



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2011

PRODUCER Phone: 210-402-0288 Fax: 210-402-4032
Insurance One Agency, LC
601 Embassy Oak, Suite 101
San Antonio TX 78216

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
PSM/ASL Holdings, Inc.
FOR CLIENT: Matt's Building Materials Inc.
404 E Expressway 83
Pharr, TX 78577

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Co.	22945
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	TSF0001220354	2/1/2011	2/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

RECEIVED
 FEB 08 2011
 By *[Signature]*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
THIS CERTIFICATE CONFERS NO ADDITIONAL INSURED RIGHTS UPON THE CERTIFICATE HOLDER. This policy covers only those employees under contract between the Insured and its client and any other worksites where the contracted employees of the client are engaged in work. A Waiver of Subrogation applies to Workers' Compensation coverage in favor of the certificate holder.
Job Location: 2812 S. Business Highway 281 Edinburg, TX. 78539

CERTIFICATE HOLDER

The County of Hidalgo
2812 S. Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]*



PURCHASING DEPARTMENT
County Of Hidalgo

January 3, 2012

Matt's Building Material, Inc.
Danny Smith, President
404 E. Expressway 83
Pharr, Texas 78577

CERTIFIED MAIL
7099 3220 0002 9745 6586
Via E-mail: mattscorp@aol.com
Via Facsimile: (956) 787-6953

Re: Extension of Agreement No. C-215-01-11-Carpentry and Construction Materials & Supplies-Hid
Co

Dear Mr. Smith:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of January 10, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, January 4, 2011, via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager

REQUIREMENTS AGREEMENT
C-10-215-01-11

THIS AGREEMENT (the "Agreement") is entered into this 11th day of January, 2011 by and between **Matt's Building Materials, Inc., a Corporation Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Carpentry and Construction Materials & Supplies,**" as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are 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 "**Carpentry and Construction Materials & Supplies**" in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from January 11, 2011 to January 10, 2012 with the option to renew for an additional two(2) one (1) year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

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

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: Matt's Building Material, Inc.
 Attn: Danny Smith, President
 404 E. Expressway 83
 Pharr, Texas 78589

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.

- 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, January 11, 2011

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

By: [Signature]

HIDALGO COUNTY

By: [Signature]
Ramon Garcia, County Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 1/11/11

Vendor: [Signature]
By: [Signature]
Printed Name: DANNY SMITH
Title: PRESIDENT
Date: FEBRUARY 2, 2011

EXHIBIT “A”

**REQUEST FOR BID (RFB)
PROCUREMENT PACKET**



PURCHASING DEPARTMENT
County Of Hidalgo

October 04, 2010

Re: **HIDALGO COUNTY FACILITIES MANAGEMENT**
Request for Bids -"Carpentry, Construction & Building Materials & Supplies"
Bid No: 2010-215-10-20-MEG

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/meg

Enclosures

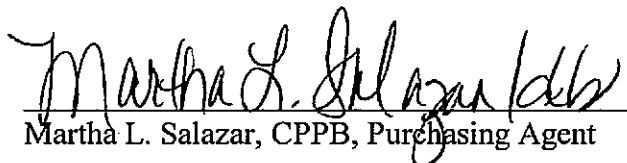
REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY FACILITIES MANAGEMENT "Carpentry, Construction & Building Materials & Supplies" RFB NO: 2010-215-10-20-MEG

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

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

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

October 04, 2010
Date

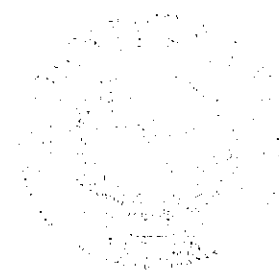
REQUEST FOR BIDS

HIDALGO COUNTY FACILITIES MANAGEMENT "Carpentry, Construction & Building Materials & Supplies"

**BID OPENING DATE:
October 20, 2010**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539



1. Sealed bids will be received for **“HIDALGO COUNTY FACILITIES MANAGEMENT – CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES”** 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-2010-215-10-20-MEG- HIDALGO COUNTY FACILITIES MANAGEMENT – “CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES”** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m. WEDNESDAY, OCTOBER 20, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-215-10-20-MEG- HIDALGO COUNTY FACILITIES MANAGEMENT –“CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES”.

