **or via FACSIMILE (956) 318-2629 BY NO LATER THAN** Monday, **January 12, 2011** at 5:00 P.M. Responses will be sent to all applicants via facsimile or email by Wednesday, **January 14, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Attachment "A"

"APPLICATION LOCATION LIST"

HIDALGO COUNTY EHALTH AND HUMAN SERVICES

COUNTY INDIGENT HEALTH CARE PROGRAM

1304 S. 25TH Avenue
Edinburg, TX 78539
Tel: (956) 318-2011 Fax Office: (956) 318-2019 Billing Fax: (956) 318-2018

Edinburg Health Clinic
3105 East Richardson (Schunior) Rd
Edinburg, TX 78539
Tel: (956) 318-2087 or (956) 318-2088
Fax: (956) 383-3478
Norma Saldana – Eligibility Specialist
Miriam Gonzalez-Eligibility Specialist
Cassandra Ortiz-Eligibility Clerk

←NEXT TO HEAD START

Edinburg Regional Medical Center
1102 West Trenton Rd.
Edinburg, TX 78541
Tel: (956) 388-6704
Fax: (956) 388-6025
Gloria Uresti-Eligibility Specialist

McAllen Health Clinic
300 East Hackberry
McAllen, TX 78501
Tel: (956) 682-0824 or (956) 682-1473 Fax: (956) 682-2016
Mayra Cantu-Eligibility Specialist
Joe Garcia – Eligibility Specialist
Leticia Herrera – Eligibility Clerk

←ACROSS MEMORIAL HIGH SCHOOL

McAllen Medical Center
301 West Expressway 83
McAllen, TX 78503
Tel: (956) 971-5645
Fax: (956) 971-5839
Maricela Cerda- Eligibility Specialist

Mission Health Clinic
211 North Schuerbach Rd
Mission, TX 78572
Tel: (956) 581-8596 or (956) 581-9290
Fax: (956)581-9459
Juan Moreno- Eligibility Specialist
Jorge E. Garcia- Eligibility Specialist
Leticia Martinez – Eligibility Clerk

←TIERRA DORADA

Mission Hospital
9006 South Bryan Rd, Suite #103
Mission, TX 78572
Tel: (956) 323-1980
Fax: (956) 323-1937
Ana Salinas – Eligibility Specialist

Weslaco Health Clinic
1901 North Bridge
Weslaco, TX 78596
Tel: (956) 969-4700 or (956) 969-8071
Fax: (956) 969-8268
Xavier Garcia-Eligibility Specialist
Carmen Benavidez-Eligibility Clerk

←NEXT TO NORTHBRIDGE ELEMENTARY

Knapp Medical Center
1401 East 8th Street
Weslaco, TX 78596
Tel: (956) 969-5587
Fax: (956) 969-5338
Laura Villa – Eligibility Specialist

Rio Grande Regional Hospital
222 East Ridge, Suite #118
McAllen, TX 78503
Tel: (956) 632-6586
Fax: (956) 632-6555
Anna B. Rios – Eligibility Specialist

Doctor's Hospital @ Renaissance
5501 South McColl (Wellness Center)
Edinburg, TX 78539
Tel: (956) 362-2441
Fax: (956) 362-2478
Juan Rodriguez – Eligibility Specialist

HIDALGO COUNTY

BID PAGE

OPTION "A"

"FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

Bid No: 2011-024-01-19-YZV

SCHEDULE A: CREMATION OR TRADITIONAL FUNERAL SERVICES

All "Cremations or Traditional Funeral Services" will be **on "ON AN AS NEEDED BASIS ONLY"** . There is no guarantee of any annual volume. The figures provided in the general information Item 7 (page 2), are merely historical quantities for either Option A & B and are subject to change. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

	Description: Cremation or Traditional Funeral Services		Unit	Unit Price must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County.
1	A	Adults (12 yrs and over) Bodies up to 250 lbs.	each	$
	B	Adults (12 yrs and over) Bodies for 251 lbs. to 400 lbs.		$
	C	Adults (12 yrs and over) Bodies over 401 lbs.		$
2	Child (4-11 years)		each	$
3	Infant (0-3 years)		each	$
4	Cremation (12 years and over)		each	$
5	Cremation (0-11 years)		each	$
6	Interment of Cremated Remains		each	$

(Award of Schedule "A" will be made in the aggregate, therefore in order to be considered for an award you must bid on a complete bid on all items listed above).

How long have you been licensed as a Funeral Director and/or Embalmer in the State of Texas? Years:_____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____ **STATE:**_____ **ZIP CODE:**_____

PHONE №:_____ **FAX №:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____ **EMAIL:**_____

HIDALGO COUNTY

BID PAGE

OPTION "B"

"FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

Bid No: 2011-024-01-19-YZV

BURIAL SERVICES:

All "Burial Services" will be on **"ON AN NEEDED AS NEEDED BASIS ONLY".** There is no guarantee of any annual volume. The figures provided under Volume (page 1), are merely historical quantities for either Option A & B and are subject to change. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

	Description: Cremation or Traditional Burial Services price will include opening/closing costs		Unit	Unit Price
1	A	Adults (12 yrs and over) Bodies up to 250 lbs.	each	$
	B	Adults (12 yrs and over) Bodies for 251 lbs. to 400 lbs.		$
	C	Adults (12 yrs and over) Bodies over 401 lbs.		$
2	Child (4-11 years) with burial plot marker (single burial plot)		each	$
3	Infant (0-3 years) with Burial plot marker (single burial plot)		each	$
4	Cost of Plot		each	$
5	Opening/Closing Costs		each	$
6	Concrete liner (if required by cemetery)		each	$

(Award of Schedule "B" will be made in the aggregate, therefore in order to be considered for an award you must bid on a complete bid on all items listed above).

Are you currently registered with the Funeral Services Commission in the State of Texas?_____Yes or No____

If Yes, state how many years _____.If No, briefly give an explanation:_____

_____

_____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____**STATE:**_____**ZIP CODE:**_____

PHONE №:_____**FAX №:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____**EMAIL:**_____

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 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: 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.

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 BID

HIDALGO COUNTY

BID PAGE

OPTION "A"

"FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

Bid No: 2010-292-12-01-YZV

SCHEDULE A: CREMATION OR TRADITIONAL FUNERAL SERVICES

All "Cremations or Traditional Funeral Services" will be **on "ON AN AS NEEDED BASIS ONLY"**. There is no guarantee of any annual volume. The figures provided in the general information Item 7 (page 2), are merely historical quantities for either Option A & B and are subject to change. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

	Description: Cremation or Traditional Funeral Services	**Unit**	Unit Price must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County.
1	Adults (12 years and over)	each	$ 525.00*
2	Child (4-11 years)	each	$ 525.00
3	Infant (0-3 years)	each	$ 425.00
4	Cremation (12 years and over)	each	$ 425.00
5	Cremation (0-11 years)	each	$ 425.00
6	Interment of Cremated Remains	each	$ 200.00

OPENED
9:37
1-19-2011
Witnessed

(Award of Schedule "A" will be made in the aggregate, therefore in order to be considered for an award you must bid on a complete bid on all items listed above).

*DOES NOT INCLUDE OVERSIZE

How long have you been licensed as a Funeral Director and/or Embalmer in the State of Texas? 29 **Years**

BIDDER/COMPANY NAME: MEMORIAL FUNERAL HOME

ADDRESS: 208 E. CANTON

CITY: EDINBURG **STATE:** TX **ZIP CODE:** 78539

PHONE №: 956-380-1416 **FAX №:** 956-380-0207

AUTHORIZED SIGNATURE:

PRINTED NAME: LEON DE LEON

TITLE: FUNERAL DIRECTOR

HIDALGO COUNTY

BID PAGE

OPTION "B"

"FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

Bid No: 2011-024-01-19-YZV

BURIAL SERVICES:

All "Burial Services" will be on **"ON AN NEEDED AS NEEDED BASIS ONLY"**. There is no guarantee of any annual volume. The figures provided under Volume (page 1), are merely historical quantities for either Option A & B and are subject to change. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

	Description: Cremation or Traditional Burial Services price will include opening/closing costs		Unit	Unit Price
1	A	Adults (12 yrs and over) Bodies up to 250 lbs.	each	$
	B	Adults (12 yrs and over) Bodies for 251 lbs. to 400 lbs.		$
	C	Adults (12 yrs and over) Bodies over 401 lbs.		$
2	Child (4-11 years) with burial plot marker (single burial plot)		each	$
3	Infant (0-3 years) with Burial plot marker (single burial plot)		each	$
4	Cost of Plot		each	$
5	Opening/Closing Costs		each	$
6	Concrete liner (if required by cemetery)		each	$

OPENED 9:37 1-19-2011 Witnessed

(Award of Schedule "B" will be made in the aggregate, therefore in order to be considered for an award you must bid on a complete bid on all items listed above).

Are you currently registered with the Funeral Services Commission in the State of Texas?_____Yes or No____

If Yes, state how many years _____.If No, briefly give an explanation:_____

_____

_____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____ **STATE:**_____ **ZIP CODE:**_____

PHONE №:_____ **FAX №:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____ **EMAIL:**_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
COMPANY B:
COMPANY C:
COMPANY D:

INSURED: 255-847-0

MEMORIAL FUNERAL HOME
VELMA SUE DE LEON DBA
PO BOX 125
SAN JUAN TX 78589

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)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR OWNER'S & CONTRACTOR'S PROT [X] BUSINESSOWNER'S POLICY	9317889	08/12/10	08/12/11	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$ 2,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000 $ 50,000 $ 5,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	9317890	08/12/10	08/12/11	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $ $
A	EXCESS LIABILITY [X] UMBRELLA FORM OTHER THAN UMBRELLA FORM	9317892	08/12/10	08/12/11	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL	9317891	08/12/10	08/12/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	 $ 500,000 $ 500,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
2ND LOCATION - 208 EAST CANTON EDINBURG, TX 78539

CERTIFICATE HOLDER

2556470

HIDALGO COUNTY
AUDITING DEPARTMENT
3100 S CLOSNER
EDINBURG TX 78539

2

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25-S (2009/01) © ACORD CORPORATION 1988

TOTAL P.003

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 17, 2011 9:11 AM
To: 'Leticia Saenz'
Subject: FW: Review & Approval of Contract #C-11-024-02-22 (Velma Sue De Leon dba MEMORIAL FUNERAL HOME)-HC

Letty, this may be the start of something GOOOD!!!!!!!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 17, 2011 7:58 AM
To: 'Martha Salazar'
Subject: RE: Review & Approval of Contract #C-11-024-02-22 (Velma Sue De Leon dba MEMORIAL FUNERAL HOME)-HC

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 16, 2011 4:40 PM
To: 'Steve Crain'
Subject: FW: Review & Approval of Contract #C-11-024-02-22 (Velma Sue De Leon dba MEMORIAL FUNERAL HOME)-HC

Mr. Crain:

Please review and comment as to form.

Thanks,

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, February 16, 2011 4:24 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Yolanda Velasquez'
Subject: Review & Approval of Contract #C-11-024-02-22 (Velma Sue De Leon dba MEMORIAL FUNERAL HOME)-HC

Ms. Marty-

Please forward the attached contract document **#C-11-024-02-22-Velma Sue De Leon** d/b/a **MEMORIAL FUNERAL HOME** to legal counsel for review and approval as to form.

Note: Contract has been placed on the next CC agenda for approval of award.

Thank you.

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

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Eddie Olivarez, Chief Administrator
H.C. Health & Human Services
Attn: Dairen Sarmiento

From: Yolanda Velasquez
Purchasing Dept., Buyer II

Date: February 4, 2011

Re: **REQUEST FOR RECOMMENDATION for: RFB-2011-024-01-19-YZV HIDALGO COUNTY-HEALTH AND HUMAN SERVICES DEPARTMENT– "FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"**

We received a sole response to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet along with the copies of bid response for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, FEBRUARY 02, 2011 @ 4:00 p.m. or if possible earlier** 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: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 11-1100-444-00-240-002-0-345

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

Dairen Sarmiento 2/4/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

Dairen Sarmiento

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: JANUARY 19, 2011 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

BID NO: 2011-024-01-19-YZV | **BUYER:** Yolanda Velasquez

BID Nº	NAME OF COMPANY	OPTION "A" CREMATION OR TRADITIONAL FUNERAL SERVICES	
#1	**Memorial Funeral Home Edinburg, Texas**	Adults (12 yrs & older)	1) A) $525.00 ea B) NO RESPONSE C) NO RESPONSE
		Child (4-11 yrs)	2) $525.00 ea
		Infant (0-3 yrs)	3) $425.00 ea
		Cremation (12 yrs & older)	4) $425.00 ea
		Cremations (0-11 yrs)	5) $425.00 ea
		Interment of Crem. Remains	6) $200.00 ea
#2		Adults (12 yrs & older)	1) A) B) C)
		Child (4-11 yrs)	2)
		Infant (0-3 yrs)	3)
		Cremation (12 yrs & older)	4)
		Cremations (0-11 yrs)	5)
		Interment of Crem. Remains	6)
#3		Adults (12 yrs & older)	1) A) B) C)
		Child (4-11 yrs)	2)
		Infant (0-3 yrs)	3)
		Cremation (12 yrs & older)	4)
		Cremations (0-11 yrs)	5)
		Interment of Crem. Remains	6)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: JANUARY 19, 2011 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"-HIDALGO COUNTY-HEALTH AND HUMAN DEPARTMENT BID NO.: 2011-024-01-19-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1Lord & I Cemetery, INC Evelyn/John David Santos	BLM	vwmission@hotmail.com YZV	12/28/10	2200 N. Conway Mission, Texas 78572 Tel: 956-585-2721
2JHighland Memorial Park Ruben Macias	BLM	ruben.macias@sci-us.com YZV	12/28/10	6705 N. FM 88 Weslaco, Texas 78596 Tel: 956-968-5538
3 Rivera Funeral Home Aaron Rivera		Ronrivera55@yahoo.com YZV	12/28/10	1901 Pecan Blvd. McAllen, TX 78501 Tel: 956-618-2373
4 Memorial Funeral Home Leon DeLeon	TR/Email	memfuneral@aol.com YZV	12/28/10	208 East Canton Edinburg, Texas 78539 Tel: 956-380-1416
5. Hidalgo Funeral Home Jose Sanchez Jr./Dora	BLM/EM	josesanchezjr@gmail.com YZV	12/28/10	1501 N. International Blvd Ste 200 Hidalgo, TX 78577 Tel: 956-843-7993
6.Ceballos Funeral Home Linda Ceballos	BLM	Ceballosfuneralhome@yahoo.com YZV	12/28/10	1023 North 23rd McAllen, Texas 78501 Tel: 956
7. Val Verde Memorial Gardens Danny Mills/Esperanza	BLM	valverdememgrdn@aol.com YZV	12/28/10	P. O. Box 671 Donna, Texas 78537 Tel: 956-464-6060
8.Aurora Funeral Home Talyna "Lyna" Morales	Email	Tm4of5@gmail.com	12/28/10	8610 south Cage Blvd Pharr, Texas 78577 Tel: 956-782-6150
9.				
10.				
11				
12				

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

AI-25257 **23.E.1.**

BCAP Application for Payment No.3 Retainage Release & Certificate of Construction Completion - McColl Estates Subdivision Precinct No.2

CC REGULAR

Date:	02/22/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department
Sub-category:	CAP Pct.2

Information

CAPTION

Acceptance and approval of the following:

a. Application for Payment No. 3 (Retainage Release) in the amount of $13,929.70;
b. “Certificate of Construction Completion” reflecting the date of January 11, 2011;

from O. G. Construction Company, LLC for McColl Estates as reviewed and submitted by project engineer R. Gutierrez Engineering Corporation (C-CAP 10-289-09-07).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-206-00-000-014-0-000

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

BUDGETARY IMPACT:

Reference: P.O.# 649491

available retainage in account: $13,527.23

FISCAL YEAR: 1 ACCT. #: 1-1200-206-00-122-018-0-000

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

BUDGETARY IMPACT:

available balance in retainage account: $402.47

13,527.23 + 402.47 = 13,929.70 retainage

Attachments

Link: Application for Payment No.3 Retainage Release McColl estates Subdivision

Link: Certificate of Construction Completion McColl Estates Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Yvette Islas	Yvette Islas	02/10/2011 09:06 AM	APRV
2	Purchasing Department	Marty Salazar	02/15/2011 01:33 PM	APRV
3	Budget & Management	Erika Zamora	02/15/2011 01:37 PM	APRV
4	Roland Garcia	Rolando Garcia	02/17/2011 09:10 AM	APRV
5	Auditor's Office	Linda Fong	02/17/2011 05:30 PM	APRV

Form Started By: Marcie Jackson Started On: 02/09/2011 03:47 PM

Final Approval Date: 02/17/2011

APPLICATION FOR No.3 Retainage Release

To: Hidalgo County (OWNER)
From: OG Construction, L.L.C. (CONTRACTOR)
Contract: C-CAP-10-289-09-07
Project: Road & Drainage Construction for McColl Estates Subdivision
OWNER's Contract No. C-CAP-10-289-09-07 ENGINEER's Project No. ENG08.019B
For Work accomplished through the date of: 23-Dec-2010

1.	Original Contract Price:	$ 134,923.00
2.	Net change by Change Orders and Written Agreements (+ or -):	$ 4,374.00
3.	Current Contract Price (1 plus 2):	$ 139,297.00
4.	Total completed and stored to date:	$ 139,297.00
5.	Retainage (per Agreement):	
	0% of completed Work: $ -	
	10% of stored material: $ -	
	Total Retainage:	$ -
6.	% of Construction $ Amount Completed:	
	100% of contracted $ amount has been completed	
7.	% of Construction Time Completed:	
	60 Original Contract Time in Calendar Days	
	0 Net change by Change Orders and Written Agreements (+ or -)	
	60 Current Contract Time	
	56 Total Contract Days Used to Application Date in Calendar Days	
	93% of contract days have been completed	
8.	Total completed and stored to date less retainage (4 minus 5):	$ 139,297.00
9.	Less previous Application for Payments:	$ (125,367.30)
10.	Balance to Finish:	$ -
11.	AMOUNT DUE THIS APPLICATION	**$ 13,929.70**

REQ# 186234 P.O.# 649491
1-1312-206-00-000-014-0-000→$13,929.70
McCOLL ESTATES SUBDIVISION

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE 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 Payment is in accordance with the Contract Documents and not defective.

Dated 1-Feb-11

OG Construction, L.L.C.
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 1st day of Feb 2011

_____
Notary Public
My Commission expires: 3-10-2013

NORMA LINDA CERDA
My Commission Expires
March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 1-Feb-11

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____

INVOICE RECEIVED BY: _____ ON 2/7/11
GOODS/SERVICES RECEIVED BY: _____ ON 2/7/11

OG Construction, LLC	Contractor Name
October 28, 2010	Starting Date
December 27, 2010	Project Ending Date
10%	Retainage Percent

Application No:	RETAINAGE
Application Date:	February 1, 2011
Period To:	December 23, 2010
Engineer Firm:	R. Gutierrez Engineering Corpation

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No.1	Retainage Application No.1	Payment for Application No.1	Payment Application No.2	Retainage Application No.2	Payment for Application No.2	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080454	McColl Estates	$ 134,923.00	$ 139,297.00	$ 41,419.00	$ 4,141.90	$ 37,277.10	$ 97,878.00	$ 9,787.80	$ 88,090.20	$139,297.00	$ -	$ 13,929.70	$ 125,367.30	$ 125,367.30	$ 13,929.70
		$ 134,923.00	$ 139,297.00	$ 41,419.00	$ 4,141.90	$ 37,277.10	$ 97,878.00	$ 9,787.80	$ 88,090.20	$139,297.00	$ -	$ 13,929.70	$ 125,367.30	$ 125,367.30	$ 13,929.70

Quantity Worksheet

Contractor Name: OG Construction, L.L.C.
Starting Date: 28-Oct-2010
Project Ending Date: 27-Dec-2010
Engineer's / County Project Desc: Road & Drainage Construction for McColl Estates Subdivision

Application: RETAINAGE
Application Date: 1-Feb-2011
Period To: 23-Dec-2010
Engineer's / County Project No.: ENG08 019B