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 of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation **HIDALGO COUNTY FACILITIES MANAGEMENT – “CARPENTRY, CONSTRUCTION & BUILDING MATERIALS &**

SUPPLIES” 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 Facilities Management
P.O. BOX 1356
Edinburg, Texas 78539
Attn: Richard Sunday
956-289-7850

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	<u>OCTOBER 20, 2010</u>
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 and submit a Certificate of Account Status indicating bidder is in “Good Standing” with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this

Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
 for
**HIDALGO COUNTY FACILITIES MANAGEMENT
 CARPENTRY, CONSTRUCTION &
 BUILDING MATERIALS & SUPPLIES”
 BID NO.: 2010-215-10-20-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
 Hidalgo County Purchasing Department
 2802 S. Bus. Hwy. 281
 Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____
 Address: _____
 By: _____
 Printed Name: _____
 Title: _____

(THIS PAGE MUST BE SUMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Carpentry, Construction & Building Materials & Supplies" in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specified services.

General Requirements: The following are the minimum requirements and/or specifications that will be acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY.**
- All purchases will be on an "As Needed Basis", there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable N/A for not applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

Terms 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 agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
3. 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.
4. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.
5. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors.
6. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

9. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**
- 10 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.

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

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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

Additional Conditions & Requirements:

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. **Telephone calls will not be accepted!**

All written inquiries will be accepted via facsimile no later than, Wednesday, October 13, 2010, 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 15, 2010, 5:00 pm.

EXHIBIT "A"
HILGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

#	DESCRIPTION	
1	Wood Shimes	ea
2	Galvanize strut straps, All sizes & Assorted	
3	Plastic corrugated panel	8'
		10'
		12'
		14'
		16'
4	Wood/Bimetal sawsall blades (DeWalt, Milwaukee)	4" ea
		6" ea
		8" ea
		12" ea
5	Commercial door handles (closet, hall, entry, ADA)	interior
		hall
		exterior
6	Wood Glue	gallon
7	Wood screws	#8
		¼"-3"
		#10
		¼"-3"
		#12
8	Water/Oil base paint (gloss/semi-gloss)	Interior
		Int semi gloss
		Int gloss
		Ext gloss
		Ext semi gloss
		Exterior
		Int semi gloss
		Int gloss
		Ext gloss
		Ext semi gloss
9	Primer Painter	Interior
		Int semi gloss
		Int gloss
		Ext gloss
		Ext semi gloss
		Exterior
		Int semi gloss
		Int gloss
		Ext gloss
		Ext semi gloss
10	Formica (lifetime) Assorted Sizes and type	LF
11	Tile cement	
12	Sheet metal screws(assorted sizes)	¼
		2"
		6"
		10"
13	Fine sand or	12"

EXHIBIT "A"
HIGHLGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

	Assorted	
14	Galvanize unidtrut channel	
15	Galvanize corrugated panel	4" ea
		6" ea
		8" ea
		12" ea
		16" ea
16	Aluminum corrugated panel	size-ea
17	Cabinet door latches (assorted styles)	ea
18	Varnish Paint	gallon
	Stain paint	gallon
19	Siding plywood	4'X 8'X _____
		4'X 8'X _____
		4'X 8'X _____
		T 1-11
		OSB plywood
20	Spade drill bits	1/2"
		3/4"
		7/8"
		1"
		1 1/8"
		1 1/4"
		1 1/2"
21	Jigsaw blades	blades
		diff. grids
		per packs
22	Rough sandpaper (60-120 Grid) Assorted	Rough
		20 grid
		80 grid
		100 grid
		120 grid
		FINE
		20 grid
		80 grid
		100 grid
		120 grid
23	Wood crown molding	LFT
		LFT
		LFT
		LFT
		LFT
24	Ceramic tile	SQ FT.
25	Concrete	Ready Mix
		Sand Mix
		Mortar Mix
		Cement Mix
26	Asphalt patch mix	50 lb bucket
27	Main angles	
28	Door latches (cabinet conventional doors)	
29	Router bit sets (various sizes)	