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Application #1			Final Application				Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1		Excavation (Roadway)	CY	$ 5.00	1,551.00	$ 7,755.00	$ 5.00	1,551.00	$ 7,755.00	$ 5.00	1,551.00	$ 7,755.00	1,551.00	1,551.00	$ 7,755.00		1,551.00	$ -	$ 7,755.00	0.00	$ -
2		Embankment (Rdwy)(Dens. Cont.)(Ty C)	CY	$ 10.00	15.00	$ 150.00	$ 10.00	15.00	$ 150.00	$ 10.00	15.00	$ 150.00	15.00	15.00	$ 150.00		15.00	$ -	$ 150.00	0.00	$ -
3		Cell Fiber Seeding (Temp)(Warm)	SY	$ 2.00	1,005.00	$ 2,010.00	$ 2.00	1,005.00	$ 2,010.00	$ 2.00	1,005.00	$ 2,010.00		-	$ -	1,005.00	1,005.00	$ 2,010.00	$ 2,010.00	0.00	$ -
4		Cell Fiber Seeding (Temp)(Cool)	SY	$ 1.50	1,005.00	$ 1,507.50	$ 1.50	1,005.00	$ 1,507.50	$ 1.50	1,005.00	$ 1,507.50		-	$ -	1,005.00	1,005.00	$ 1,507.50	$ 1,507.50	0.00	$ -
5		Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 2.00	2,010.00	$ 4,020.00	$ 2.00	2,010.00	$ 4,020.00	$ 2.00	2,010.00	$ 4,020.00		-	$ -	2,010.00	2,010.00	$ 4,020.00	$ 4,020.00	0.00	$ -
6		Flexible Base (8")(Compl-in-Place)(Ty E)(Gr 4)	CY	$ 37.00	670.00	$ 24,790.00	$ 37.00	670.00	$ 24,790.00	$ 37.00	670.00	$ 24,790.00		-	$ -	670.00	670.00	$ 24,790.00	$ 24,790.00	0.00	$ -
7		Lime Treated Subgrade (6")	SY	$ 3.00	3,626.00	$ 10,878.00	$ 3.00	3,626.00	$ 10,878.00	$ 3.00	3,626.00	$ 10,878.00	3,626.00	3,626.00	$ 10,878.00		3,626.00	$ -	$ 10,878.00	0.00	$ -
8		Lime (TY A or B)	TON	$ 65.00	54.40	$ 3,536.00	$ 65.00	54.40	$ 3,536.00	$ 65.00	54.40	$ 3,536.00	54.40	54.40	$ 3,536.00		54.40	$ -	$ 3,536.00	0.00	$ -
9		Prime Coat (MC-30)	GAL	$ 5.00	580.00	$ 2,900.00	$ 5.00	580.00	$ 2,900.00	$ 5.00	580.00	$ 2,900.00		-	$ -	580.00	580.00	$ 2,900.00	$ 2,900.00	0.00	$ -
10		Asph. Conc. Pav. TY "D" (2")	SY	$ 9.50	2,899.00	$ 27,540.50	$ 9.50	2,899.00	$ 27,540.50	$ 9.50	2,899.00	$ 27,540.50		-	$ -	2,899.00	2,899.00	$ 27,540.50	$ 27,540.50	0.00	$ -
11		Trench Excavation Protection	LF	$ 2.00	48.00	$ 96.00	$ 2.00	48.00	$ 96.00	$ 2.00	48.00	$ 96.00	48.00	48.00	$ 96.00		48.00	$ -	$ 96.00	0.00	$ -
12		Concrete Riprap (CL C)	CY	$ 175.00	42.00	$ 7,350.00	$ 175.00	52.00	$ 9,100.00	$ 175.00	52.00	$ 9,100.00		-	$ -	52.00	52.00	$ 9,100.00	$ 9,100.00	0.00	$ -
13		RCP (CL III)(18")	LF	$ 26.00	108.00	$ 2,808.00	$ 26.00	108.00	$ 2,808.00	$ 26.00	108.00	$ 2,808.00	108.00	108.00	$ 2,808.00		108.00	$ -	$ 2,808.00	0.00	$ -
14		Inlet (TY A)	EA	$ 2,100.00	6.00	$ 12,600.00	$ 2,100.00	6.00	$ 12,600.00	$ 2,100.00	6.00	$ 12,600.00	6.00	6.00	$ 12,600.00		6.00	$ -	$ 12,600.00	0.00	$ -
15		Safety End Treatments (6:1)	EA	$ 450.00	2.00	$ 900.00	$ 450.00	2.00	$ 900.00	$ 450.00	0.00	$ -		-	$ -	-	-	$ -	$ -	0.00	$ -
16		Barricades, Signs & Traffic Handling	MO	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	1.00	1.00	$ 500.00	1.00	2.00	$ 500.00	$ 1,000.00	0.00	$ -
17		Construction Exits (Ty II)(Install)	SY	$ 10.00	84.00	$ 840.00	$ 10.00	84.00	$ 840.00	$ 10.00	84.00	$ 840.00	-	-	$ -	84.00	84.00	$ 840.00	$ 840.00	0.00	$ -
18		Construction Exits (Ty II)(Remove)	SY	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	-	-	$ -	84.00	84.00	$ 252.00	$ 252.00	0.00	$ -
19		Temp Sediment Control Fence	LF	$ 4.00	216.00	$ 864.00	$ 4.00	216.00	$ 864.00	$ 4.00	216.00	$ 864.00	-	-	$ -	216.00	216.00	$ 864.00	$ 864.00	0.00	$ -
20		Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 7.00	2,410.00	$ 16,870.00	$ 7.00	2,410.00	$ 16,870.00	$ 7.00	2,410.00	$ 16,870.00	-	-	$ -	2,410.00	2,410.00	$ 16,870.00	$ 16,870.00	0.00	$ -
21		Concrete Valley Gutter (6-Ft)	LF	$ 24.00	194.00	$ 4,656.00	$ 24.00	194.00	$ 4,656.00	$ 24.00	194.00	$ 4,656.00	129.00	129.00	$ 3,096.00	65.00	194.00	$ 1,560.00	$ 4,656.00	0.00	$ -
22		Small Roadside Sign Assembly (Ty A)	EA	$ 200.00	8.00	$ 1,600.00	$ 200.00	8.00	$ 1,600.00	$ 200.00	8.00	$ 1,600.00	-	-	$ -	8.00	8.00	$ 1,600.00	$ 1,600.00	0.00	$ -
23		RCP (CL III)(15")	LF	$ -	0.00	$ -	$ 28.00	96.00	$ 2,688.00	$ 28.00	96.00	$ 2,688.00	-	-	$ -	96.00	96.00	$ 2,688.00	$ 2,688.00	0.00	$ -
24		Driveways (CONCRETE)	SY	$ -	0.00	$ -	$ 38.00	22.00	$ 836.00	$ 38.00	22.00	$ 836.00	-	-	$ -	22.00	22.00	$ 836.00	$ 836.00	0.00	$ -
		TOTAL ROADWAY IMPROVEMENT AMOUNTS:				$ 134,923.00			$ 140,197.00			$ 139,297.00			$ 41,419.00			$ 97,878.00	$ 139,297.00		0.00

Printed Name: Javier Gutierrez Date: 1-Feb-2011

Signature:

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON THE 11th DAY OF JANUARY 2011, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: September 7, 2010
OWNER: Hidalgo County Precinct No.2
CONSTRUCTION CONTRACTOR: OG Construction, LLC of the City of Edinburg, State of Texas.

PROJECT DESCRIPTION

CONSTRUCTION OF McColl Estates Subdivision
CONTRACT-NO.: C-CAP-10-289-09-07 located in or near the City/Pct. of Precinct 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: None

2. That the sum of 0 dollars and 00/100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$134,923.00
Present Amount of Contract	$139,297.00
Total Amount of earned to date	$139,297.00
Less: previous payments	$125,367.30
Balance	$ 13,929.70
Authorized deductions	$ 0.00
AMOUNT OF FINAL PAYMENT	$ 13,929.70

6. That the final payment in the amount of thirteen thousand nine hundred twenty-nine dollars and seventy cents ($13,929.70) is now due and payable.

_____, P.E.
Engineer's Signature

CONCURRED BY:

O.G. Construction, LLC
CONTRACTOR'S NAME

BY: _____

TITLE: Managing Member

CONCURRED BY:

_____
Hidalgo County

AI-25323 **23.F.1.**

BCAP - Pct 3- Round III - Road & Drainage Construction for Basham No. 14 Subdivision Award Recommendation

CC REGULAR

Date:	02/22/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.3

Information

CAPTION

Presentation of recommendation by project engineer, Javier Hinojosa Engineering for the purpose of award by CC to the lowest bidder meeting all specifications: MJA Construction, LLC in the amount of $179,460.75 for Bid No. CAP-10-396-12-29-YSI “Road & Drainage Construction for Basham #14 Subdivision".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-123-079-0-731/733

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

BUDGETARY IMPACT:

Available funds as of 2/17/11.

Object Code 731: $140,015.25
Object Code 733: $ 68,055.00

Attachments

Link: c brdown 25323
Link: eng recom 25323
Link: txdot conc 25323
Link: btab sheet 25323
Link: exp rprt 25323
Link: ai req 25323

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/15/2011 01:57 PM	APRV
2	Budget & Management	Erika Zamora	02/15/2011 03:24 PM	APRV
3	Perla Lopez	Perla Lopez	02/17/2011 09:27 AM	APRV
4	Auditor's Office		02/18/2011 04:25 PM	PEND

Form Started By: Yvette Islas

Started On: 02/14/2011 04:08 PM

Final Approval Date: 02/18/2011

Basham #14 Subdivision
CSJ: 3C1080079
Cost Breakdown
Precinct 3

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	21.96	STA	$500.00	$10,980.00
2	247	Flex Base (RD DEL) TY "E" GR4	6831	CY	$6.00	$40,986.00
3	251	Reworking Fase Material (DC) (TY D CLII)	6831	SY	$1.25	$8,538.75
4	310	Prime Coat (MC-30)	1365	GAL	$4.00	$5,460.00
5	340	Asph Conc ACP Surface (TY "D") (1.5")	5856	SY	$6.00	$35,136.00
6	502	Barricades, Signs and Traffic Handling	4.5	MO	$1,000.00	$4,500.00
7	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-1)	90	SY	$42.00	$3,780.00
8	5249	Temp Sedmt Cont Fence	610	LF	$2.00	$1,220.00
9	5249	Temp Sedmt Cont Fence (Remove)	610	LF	$0.50	$305.00
10		Relocate Mail Boxes	1	LS	$ 500.00	$500.00
		SubTotal Base Bid →				**$111,405.75**
		DRAINAGE				
1	530	Driveways (Asphalt, Concrete, Pavement)	877	SY	$21.00	$18,417.00
2	530	Driveways (Concrete)	289	SY	$42.00	$12,138.00
3	556	15" ADS Corrugate Pipe	1320	LF	$20.00	$26,400.00
4	556	18" RCP Culvert Pipe	210	LF	$30.00	$6,300.00
5	556	Safety End Treatment	6	EA	$800.00	$4,800.00
		SubTotal Drainage →				**$68,055.00**
		GrandTotal Roadwork Base Bid and Drainage →				**$179,460.75**

Project Length: (LF)	2000	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 189,400.00**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 188,671.09**	
Allowed Increase:	**$ 728.91**	**Amt Inc. $ 47,167.77**

Road Construction Allocation:	$ 140,015.25
Possible 25% Transfer In Other Projects:	$ -
Contingency Transfer In:	$ -
Total Allocation, 25% Transfer and Contingency Transfer	$ 140,015.25
Low Base Bid Roadwork	$111,405.75
Overrun/Underrun	$28,609.50

Drainage Allocation:	$ 58,580.00
Transf. In: Contin. A Hinojosa	$ 9,475.00
Total Allocation and Transfer	$68,055.00
Drainage Cost:	$68,055.00
Overrun/Underrun	$0.00

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

January 5, 2011

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round III
Bid No. CAP-10-396-12-29-YSI
Basham #14 Subdivision

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-10-396-12-29-YSI Basham #14 Subdivisions on December 29, 2010. A total of seven bids were received with MJA Construction, LLC being the low bidder with a total base bid of $179,460.75. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Adams Drive, Barnett Drive and Campbell Drive within Basham #14 Subdivision. MJA Construction, LLC is located in Mission, Texas and has submitted a list of references and previous projects as requested (attached) since they have no previous experience with the County. We recommend award of the contract to the low bidder, MJA Construction, LLC in the amount of $179,460.75.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

MJA Construction, LLC

3100 Hackberry Ave Mission, Texas 78574
Bus: (956) 279-6610 Fax: (956) 843-8357
Sga6610@gmail.com

References

Rolando Silva
Owner
AROX Transport
Mission, Texas
(956) 222-7935

Ricardo Escalona
Owner
R.T.D.T.S. Hauling
Mission, Texas
(956) 821-8792

Patricia (Cookie) Bader
Former Director/Principal/Administrator
Discovery School
1117 East Alberta Rd.
Edinburg, Texas
(956) 345-4679

Francisco Ramirez
Owner
Rames Ropa Usada
Hidalgo, Texas
(956) 648-7849

Tom Hagen
Owner
Hetco Inc.
2714 E Expressway 83
Mission, Texas 78572-0000
(956) 227-0758

MJA Construction, LLC

3100 Hackberry Ave Mission, Texas 78574
Bus: (956) 279-6610 Fax: (956) 843-8357
Sga6610@gmail.com

Kingsley Construction, Inc.
1544 Sawdust Rd.
Spring, Texas
(281) 830-2389
(281) 363-1979

Gilbert Saenz II
Partner
Salinas Allen & Schmitt, LLP
Certified Public Accountants
Weslaco, Texas 78539
Off: (956) 968-2108
Cell: (956) 376-6544

MJA Construction, LLC

3100 Hackberry Ave Mission, Texas 78574
Bus: (956) 279-6610 Fax: (956) 843-8357
Sga6610@gmail.com

Recent Projects:

City of McAllen Balboa Lift Station
Sub for Kingsley construction
(281) 830-2383
McAllen, Texas
Paving of Road

Rames Ropa Usada
Hidalgo, Texas
Slab for warehouse, Asphalt paving, curb and gutter
Installation of septic tanks

Palms Subdivision
Donna, Texas
Sub for Total Commitment
(956) 519-7421
Road construction asphalt paving

Discovery School
Edinburg, Texas
(956) 345-4679
Asphalt paving, curb, gutter and parking lot

BID TABULATION SHEET
Hidalgo County Precinct #3
Hidalgo County Colonia Access Program Project Round III
Basham #14 Subdivision
Bid # CAP-10-396-12-29-YSI
Bid Date: December 29, 2010 @ 9:30 a.m.

Bidder	Total Base Bid	Bid Bond
1. MJA Construction, LLC	$179,460.75 (Correct Amount) $175,628.00 (Read Amount)	Cashier's Check
2. Falconstar Oil, Gas & Construction Services, LLC.	$201,904.39 (Correct Amount) $201,879.39 (Read Amount)	Cashier's Check
3. Sascon, Inc.	$202,086.35	Yes
4. MF Site Construction, Inc.	$212,162.16	Yes
5. Valley Paving, Inc	$225,069.30	Yes
6. O.G. Construction Co., LLC	$231,136.00	Yes
7. Asago, LLC	$254,812.00	Yes

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 7, 2011

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program project in Basham #14 Subdivision (3C1080079) to the low bidder, MJA Construction, for a total bid of $179,460.75.

My records indicate that the bid amounts for this project exceed amounts remaining only for drainage, which can be covered by the roadway under run:

Project	Amount Remaining 01/07/11			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Basham #14	$58,580.00	$171,207.70	$229,787.70	**$68,055.00**	$111,405.75	$179,460.75

Please let me know if you have questions.

Sincerely,

Sharon Slagle

Sharon Slagle
Pharr District Colonia Program Manager

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: December 29, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR BASHAM #14 SUBDIVISION"

BID NO: CAP-10-396-12-29-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	O. G. Construction Co., LLC	$231,136.00	Bid Bond Included
2.	Asago Construction	$254,812.00	Bid Bond Included
3.	M. J. A. Construction LLC	Correct Amount: $179,460.75 Read Amount: $175,628.00	Cashier's Check Included
4.	MF Site Construction, Inc.	$212,162.16	Bid Bond Included
5.	Valley Paving, Inc.	$225,069.30	Bid Bond Included
6.	Sascon, Inc.	$202,086.35	Bid Bond Included
7.	Falcon Star Construction	Correct Amount: $201,904.39 Read Amount: $201,879.39	Cashier's Check Included
8.			
9.			
10.			

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-123-079-0-312	BASHAM #14-INDIRECT COST	.00	6,622.08	.00	.00	6,622.08	.00
0-1312-431-00-123-079-0-334	BASHAM #14-ENG & ARCH SRV	.00	6,116.73	4,369.10	1,747.63	.00	100.00
0-1312-431-00-123-079-0-339	BASHAM #14-OTHER PROFESSIONAL SRVS	.00	6,232.07	6,232.07	.00	.00	100.00
0-1312-431-00-123-079-0-540	BASHAM #14-ADVERTISING	.00	600.00	600.00	.00	.00	100.00
0-1312-431-00-123-079-0-731	BASHAM #14-ROADS	.00	140,015.25	.00	.00	140,015.25	.00
0-1312-431-00-123-079-0-733	BASHAM #14-DRAINAGE DITCHES	.00	58,580.00	.00	.00	58,580.00	.00
0-1312-431-00-123-079-0-899	BASHAM #14-CONTINGENCY	.00	11,712.69	.00	.00	11,712.69	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**229,878.82**	**11,201.17**	**1,747.63**	**216,930.02**	**5.63**
0 YEAR 0		**.00**	**229,878.82**	**11,201.17**	**1,747.63**	**216,930.02**	**5.63**

From:	Agapito Vargas
To:	"Yvette Islas"
Cc:	"Eralio Palacios"; "Norma Ceballos "; "Katia Garcia"; "marcie.jackson"; "Mona"; "Valde "; "dina trevino"
Subject:	Agenda Item Basham #14
Date:	Monday, February 14, 2011 1:21:35 PM
Attachments:	Cost Breakdown b14 01062011.xls exp report b14 01062011.PDF ltr txdot provided concurrence low bid award b14 01072011.pdf Letter of recommendation engineer - Basham No.14 Subdivision.pdf

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Yvette, please place the following item on CC agenda for Tuesday 21st February 2011:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: Basham No. 14 Subdivision (CSJ: 3C1080079)
Project Location: Precinct 3
Low Bidder: MJA Construction, LLC; Mission, TX
Project Engineer: Javier Hinojosa Engineering
Account: 0-1312-431-00-123-079-0-731 & 733

Attached is correspondence from TXDOT providing concurrence, engineer's letter of recommendation, and cost breakdown.
Thanks,

AI-25342 **23.F.2.**

BCAP - Pct 3- Round III - Road & Drainage Construction for La Sueña Subdivision Award Recommendation

CC REGULAR

Date:	02/22/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.3

Information

CAPTION

Presentation of a recommendation by project engineer, Javier Hinojosa Engineering for CC to award to the lowest bidder meeting all specifications: SDM Partners in the amount of $222,050.00 for Bid No. CAP-10-379-12-15-YSI “Road & Drainage Construction for La Sueña Subdivision”.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-123-397-0-731/733

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

BUDGETARY IMPACT:

Available funds as of 2/17/11.

Object Code 731: $161,208.41
Object Code 733: $126,020.00

Attachments

Link: tx dot con award la suena 25342
Link: eng recom la suena 25342
Link: c br down la suena 25342
Link: exp report la suena 25342
Link: b tab sheet la suena 25342
Link: ai req la suena 25342

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/15/2011 04:58 PM	APRV
2	Budget & Management	Erika Zamora	02/16/2011 08:03 AM	APRV
3	Perla Lopez	Perla Lopez	02/17/2011 10:03 AM	APRV
4	Auditor's Office		02/18/2011 04:25 PM	NEW

Form Started By: Yvette Islas

Started On: 02/15/2011 03:01 PM

Final Approval Date: 02/18/2011

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 7, 2011

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program project in La Suena Subdivision (3C1080397) to the low bidder, SDM Partners, for a total bid of $220,050.00.