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

30	Gloves	Industrial	small	
			Med.	
			Large	
		Commercial	small	
			Med.	
			Large	
31	# 16 nails	Assorted	LB	
		Standard Nails	LB	
		Auto Nail Gun	LB	
32	# 16 galvanize	Assorted	LB	
		Standard Nails	LB	
		Auto Nail Gun	LB	
33	Sheath plywood	BC	1/2"	
			3/4"	
			4'x8'x 3/4"	
		CDX	1/2"	
			3/4"	
			4'x8'x 3/4"	
	Louan	1/2"		
		3/4"		
			4'x8'x 3/4"	
34	Router bit-carbide tipped		31	
35	Cross tees		4"	
36	Wall angles		3/4"	
37	Plywood		BIRCH	
			1/2"	
			3/4"	
			1/4"	
			OAK	
			1/2"	
			3/4"	
			1/4"	
			ASH	
			1/2"	
			3/4"	
			1/4"	
			MAHOGANY	
			1/2"	
			3/4"	
	1/4"			
38	Saw blades ASSORTED TYPES WET AND DRY		FINE	
			7 1/4"	
			12"	
			COURSE	
			7 1/4"	
			12"	
			MASONRY BLADES	
			12"	
39	Solid boards/ White Pine		1"x 2' x10'	
			1"x 2'x12'	
			1"x 2'x12"	
			1"x 4' x10'	

EXHIBIT "A"
 HILLSBORO COUNTY FACILITIES MANAGEMENT
 "CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
 BID NO.: 2010-215-10-20-MEG

			1"x 4'x12'
			1"x 4'x12"
40	Drywall		3/8"
			1/2"
			5/8
41	Finish nails		# 3 per lb
			#4 per lb
			# 6 per lb
			# 8 per lb
42	Ceiling tile (per box)		# 934A
			2' x 2'
			#942
			2' x 4'
43	Rebar		#2
			3/8
			1/2
			5/8
			#4
			3/8
			1/2
			5/8
			#6
			3/8
			1/2
			5/8
			#8
			3/8
			1/2
			5/8
44	Rough sandpaper	GRID	# 20
			# 80
			# 100
			# 120
	Fine Sandpaper	GRID	# 20
			# 80
			# 100
			# 120
45	Tile grout		per
46	Router bit-3/4 shank 1.3/8 cut Dia. carbide tipped-1" cut dept		
47	Router bit-1/2", 12.7mm 1.7/16 depth carbide tipped		
48	Wall Angels		3/4"
49	Drywall screws (Decking Screws Coated)		1"
	INTERIOR/EXTERIOR		1 1/4"
			1 1/2"
			1/2"
			2"
			3"

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

50	Wedge anchors	EACH
		1/2" x _____
		1/2" x _____
		1/2" x _____
		3/8" x _____
		3/8" x _____
		3/8" x _____
		1/4" _____
		1/4" _____
		1/4" _____
		_____ " x _____ "
		_____ " x _____ "
		_____ " x _____ "
51	Vct tile (assorted sizes, colors)	PER BOX
		10 X 10
		12 X 12
52	Self tapping screws (Sheet metal screws & drywall screws)	LB
		1"
		1 1/4"
		1 1/2"
		2"
		3"
53	Galvanize pipe	EACH
		1"
		2"
		2 1/2"
		3"
54	Boards	REGULAR
		2"X4"X8'
		2x4x10
		2x4x12
		2x4x14
		2x4x16
		pre cut
		2"x10"x8'
		2"x12"x8'
		2"x14"x8'
		2"x16"x8'
		TREATED
		2"X4"X8'
		2x4x10
		2x4x12
		2x4x14
		2x4x16
		pre cut
		2"x10"x8'
2"x12"x8'		
2"x14"x8'		
2"x16"x8'		
55	Metal struts (studs)	8'x12'
56	Assorted Boards	2x6

EXHIBIT "A"
 HILGOLGO COUNTY FACILITIES MANAGEMENT
 "CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
 BID NO.: 2010-215-10-20-MEG

		2x10
		2x12
57	4x4 Treated Post	8'
		10'
		12'
		14'
		16'
58	Insulation Bats	
59	Slag Bolts	1/4"
		1/2"
		3/4"
		6"

EXHIBIT B
 HIGHLAND COUNTY FACILITIES MANAGEMENT
 "CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
 RFB NO.; 2010-215-10-20-MEG