My records indicate that the bid amounts for this project are less than amounts remaining:

Project	Amount Remaining 01/07/11			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
La Suena	$126,020.00	$206,782.42	$332,802.42	$82,841.00	$137,209.00	$220,050.00

Please let me know if you have questions.

Sincerely,

Sharon Slagle

Sharon Slagle
Pharr District Colonia Program Manager

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

January 5, 2011

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round III
Bid No. CAP-10-379-12-15-YSI
La Sueña Subdivision

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-10-379-12-15-YSI La Sueña Subdivisions on December 15, 2010. A total of nine bids were received with SDM Partners being the low bidder with a total base bid of $220,050.00. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Buena Vista Avenue, Rabbit Run Avenue and Dakota Street within La Sueña Subdivision. SDM Partners is located in Pharr, Texas and has submitted a list of references and previous projects as requested (attached) since they have no previous experience with the County. We recommend award of the contract to the low bidder, SDM Partners in the amount of $220,050.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

S:\OFFICE DOCUMENTS\JHE2011\LETTERS\BID RECOMMENDTION\Flores-Joe-M-01-05-11-2.doc

FACSIMILE TRANSMITTAL SHEET

SDM PARTNERS
200 S. CAGE BLVD., SUITE C
PHARR, TEXAS 78577
TEL: 956-702-8480
FAX: 956-702-8883

To:	Javier Hinojosa Hinojosa Engineering	From:	Rick Salazar
Fax:	956-994-8102	Pages:	4 (including this sheet)
Phone:	956-668-1588	Date:	12-30-10
Re:	S & S PAVING CO. PROJECT HISTORY	cc:	

☐ URGENT ☐ REVIEW ☐ COMMENT ☐ REPLY ☐ PROCESS

CONFIDENTIALITY NOTICE

THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) MAY CONTAIN CONFIDENTIALITY INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY ENGINEER-CLIENT PRIVILEGE. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS INFORMATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY COLLECT TELEPHONE CALL TO ARRANGE FOR THE RETURN OF THE DOCUMENT.

No. 2010 P. 7

S & G PAVING CO.
PROJECT HISTORY

not including all private developments as subdivision etc.

	APPROXIMATE	
HIDALGO COUNTY PRE# 1		
RC BABB & BAR 7	$168,927	ROAD AND STORM DRAINAGE
COLONIA PROJECT GROUP 1	$560,282	ROAD AND STORM DRAINAGE
COLONIA PROJECT GROUP 1	$458,722	ROAD AND STORM DRAINAGE
MONTE ALTO MUNICIPAL PARK	$180,000	PAVING
COUNTY ROADS GROUP I	$580,000	ROAD AND STORM DRAINAGE
COUNTY ROADS GROUP II	$858,000	ROAD AND STORM DRAINAGE
COUNTY ROADS GROUP III	$838,000	ROAD AND STORM DRAINAGE
HIDALGO COUNTY PRE #2		
CONVENTION CENTER	$515,075	ROAD, STORM DRAINAGE AND SANITARY
MCCOLL ROAD WIDENING	$965,000	ROAD, STORM DRAINAGE AND SANITARY
COUNTRY LIVING ESTATES	$105,185	ROAD, STORM DRAINAGE AND SANITARY
HIDALGO COUNTY PRE#3		
MAYBERRY ROAD	$142,885	ROAD AND STORM DRAINAGE
BRUSHLINE RD	$530,000	ROAD AND STORM DRAINAGE
TOMGILL ROAD	$360,000	ROAD AND STORM DRAINAGE
COLONIA VEREDA TROPICAL	$560,000	ROAD, STORM DRAINAGE AND SANITARY
MILE 7 ROAD	$235,000	ROAD AND STORM DRAINAGE
NUEVO ALTON SUBDIVISION	$360,000	ROAD AND STORM DRAINAGE
CITY OF MISSION		
STREET & DRAINAGE PERKINS ST.	$75,000	ROAD AND STORM DRAINAGE

Dec. 30. 2010 10:18AM

No. 5010 P. 3

CITY OF MCALLEN		
MCALLEN GOLF COURSE PARKING LOTS	$120,000	PAVING
CITY OF ALTON		
ALTON INDUSTRIAL PARK	$510,470	ROAD, STORM DRAINAGE AND SANITARY
CITY OF ELSA		
ELSA STREET IMPROVEMENTS	$160,000	ROAD, STORM DRAINAGE AND SANITARY
ELSA INDUSTRIAL PARK	$560,000	ROAD, STORM DRAINAGE AND SANITARY
ELSA SEWER PLANT LIFT STATION	$238,910	ROAD, STORM DRAINAGE AND SANITARY
CITY OF EDCOUCH		
EDCOUCH STREET IMPROVEMENTS	$65,000	ROAD, STORM DRAINAGE AND SANITARY
CITY OF ALAMO		
ALAMO STREET AND SEWER IMPROVEMENTS	$144,535	ROAD, STORM DRAINAGE AND SANITARY
STARR COUNTY PRE#3		
COLONIA ACCESS PROGRAM STREET IMPROVEMENTS	$800,000	ROAD AND STORM DRAINAGE
HIDALGO COUNTY PRE #1		
MONTE ALTO STREETS	$288,800	ROAD AND STORM DRAINAGE
HIDALGO COUNTY PRE#2		
MCCOLL RD WIDENING	$1,560,000	ROAD, STORM DRAINAGE AND SANITARY
SOUTH "I" ROAD	$698,000	ROAD AND STORM DRAINAGE
HIDALGO COUNTY PRE#4		
SUMMERWOOD SUB.	$228,000	ROAD AND STORM DRAINAGE
LA JOYA I.S.D.		
LIBERTY BLVD	$525,000	ROAD AND STORM DRAINAGE

Dec. 30. 2010 10:18AM

CITY OF PHARR		
SUGAR RD PHASE II	$1,750,000	ROAD, STORM DRAINAGE AND SANITARY
INTERNATIONAL BRIDGE WIDENING	$1,550,000	
PALM DR	$750,000	ROAD, STORM DRAINAGE AND SANITARY
CITY OF MERCEDES		
SANITARY SEWER IMPROVEMENTS	$650,000	SANITARY SEWER
STARR COUNTY PRE#3		
COLONIA ACCESS PROGRAM ROUND II STREET IMPROVEMENTS	$1,300,000	ROAD AND STORM DRAINAGE
	$ 19,390,791.00	

BID TABULATION SHEET
Hidalgo County Precinct #3
Hidalgo County Colonia Access Program Project Round III
La Sueña Subdivision
Bid # CAP-10-379-12-15-YSI
Bid Date: December 15, 2010 @ 9:30 a.m.

Bidder	Total Base Bid	Bid Bond
1. SDM Partners	$220,050.00	Cashier's Check
2. Asago, LLC	$299,000.00	Yes
3. Saenz Utility Contractors, LTD	$299,993.25	Yes
4. MF Site Construction, Inc.	$306,111.08	Yes
5. Valley Paving, Inc.	$311,302.80	Yes
6. O.G. Construction Co., LLC	$319,063.00 (Correct Amount) $333,158.00 (Read Amount)	Yes
7. REIM Construction, Inc.	$338,078.90	Yes
8. J.M. Construction	$345,093.00	Yes
9. Sascon, Inc.	$353,233.00 (Correct Amount) $345,733.00 (Read Amount)	Yes

La Suena Subdivision
CSJ: 3C1080397
Cost Breakdown
Precinct 3

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	28.19	STA	$550.00	$15,504.50
2	247	8" Flex Base (Compl in place)(TY D Gr6 CL4)	8770	CY	$5.50	$48,235.00
3	251	Reworking Base Material (DC) (TY D CLII)	8770	SY	$1.00	$8,770.00
4	310	Prime Coat (MC-30)	1754	GAL	$3.50	$6,139.00
5	340	Asph Conc ACP Surface (TY "D") (1.5")	7517	SY	$6.50	$48,860.50
6	502	Barricades, Signs and Traffic Handling	4	LS	$300.00	$1,200.00
7	530	Turnouts (Asphalt, Concrete, Pavement) (PB-1)	90	SY	$15.00	$1,350.00
8	5249	Temp Sedmt Cont Fence	1150	LF	$4.00	$4,600.00
9	5249	Temp Sedmt Cont Fence (Remove)	1150	LF	$2.00	$2,300.00
10		Relocate Mail Boxes	1	LS	$ 250.00	$250.00
		SubTotal Base Bid				**$137,209.00**
		DRAINAGE				
	530	Driveways (Asphalt, Concrete, Pavement)	997	SY	$13.00	$12,961.00
	530	Driveways (Concrete)	1364	SY	$20.00	$27,280.00
	556	15" ADS Corrugate Pipe	2200	LF	$17.00	$37,400.00
	556	18" RCP Culvert Pipe	140	LF	$20.00	$2,800.00
	556	Safety End Treatment	4	EA	$600.00	$2,400.00
		SubTotal Drainage				**$82,841.00**
		GrandTotal Roadwork Base Bid and Drainage				**$220,050.00**

Project Length: (LF)	2460	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 232,962.00**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 231,579.36**	
Allowed Increase:	**$ 1,382.64**	**Amt Inc. $ 57,894.84**

Road Construction Allocation:	$ 161,208.41
Possible 25% Transfer In Other Projects:	$ -
Contingency Transfer In:	$ -
Total Allocation, 25% Transfer and Contingency Transfer	$ 161,208.41
Low Base Bid Roadwork	$137,209.00
Overrun/Underrun	$23,999.41

Drainage Allocation:	$ 126,020.00
Transfer In: Other Projects	
Total Allocation and Transfer	$126,020.00
Drainage Cost:	$82,841.00
Overrun/Underrun	$43,179.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
1-1312-431-00-123-397-0-312	LA SUENA SUBDIVISION-INDIRECT COST	.00	6,776.54	.00	.00	6,776.54	.00
1-1312-431-00-123-397-0-334	LA SUENA SUBDIVISION-ENG & ARCH SRV	.00	6,319.02	6,319.02	.00	.00	100.00
1-1312-431-00-123-397-0-339	LA SUENA SUBDIVISION-OTHER PROFESSNL SRV	.00	9,251.93	9,251.93	.00	.00	100.00
1-1312-431-00-123-397-0-540	LA SUENA SUBDIVISION-ADVERTISING	.00	672.60	672.60	.00	.00	100.00
1-1312-431-00-123-397-0-731	LA SUENA SUBDIVISION-ROADS	.00	161,208.41	.00	.00	161,208.41	.00
1-1312-431-00-123-397-0-733	LA SUENA SUBDIVISION-DRAINGE DITCHES	.00	126,020.00	.00	.00	126,020.00	.00
1-1312-431-00-123-397-0-899	LA SUENA SUBDIVISION-CONTINGENCY	.00	18,259.67	.00	.00	18,259.67	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**328,508.17**	**16,243.55**	**.00**	**312,264.62**	**4.94**
1 YEAR 0		**.00**	**328,508.17**	**16,243.55**	**.00**	**312,264.62**	**4.94**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: December 15, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION

BID NO: CAP-10-379-12-15-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	O.G. Construction Co., LLC	Correct Amount: $319,063.00 Read Amount: $333,158.00	Bid Bond Included
2.	SDM Partners	$220,050.00	Cashier's Check Included
3.	Saenz Utility Contractors, Ltd.	$299,993.25	Bid Bond Included
4.	Asago Construction	$299,000.00	Bid Bond Included
5.	MF Site Construction, Inc.	$306,111.80	Bid Bond Included
6.	REIM Construction Inc.	$338,078.90	Bid Bond Included
7.	J.M. Construction	$345,093.00	Bid Bond Included
8.	Valley Paving, Inc.	$311,302.80	Bid Bond Included
9.	Sascon, Inc.	Correct Amount $353,233.00 Read Amount: $345,733.00	Bid Bond Included
10.			

From:	Agapito Vargas
To:	"Yvette Islas"
Cc:	"Norma Ceballos "; "Mona"; "Eralio Palacios"; "Valde "; "Katia Garcia"; "marcie.jackson"; "dina trevino"
Subject:	Agenda Item - Award Low Bid
Date:	Tuesday, February 15, 2011 2:56:14 PM
Attachments:	ltr txdot provide concurrence low bid award ls 01082011.pdf Letter of Recommendation engineer - La Suena Subdivision.pdf exp report la suena 02152011.PDF Cost Breakdown la suena 12292010.xls
Importance:	High

Yvette, please place the following item on CC agenda for Tuesday 22nd February 2011:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: La Suena Subdivision (CSJ: 3C1080397)
Project Location: Precinct 3
Low Bidder: SDM Partners; Pharr, TX
Project Engineer: Javier Hinojosa Engineering
Account: 1-1312-431-00-123-397-0-731 & 733

Attached is correspondence from TXDOT providing concurrence, engineer's letter of recommendation, expense report and cost breakdown.
Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

AI-25324 **23.F.3.**

BCAP - Pct 3- Round III - Road & Drainage Construction for Ariel Hinojosa Subdivision Award Recommendation

CC REGULAR

Date:	02/22/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.3

Information

CAPTION

Presentation of a recommendation by project engineer, Javier Hinojosa Engineering for award CC to the lowest bidder meeting all specifications: Sascon, Inc. in the amount of $118,113.80 for Bid No. CAP-10-395-12-29-YSI “Road & Drainage Construction for Ariel Hinojosa Subdivision”.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-123-055-0-731/733

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

BUDGETARY IMPACT:

Available funds as of 2/17/11.

Object Code 731: $92,800.00
Object Code 733: $27,400.00

Attachments

Link: c bdown a hino 25324
Link: eng recom a hino 25324
Link: b tab sheet a hino 25324
Link: txdot conc a hino 25324
Link: exp rprt a hino 25324
Link: ai req a hino 25325

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/15/2011 01:58 PM	APRV
2	Budget & Management	Erika Zamora	02/15/2011 03:25 PM	APRV
3	Perla Lopez	Perla Lopez	02/17/2011 09:51 AM	APRV
4	Auditor's Office		02/18/2011 04:25 PM	NEW

Form Started By: Yvette Islas

Started On: 02/15/2011 08:30 AM

Final Approval Date: 02/18/2011

Ariel Hinojosa Subdivision
CSJ: 3C1080055
Cost Breakdown
Precinct 3

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	13.03	STA	$600.00	$7,818.00
2	247	Flex Base (RD DEL) TY "E" GR4	4054	CY	$8.20	$33,242.80
3	251	Reworking Fase Material (DC) (TY D CLII)	4054	SY	$2.00	$8,108.00
4	310	Prime Coat (MC-30)	811	GAL	$5.00	$4,055.00
5	340	Asph Conc ACP Surface (TY "D") (1.5")	3475	SY	$8.00	$27,800.00
6	501	Barricades, Type III	1	EA	$750.00	$750.00
7	502	Barricades, Signs and Traffic Handling	3	LS	$1,000.00	$3,000.00
8	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	30	SY	$28.00	$840.00
9	5249	Temp Sedmt Cont Fence	210	LF	$5.00	$1,050.00
10	5249	Temp Sedmt Cont Fence (Remove)	210	LF	$5.00	$1,050.00
11		Relocate Mail Boxes	1	LS	3000	$3,000.00
		SubTotal Base Bid →				**$90,713.80**
		DRAINAGE				
	530	Driveways (Asphalt, Concrete, Pavement)	325	SY	$28.00	$9,100.00
	530	Driveways (Concrete)	195	SY	$40.00	$7,800.00
	556	15" ADS Corrugate Pipe	450	LF	$15.00	$6,750.00
	556	18" RCP Culvert Pipe	70	LF	$25.00	$1,750.00
	556	Safety End Treatment	2	EA	$1,000.00	$2,000.00
		SubTotal Drainage →				**$27,400.00**
		GrandTotal Roadwork Base Bid and Drainage →				**$118,113.80**

Project Length: (LF)	1310	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 124,057.00**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 121,461.95**	
Allowed Increase:	**$ 2,595.05**	**Amt Inc. $ 30,365.49**

Road Construction Allocation:	$ 92,800.00	
Possible 25% Transfer In Other Projects:	$ -	
Contingency Transfer In:	$ -	
Total Allocation, 25% Transfer and Contingency Transfer	$ 92,800.00	
Low Base Bid Roadwork	$90,713.80	
Overrun/Underrun	$2,086.20	*

Drainage Allocation:	$ 24,310.00
Transfer In: A. Hinojosa Roadwo	$ 3,090.00
Total Allocation and Transfer	$27,400.00
Drainage Cost:	$27,400.00
Overrun/Underrun	$0.00

Ariel Hinojosa Subdivision
CSJ: 3C1080055
Cost Breakdown
Precinct 3

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

January 5, 2011

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round III
Bid No. CAP-10-395-12-29-YSI
Ariel Hinojosa Subdivision

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-10-395-12-29-YSI Ariel Hinojosa Subdivisions on December 29, 2010. A total of five bids were received with Sascon, Inc. being the low bidder with a total base bid of $118,113.80. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Paula Street within Ariel Hinojosa Subdivision. Sascon, Inc. is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Sascon, Inc. in the amount of $118,113.80.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

BID TABULATION SHEET
Hidalgo County Precinct #3
Hidalgo County Colonia Access Program Project Round III
Ariel Hinojosa Subdivision
Bid # CAP-10-395-12-29-YSI
Bid Date: December 29, 2010 @ 9:30 a.m.

Bidder	Total Base Bid	Bid Bond
1. Sascon, Inc.	$118,113.80	Yes
2. Valley Paving, Inc.	$118,648.00	Yes
3. O.G. Construction Co., LLC	$130,571.50	Yes
4. MF Site Construction, Inc.	$132,328.02	Yes
5. Asago, LLC	$154,505.00	Yes

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: December 29, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR ARIEL HINOJOSA SUBDIVISION "

BID NO: CAP-10-395-12-29-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Asago Construction	$154,505.00	Bid Bond Included
2.	O. G. Construction Co., LLC	$130,571.50	Bid Bond Included
3.	MF Site Construction, Inc.	$132,328.02	Bid Bond Included
4.	Valley Paving Inc.	$118,648.00	Bid Bond Included
5.	Sascon, Inc.	$118,113.80	Bid Bond Included
6.			
7.			
8.			
9.			
10.			

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 7, 2011

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program project in Ariel Hinojosa Subdivision (3C1080055) to the low bidder, Sascon, Inc., for a total bid of $118,113.80.

My records indicate that the bid amounts for this project exceed amounts remaining only for drainage, which can be covered by the roadway under run:

Project	Amount Remaining 01/07/11			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Ariel Hinojosa	$24,310.00	$111,196.25	$135,506.25	**$27,400.00**	$90,713.80	$118,113.80

Please let me know if you have questions.

Sincerely,

Sharon Slagle

Sharon Slagle
Pharr District Colonia Program Manager

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
1-1312-431-00-123-055-0-312	ARIEL HINOJOSA SUBD-INDIRECT COST	.00	3,536.80	.00	.00	3,536.80	.00
1-1312-431-00-123-055-0-334	ARIEL HINOJOSA SUBD-ENG&ARCH SRV	.00	2,576.42	2,576.42	.00	.00	100.00
1-1312-431-00-123-055-0-339	ARIEL HINOJOSA SUBD-OTHER PROF SRVS	.00	3,754.24	3,754.24	.00	.00	100.00
1-1312-431-00-123-055-0-540	ARIEL HINOJOSA SUBD-ADVERTISING	.00	489.30	489.30	.00	.00	100.00
1-1312-431-00-123-055-0-731	ARIEL HINOJOSA SUBD-ROADS	.00	92,800.00	.00	.00	92,800.00	.00
1-1312-431-00-123-055-0-733	ARIEL HINOJOSA SUBD-DRAINAGE DITCHES	.00	27,400.00	.00	.00	27,400.00	.00
1-1312-431-00-123-055-0-899	ARIEL HINOJOSA SUBD-CONTINGENCY	.00	2,561.32	.00	.00	2,561.32	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**133,118.08**	**6,819.96**	**.00**	**126,298.12**	**5.12**
1 YEAR 0		**.00**	**133,118.08**	**6,819.96**	**.00**	**126,298.12**	**5.12**

From:	Agapito Vargas
To:	"Yvette Islas"
Cc:	"Norma Ceballos "; "Eralio Palacios"; "Katia Garcia"; "dina trevino"; "Valde "; "marcie.jackson"; "Mona"
Subject:	Agenda Item BCAP Project Ariel Hinojosa
Date:	Monday, February 14, 2011 4:35:50 PM
Attachments:	ltr txdot provide concurrence low bid award ah 01072011.pdf Cost Breakdown ariel hinojosa.xls exp report ariel hinojosa 02142011.PDF Letter of recommandation engineer - Ariel Hinojosa Subdivision.pdf

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Yvette, please place the following item on CC agenda for Tuesday 22nd February 2011:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: Ariel Hinojosa Subdivision (CSJ: 3C1080055)
Project Location: Precinct 3
Low Bidder: Sascon, Inc. McAllen, TX
Project Engineer: Javier Hinojosa Engineering
Account: 1-1312-431-00-123-055-0-731 & 733

Attached is correspondence from TXDOT providing concurrence, engineer's letter of recommendation, and cost breakdown.