#	DESCRIPTION		PRICE
1	Wood Shimes	ea	
2	Galvanize strut straps, All sizes & Assorted		
3	Plastic corrugated panel	8'	
		10'	
		12'	
		14'	
		16'	
4	Wood/Bimetal sawsall blades (DeWalt, Milwaukee)	4" ea	
		6" ea	
		8" ea	
		12" ea	
5	Commercial door handles (closet, hall, entry, ADA)	interior	
		hall	
		exterior	
6	Wood Glue	gallon	
7	Wood screws	#8	
		1/4"-3"	
		#10	
		1/4"-3"	
		#12	
8	Water/Oil base paint (gloss/semi-gloss)	Interior	
		Int semi gloss	
		Int gloss	
		Ext gloss	
		Ext semi gloss	
		Exterior	
		Int semi gloss	
		Int gloss	
		Ext gloss	
		Ext semi gloss	
		9	Primer Painter
Int semi gloss			
Int gloss			
Ext gloss			
Ext semi gloss			
Exterior			
Int semi gloss			
Int gloss			
Ext gloss			
Ext semi gloss			
10	Formica (lifetime) Assorted Sizes and type		
11	Tile cement		

EXHIBIT B
 HIGHLGO COUNTY FACILITIES MANAGEMENT
 "CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
 RFB NO.,; 2010-215-10-20-MEG

12	Sheet metal screws(assorted sizes)	1/4"	
		2"	
		6"	
		10"	
		12"	
13	Fine sand or Assorted		
14	Galvanize unidtrut channel		
15	Galvanize corrugated panel	4" ea	
		6" ea	
		8" ea	
		12" ea	
		16" ea	
16	Aluminum corrugated panel	size-ea	
17	Cabinet door latches (assorted styles)	ea	
18	Varnish Paint	gallon	
	Stain paint	gallon	
19	Siding plywood	4'X 8'X _____	
		4'X 8'X _____	
		4'X 8'X _____	
		T 1-11	
		OSB plywood	
20	Spade drill bits	1/2"	
		3/4"	
		7/8"	
		1"	
		1 1/8"	
		1 1/4"	
		1 1/2"	
21	Jigsaw blades	blades	
		diff. grids	
		per packs	
22	Rough sandpaper (60-120 Grid) Assorted	Rough	
		20 grid	
		80 grid	
		100 grid	
		120 grid	
		FINE	
		20 grid	
		80 grid	
		100 grid	
		120 grid	
23	Wood crown molding	LFT	
		LFT	
		LFT	
		LFT	
		LFT	
24	Ceramic tile	SQ FT.	

EXHIBIT B
 HIGHLAND COUNTY FACILITIES MANAGEMENT
 "CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
 RFB NO.;; 2010-215-10-20-MEG

25	Concrete	Ready Mix			
		Sand Mix			
		Mortar Mix			
		Cement Mix			
26	Asphalt patch mix		50 lb bucket		
27	Main angles				
28	Door latches (cabinet conventional doors)				
29	Router bit sets (various sizes)				
30	Industrial	small			
		Med.			
		Large			
	Commercial	small			
		Med.			
		Large			
31	# 16 nails	Assorted	LB		
		Standard Nails	LB		
		Auto Nail Gun	LB		
32	# 16 galvanize	Assorted	LB		
		Standard Nails	LB		
		Auto Nail Gun	LB		
33	Sheath plywood	BC	1/2"		
			3/4"		
		4'x8'x 3/4"	CDX	1/2"	
			3/4"		
		4'x8'x 3/4"	Louan	1/2"	
			3/4"		
4'x8'x 3/4"					
34	Router bit-carbide tipped		31		
35	Cross tees		4"		
36	Wall angles		3/4"		
37	Plywood	BIRCH			
		1/2"			
		3/4"			
		1/4"			
		OAK			
		1/2"			
		3/4"			
		1/4"			
		ASH			
		1/2"			
		3/4"			
		1/4"			
		MAHOGANY			
		1/2"			
3/4"					
1/4"					

EXHIBIT B
 HIGHLGO COUNTY FACILITIES MANAGEMENT
 "CARPENTARY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
 RFB NO.;; 2010-215-10-20-MEG