AI-25380 **23.G.1.**

BCAP - Pct 4 - Round III - Road & Drainage Construction for Las Brisas, Seminary Village, & Foster Subdivisions

CC REGULAR

Date:	02/22/2011
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-10-397-12-29-YSI “Road & Drainage Construction for Las Brisas Subdivision”;
b. CAP 10-398-12-29-YSI “Road & Drainage Construction for Seminary Village Subdivision”;
c. CAP-11-021-02-02-YSI “Road & Drainage Construction for Foster Subdivision”;
in as much as bids submitted/received were all over budget.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** Fund 1200&1312

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

BUDGETARY IMPACT:

Seminary Village
1-1312-431-00-124-657-0-731 $103,524.20
0-1200-431-00-124-657-0-731 $ 2,199.65
1-1312-431-00-124-657-0-733 $ 36,400.00

Las Brisas
1-1312-431-00-124-406-0-731 $ 96,384.25
0-1200-431-00-124-406-0-731 $ 7,092.20
1-1312-431-00-124-406-0-733 $ 65,370.55

Foster Subdivision
1-1312-431-00-124-274-0-731 $ 59,889.34
1-1312-431-00-124-274-0-733 $ 16,108.00

Attachments

Link: ai req 25380

Link: cost br downs 25380

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/17/2011 11:06 AM	APRV
2	Budget & Management	Erika Zamora	02/17/2011 02:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/18/2011 08:13 AM	APRV
4	Auditor's Office		02/18/2011 04:25 PM	NEW

Form Started By: Yvette Islas Started On: 02/16/2011 01:37 PM

Final Approval Date: 02/18/2011

From:	Agapito Vargas
To:	"Yvette Islas"; "Martha Salazar"
Cc:	humberto.garza@co.hidalgo.tx.us; "Gloria Beltran"; "Janie Alejos"; "Juan M. Carranza"; johnpaul.lugo@co.hidalgo.tx.us; "Valde "; "Sharon Slagle"; "marcie.jackson"
Subject:	Agenda Item - BCAP Precinct 4
Date:	Wednesday, February 16, 2011 3:06:39 PM
Attachments:	Cost Breakdown foster 02072011.xls Cost Breakdown Las Brisas Subdiv 3rd bid opening 01192011.xls Cost Breakdown seminary village 3rd bid.xls

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Yvette;

As concurred and approved by Precinct 4 staff, please reject all bids for the following 3rd Call Colonias Projects:
Las Brisas Subdivision, Seminary Village (bids were opened 12/29/2010), and Foster Subdivision (bids were opened 02/02/2011) . All of the bids were over budget as indicated in the attached spreadsheets. Precinct 4 staff has decided to construct these projects using Precinct Force Account staff.

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

Las Brisas Subdivision
CSJ: 3C1080406
Cost Breakdown
Precinct 4

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	13.26	STA	$1,000.00	$13,260.00
2	152	Road Grader Work (Dens Cont)	5774	SY	$3.00	$17,322.00
3	247	Flex Base Compl in Place TY "D" Cl II	5596	CY	$8.00	$44,768.00
4	260	Lime Treatment for Base Course	28	TON	$176.00	$4,928.00
5	275	Cement for Subgrade (Road Mixed)	29	TON	$230.00	$6,670.00
6	310	Prime Coat Asphalt Material	955	GAL	$4.00	$3,820.00
7	340	Dense Graded Hot Mix Asph Conc (TY "D") (1.5")	4773	SY	$9.00	$42,957.00
8	500	Mobilization	1	LS	$2,000.00	$2,000.00
9	502	Barricades, Signs and Traffic Handling	2	LS	$700.00	$1,400.00
10	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-1)	1	SY	$1,500.00	$1,500.00
		SubTotal Base Bid →				**$138,625.00**
		DRAINAGE				
1	402	Trench Excavation Protection	617	LF	3	$1,851.00
2	464	RCP (CL III) (18")	45	LF	$34.00	$1,530.00
3	464	RCP (CL III) (24")	954	LF	$37.00	$35,298.00
4	464	18" RCP Storm Drain CL III (Remove)	382	LF	$9.00	$3,438.00
5	465	6 X 4 Type "A" Curb Inlet	4	EA	$3,100.00	$12,400.00
6	465	48" Storm Sewer Manhole	2	EA	$2,200.00	$4,400.00
7	465	6' Valley Gutter	28	SY	$44.00	$1,232.00
8	466	Headwall (24" Drain)	1	EA	$1,950.00	$1,950.00
9	506	Temp Sedmt Cont Fence (Install)	136	LF	$3.00	$408.00
10	506	Temp Sedmt Cont Fence (Remove)	136	LF	$2.00	$272.00
11	529	18" X 12" Concrete Curb and Gutter	2801	LF	$9.00	$25,209.00
12	530	Driveways (Asphalt, Concrete, Pavement)	328	SY	$10.00	$3,280.00
13	530	Driveways (Concrete)	92	SY	$52.00	$4,784.00
14	556	Safety End Treatment	2	EA	$750.00	$1,500.00
15	0	Connect to Existing Ditch	1	LF	$3,500.00	$3,500.00
		SubTotal Drainage →				**$101,052.00**
		GrandTotal Roadwork Base Bid and Drainage →				**$239,677.00**

Project Length: (LF)	1350	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 127,845.00**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 130,000.00**	
Allowed Increase:	**Inc. Not Allowed**	**Amt Inc. $ -**

Road Construction Allocation:	$ 96,384.25
Possible 25% Transfer In Other Projects:	$ 7,092.00
Contingency Transfer In:	$ -
Total Allocation, 25% Transfer and Contingency Transfer	$ 103,476.25
Low Base Bid Roadwork	$138,625.00
Overrun/Underrun	($35,148.75)

Drainage Allocation:	$ 65,370.55
Transfer In: Other Projects	$ 12,830.00
Total Allocation and Transfer	$78,200.55
Drainage Cost:	$101,052.00
Overrun/Underrun	($22,851.45)

Seminary Village Subdivision
CSJ: 3C1080657
Cost Breakdown
Precinct 4

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	14.37	STA	$700.00	$10,059.00
2	152	Road Grader work (Dens Cont) Subgrade	4364	SY	$3.50	$15,274.00
3	247	Flex Base (RD DEL) TY "E" GR4	4100	CY	$7.50	$30,750.00
4	260	Lime Treatment (for Base Course)	46	TON	$177.00	$8,142.00
5	275	Cement for Subgrade (Road Mixed)	32	TON	$250.00	$8,000.00
6	310	Prime Coat (MC-30)	798	GAL	$5.00	$3,990.00
7	340	Asph Conc ACP Surface (TY "D") (1.5")	3832	SY	$9.75	$37,362.00
8	500	Mobilization	1	LS	$3,000.00	$3,000.00
9	502	Barricades, Signs and Traffic Handling	2	MO	$1,000.00	$2,000.00
10	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	2	SY	$1,500.00	$3,000.00
		SubTotal Base Bid →				**$121,577.00**
		DRAINAGE				
1	402	Trench Excavation Protection	629	LF	$ 3.00	$1,887.00
2	464	RCP (CL III) (18")	95	LF	$32.00	$3,040.00
3	464	RCP (CL III) (15")	534	LF	$22.00	$11,748.00
4	467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	4	EA	$700.00	$2,800.00
5	506	Temp Sedmt Cont Fence	300	LF	$3.00	$900.00
6	506	Temp Sedmt Cont Fence (Remove)	300	LF	$1.00	$300.00
7	530	Driveways (Asphalt, Concrete, Pavement)	283	SY	$10.00	$2,830.00
8	530	Driveways (Concrete)	311	SY	$46.00	$14,306.00
		SubTotal Drainage →				**$37,811.00**
		GrandTotal Roadwork Base Bid and Drainage →				**$159,388.00**

Project Length: (LF)	1425.6	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 135,004.32**	**Amount Increase:** **$0.00**
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 135,000.00**	
Allowed Increase:	**$ 4.32**	

Road Construction Allocation:	$ 103,524.20
Possible 25% Transfer In Other Projects:	$ -
Contingency Transfer In:	$ 7,500.00
Total Allocation, 25% Transfer and Contingency Transfer	$ 111,024.20
Low Base Bid Roadwork	$121,577.00
Overrun/Underrun	($10,552.80)

Road and Bridge acct # 0-1200-431-00-124-657-0-731:**$2,199.65**

Drainage Allocation:	$ 36,400.00
Transfer In: Other Projects	
Total Allocation and Transfer	$36,400.00
Drainage Cost:	$37,811.00
Overrun/Underrun	($1,411.00)