38	Saw blades ASSORTED TYPES WET AND DRY	FINE	
		7 ¼"	
		12"	
		COURSE	
		7 ¼"	
		12"	
39	Solid boards/ White Pine	MASONRY BLADES	
		12"	
		1"x 2' x10'	
		1"x 2'x12'	
		1"x 2'x12"	
		1"x 4' x10'	
40	Drywall	1"x 4'x12'	
		1"x 4'x12"	
		3/8"	
		½"	
41	Finish nails	5/8	
		# 3 per lb	
		#4 per lb	
42	Ceiling tile (per box)	# 6 per lb	
		# 8 per lb	
		# 934A	
		2' x 2'	
43	Rebar	#942	
		2' x 4'	
		#2	
		3/8	
		½	
		5/8	
		#4	
		3/8	
		½	
		5/8	
		#6	
		3/8	
		½	
		5/8	
		#8	
44	Rough sandpaper GRID	3/8	
		½	
		5/8	
		#8	
	Fine Sandpaper GRID	3/8	
		½	
		5/8	
45	Tile grout	# 20	
		# 80	
		# 100	
		# 120	
46	Router bit-¼ shank 1.3/8 cut Dia. carbide tipped-1" cut dept	# 20	
		# 80	
		# 100	
		# 120	
47	Router bit-½", 12.7mm 1.7/16 depth carbide tipped	per	

EXHIBIT B
 HIGHLAND COUNTY FACILITIES MANAGEMENT
 "CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
 RFB NO.,; 2010-215-10-20-MEG

48	Wall Angels	¾"	
49	Drywall screws (Decking Screws Coated) INTERIOR/EXTERIOR	1"	
		1 ¼"	
		1 ½"	
		½"	
		2"	
		3"	
50	Wedge anchors	EACH	
		½" x _____	
		½" x _____	
		½" x _____	
		3/8" x _____	
		3/8" x _____	
		3/8" x _____	
		¼" _____	
		¼" _____	
		¼" _____	
		_____ " x _____ "	
		_____ " x _____ "	
		_____ " x _____ "	
51	Vct tile (assorted sizes, colors)	PER BOX	
		10 X 10	
		12 X 12	
52	Self tapping screws (Sheet metal screws & drywall screws)	LB	
		1"	
		1 ¼"	
		1 ½"	
		2"	
		3"	
53	Galvanize pipe	EACH	
		1"	
		2"	
		2 ½"	
		3"	
54	Boards	REGULAR	
		2"X4"X8'	
		2x4x10	
		2x4x12	
		2x4x14	
		2x4x16	
		pre cut	
		2"x10"x8'	
		2"x12"x8'	
		2"x14"x8'	
		2"x16"x8'	
		TREATED	
		2"X4"X8'	
		2x4x10	
		2x4x12	
		2x4x14	
		2x4x16	

EXHIBIT B
 HIGHLGO COUNTY FACILITIES MANAGEMENT
 "CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
 RFB NO.,; 2010-215-10-20-MEG

	con't Boards	pre cut	
		2"x10"x8'	
		2"x12"x8'	
		2"x14"x8'	
		2"x16"x8'	
55	Metal struts (studs)	8'x12'	
56	Assorted Boards	2x6	
		2x10	
		2x12	
57	4x4 Treated Post	8'	
		10'	
		12'	
		14'	
		16'	
58	Insulation Bats		
59	Slag Bolts	1/4"	
		1/2"	
		3/4"	
		6"	

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> 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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
 U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

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

Nonresident alien who becomes a resident alien.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee 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

¹List 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.

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

³You 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.

⁴List 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.

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: _____

**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

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.

Acknowledge and agree that any increase in price post award is through price escalation as listed above on Page 2 Number 4.