Colonia Foster Subdivision
CSJ: 3C1080274
Cost Breakdown
Precinct 4

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	11.14	STA	$350.00	$3,899.00
2	134	Backfill Type "A"	11.14	STA	$125.00	$1,392.50
3	152	6" Road Grader Work (Dens Cont) Subgrade	3500	SY	$2.25	$7,875.00
4	164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	1	LS	$3,000.00	$3,000.00
5	247	8" Flex Base (DC) TY "D" GR6 CL6	3500	CY	$7.85	$27,475.00
6	260	Lime Treated (Subgr) (3%)	3500	SY	$1.35	$4,725.00
7	260	Lime Treated (Base) (1.5%)	3500	SY	$1.35	$4,725.00
8	310	Prime Coat (MC-30)	600	GAL	$4.00	$2,400.00
9	340	Asph Conc ACP Surface (TY "D") (1.5")	3000	SY	$7.25	$21,750.00
10	500	Mobilization	1	LS	$2,000.00	$2,000.00
11	502	Barricades, Signs and Traffic Handling	3	MO	$900.00	$2,700.00
12	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	1	EA	$1,500.00	$1,500.00
		SubTotal Base Bid				**$83,441.50**
		DRAINAGE				
1	530	Driveways (Asphalt, Concrete, Pavement)	766	SY	$14.00	$10,724.00
2	556	15" ADS Corrugate Pipe	600	LF	$17.00	$10,200.00
3	5249	Temp Sedmt Cont Fence	150	LF	$4.00	$600.00
		SubTotal Drainage				**$21,524.00**
		GrandTotal Roadwork Base Bid and Drainage				**$104,965.50**

Project Length: (LF)		1000
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**94,700.00**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**95,000.00**
Allowed Increase:	**Inc. Not Allowed**	**Amt Inc. $ -**

Road Construction Allocation:	$	59,889.34
Possible 25% Transfer In Other Projects:	$	-
Contingency Transfer In:	$	13,895.80
Total Allocation, 25% Transfer and Contingency Transfer	$	73,785.14
Low Base Bid Roadwork		$83,441.50
Overrun/Underrun		($9,656.36)

Drainage Allocation:	$ 16,108.00
Transfer In: Other Projects	
Total Allocation and Transfer	$16,108.00
Drainage Cost:	$21,524.00
Overrun/Underrun	($5,416.00)

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:** 14-Feb-11

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 B	$ 6,125.00
	5.4L AUTOMATIC	STD		WITH PATROL PACKAGE	
FSD	FACTORY STEEL AND	$ 925.00		EQUIPMENT AS PER 2010 MODELS	
	DELIVERY SURCHARGE			ON PO# 637260	
	AM-FM CD TILT/CRUISE	STD		SEE UPGRADE BELOW	
875	3RD ROW SEAT	$ 820.00			

Total of B. Published Options: $ 7,870.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 22.7 %

Options	Bid Price	Options	Bid Price
PATROL PACKAGE WITH 100 WATT	$ 6,828.00	DELETE SCREEN BEHIND 2ND ROW SEATS	INCL
RADIO, SAFETY VISION VIDEO PKG	INCL	ADD REAR WINDOW SCREENS	
SAME AS PER 3 2010 MODELS	INCL		
SAL'S GRAPHICS PACKAGE	INCL		
REAR DOOR WINDOW ARMOR	INCL		
ESTIMATED DELIVERY IN 120-150 DAYS	NOTE		
2011 MODEL WITH WHITE EXTERIOR	YES		
UPGRADED LIGHT BAR INCLUDED	YES		

Total of C. Unpublished Options: $ 6,828.00

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ miles $ -

F. Total of A + B + C + D + E = F $ 36,875.00

G. Quantity Ordered 1 **x F =** $ 36,875.00

H. BUYBOARD Administrative Fee ($400 per purchase order) $ 400.00

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 37,275.00

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:** 14-Feb-11

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 B	$ 6,125.00
	5.4L AUTOMATIC	STD		WITH PATROL PACKAGE	
FSD	FACTORY STEEL AND	$ 925.00		EQUIPMENT AS PER 2010 MODELS	
	DELIVERY SURCHARGE			ON PO# 637260	
	AM-FM CD TILT/CRUISE	STD		SEE UPGRADE BELOW	

Total of B. Published Options: $ 7,050.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 23.4 %

Options	Bid Price	Options	Bid Price
PATROL PACKAGE WITH 100 WATT	$ 6,828.00		
RADIO, SAFETY VISION VIDEO PKG	INCL		
SAME AS PER 3 2010 MODELS	INCL		
SAL'S GRAPHICS PACKAGE	INCL		
REAR DOOR WINDOW ARMOR	INCL		
ESTIMATED DELIVERY IN 120-150 DAYS	NOTE		
2011 MODEL WITH WHITE EXTERIOR	YES		
UPGRADE LIGHT BAR INCLUDED	YES		

Total of C. Unpublished Options: $ 6,828.00

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ **miles** $ -

F. Total of A + B + C + D + E = F $ 36,055.00

G. Quantity Ordered 1 **x F =** $ 36,055.00

A one time fee has been accounted for

H. BUYBOARD Administrative Fee ($400 per purchase order) $ ~~400.00~~

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ ~~36,455.00~~

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00189532
PO #
Date: 02/03/11

Bill To: x
x

Vendor : 220779
PHILPOTT MOTORS LTD
P.O. BOX 876
PORT NECHES TX 77651
FAX (254)865-9118

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT# 281-07		
		DO NOT DUPLICATE ORDER		
1.00	EACH	FULLY EQUIPPED 2010 FORD EXPEDITION W/EMERGENCY EQUIPMENT & DECALS	22,177.00	22,177.00
1.00	EACH	PUBLISHED OPTIONS	7,050.00	7,050.00
1.00	EACH	UNPUBLISHED OPTIONS	6,828.00	6,828.00
1.00	EACH	FULLY EQUIPPED 2010 FORD EXPEDITION W/EMERGENCY EQUIPMENT & DECALS	22,177.00	22,177.00
1.00	EACH	PUBLISHED OPTIONS	7,870.00	7,870.00
1.00	EACH	UNPUBLISHED OPTIONS	6,828.00	6,828.00
1.00	EACH	BUY BOARD ADMINISTRATIVE FEE ($400 PER PURCHASE ORDER)	400.00	400.00
		Account No	Encumbrance	
		1-1284-423-00-280-042-0-741	73,330.00	
			Freight	.00
			Total	73,330.00
		overridden by janie alvarez		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-25325 **24.D.**

Hilda Caceres v. Hidalgo County, Cause #CL-11-0286-A

CC REGULAR

Date:	02/22/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Hilda Caceres v. Hidalgo County, Cause #CL-11-0286-A

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/15/2011 11:24 AM	APRV
2	Auditor's Office	Linda Fong	02/17/2011 04:26 PM	APRV
3	Purchasing Department	Marty Salazar	02/18/2011 08:03 AM	APRV

Form Started By: Angela Garcia — Started On: 02/15/2011 09:20 AM

Final Approval Date: 02/18/2011

AI-25418 **24.E.**

Cause #709-CV-00316; Alma Sanchez v. Hidalgo Co. Sheriff's Dept.
CC REGULAR

Date:	02/22/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Cause #709-CV-00316; Alma Sanchez v. Hidalgo Co. Sheriff's Dept.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/18/2011 09:09 AM	APRV
2	Auditor's Office	Linda Fong	02/18/2011 01:29 PM	APRV
3	Purchasing Department	Marty Salazar	02/18/2011 02:14 PM	APRV
Form Started By: Angela Garcia			Started On: 02/18/2011 08:39 AM	
Final Approval Date: 02/18/2011				

AI-25431 **24.F.**

Claim of Estate of Claudia Ortiz, deceased, et al

CC REGULAR

Date:	02/22/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Claim of Estate of Claudia Ortiz, deceased, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2011 01:53 PM	APRV
2	Auditor's Office	Linda Fong	02/18/2011 03:53 PM	APRV
3	Purchasing Department	Marty Salazar	02/18/2011 04:19 PM	APRV
Form Started By: Monica Badillo			Started On: 02/18/2011 01:45 PM	
Final Approval Date: 02/18/2011				

AI-25326 **25.D.**

Hilda Caceres v. Hidalgo County, Cause #CL-11-0286-A

CC REGULAR

Date:	02/22/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Hilda Caceres v. Hidalgo County, Cause #CL-11-0286-A

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/18/2011 08:03 AM	PEND
2	Auditor's Office	Linda Fong	02/17/2011 04:26 PM	APRV
3	Purchasing Department	Marty Salazar	02/18/2011 08:03 AM	APRV
Form Started By: Angela Garcia			Started On: 02/15/2011 09:42 AM	
Final Approval Date: 02/18/2011				

AI-25419 **25.E.**

Cause #709-CV-00316; Alma Sanchez v. Hidalgo Co. Sheriff's Dept.
CC REGULAR

Date:	02/22/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Cause #709-CV-00316; Alma Sanchez v. Hidalgo Co. Sheriff's Dept.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/18/2011 02:14 PM	NEW
2	Auditor's Office	Linda Fong	02/18/2011 01:29 PM	APRV
3	Purchasing Department	Marty Salazar	02/18/2011 02:14 PM	APRV
Form Started By: Angela Garcia			Started On: 02/18/2011 08:41 AM	
Final Approval Date: 02/18/2011				

AI-25432 **25.F.**

Claim of Estate of Claudia Ortiz, deceased, et al

CC REGULAR

Date:	02/22/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Claim of Estate of Claudia Ortiz, deceased, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2011 01:53 PM	APRV
2	Auditor's Office	Linda Fong	02/18/2011 03:53 PM	APRV
3	Purchasing Department	Marty Salazar	02/18/2011 04:19 PM	APRV
Form Started By: Monica Badillo			Started On: 02/18/2011 01:46 PM	
Final Approval Date: 02/18/2011				

AI-25362 **23.H.1.**

Purchase of Two (2) 2010 or Newer Ford Expeditions
CC REGULAR

Date:	02/22/2011
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) New 2010 or newer Ford Expeditions** fully equipped for a total of **$73,330.00** which includes $400.00 buy-board pricing and delivery fees for -Project #2011-090-OGG); or in the alternative,

b. Authority to advertise sealed competitive procurement for the purchase of: Two (2) 2010 or newer Ford Expeditions to include options as described on attached specifications or equivalent.

BACKGROUND

As requested by Lt. Richard Ozuna; account #1-1284-423-00-280-042-0-741 has been appropriated for proposed purchase.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-423-00-280-042-0-741

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Funding available as of 2-18-11
Requisition# 189532

Attachments

Link: 11-090

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/16/2011 01:28 PM	APRV
2	Budget & Management	Erika Zamora	02/16/2011 03:03 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/18/2011 09:48 AM	APRV
4	Auditor's Office	Linda Fong	02/18/2011 03:49 PM	APRV

Form Started By: Oscar Garza — Started On: 02/16/2011 08:36 AM

Final Approval Date: 02/18/2011