Company's Name:	Matts Building MATERIALS
Signature:	<i>[Signature]</i>
Print:	DAVID CASTELLO
Date:	11-23-10

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

#	DESCRIPTION	PRICE
1	Wood Shimes	ea 1.69
2	Galvanize strut straps, All sizes & Assorted	
3	Plastic corrugated panel	8' 14.99
		10' 16.99
		12' 18.99
		14' n/a
		16' n/a
4	Wood/Bimetal sawsall blades (DeWalt, Milwaukee)	4" ea 2.99
		6" ea 2.99
		8" ea 2.99
		12" ea 3.49
5	Commercial door handles 9694-44270 (closet, hall, entry, ADA) 49694-44271 44269	interior 49.99
		hall 42.99
		exterior 59.99
6	Wood Glue	gallon 14.99
7	Wood screws	#8 3.99
		1/4"-3" 3.99
		#10 3.99
		1/4"-3" 3.99
		#12 3.99
8	Water/Oil base paint (gloss/semi-gloss)	Interior
		Int semi gloss 15.99
		Int gloss 24.99
		Ext gloss 26.99
		Ext semi gloss 21.99
		Exterior
		Int semi gloss
		Int gloss
		Ext gloss
		Ext semi gloss
9	Primer Painter OPENED <i>9.4.10am</i> <i>10-20-2010</i> Witnessed <i>[Signature]</i>	Interior
		Int semi gloss 12.99
		Int gloss 11.99
		Ext gloss
		Ext semi gloss 14.99
		Exterior:
		Int semi gloss 17.99
		Int gloss 17.99
		Ext gloss
		Ext semi gloss 14.99
10	Formica (lifetime) Assorted Sizes and type	LF 1.89sqft
11	Tile cement	50lbs 7.99

PRICES MAY CHANGE AFTER 90 DAYS FROM BID DATE.

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTARY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

12	Sheet metal screws(assorted sizes) ASSORTED COLORS	3/4	4.99
		2"	4.99
		6"	5.99
		10"	6.99
		12"	6.99
13	Fine sand or Assorted 859		\$2.79
14	Galvanize unidrut channel		n/a
15	Galvanize corrugated panel	4" ea	6.60
		6" ea	6.60
		8" ea	8.75
		12" ea	13.20
		16" ea	17.60
16	Aluminum corrugated panel	size-ea	
17	Cabinet door latches (assorted styles) belwith	ea	1.69
18	Varnish Paint	gallon	19.99
	Stain paint	gallon	22.99
19	Siding plywood	4'X 8'X 3/8	19.99
		4'X 8'X 5/8	25.45
		4'X 8'X 5/8	26.75
		T 1-11	
		OSB plywood	6.75
20	Spade drill bits	1/2"	2.75
		3/4"	2.99
		7/8"	3.29
		1"	3.99
		1 1/8"	4.99
		1 1/4"	5.79
		1 1/2"	5.99
21	Jigsaw blades	blades	2.99
		diff. grids	
		per packs	
22	Rough sandpaper (60-120 Grid) Assorted	Rough	
		20 grid	
		80 grid	
		100 grid	
		120 grid	
		FINE	
		20 grid	
		80 grid	
		100 grid	
		120 grid	
23	Wood crown molding	LFT	.75¢
		LFT	.57¢
		LFT	.62¢
		LFT	1.23
		LFT	1.45
24	Ceramic tile	SQ FT.	.69¢

OPENED

9:46am
10-20-2010

Witnessed



PRICES MAY CHANGE AFTER 90 DAYS FROM BID DATE.

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

25	Concrete	Ready Mix		3.29
		Sand Mix		3.99
		Mortar Mix		3.99
		Cement Mix		3.99
26	Asphalt patch mix		50 lb bucket	
27	Main angles			8.99
28	Door latches (cabinet conventional doors)			1.49
29	Router bit sets (various sizes)			
30	Gloves	Industrial	small	2.49
			Med.	2.49
			Large	2.49
		Commercial	small	6.99
			Med.	6.99
			Large	6.99
31	# 16 nails	Assorted	LB	1.25
		Standard Nails	LB	1.25
		Auto Nail Gun	LB	64.50
32	# 16 galvanize	Assorted	LB	
		Standard Nails	LB	
		Auto Nail Gun	LB	
33	Sheath plywood	BC	1/2"	21.50
			3/4"	31.50
			4'x8'x 3/4"	31.50
			CDX 19/32 1/2"	13.80
			23/32 3/4"	19.75
			23/32 4'x8'x 3/4"	19.75
			Louan 1/2"	
			3/4"	
			4'x8'x 3/4"	
34	Router bit-carbide tipped		31	16.99
35	Cross tees		4"	2.49
36	Wall angles		3/4"	4.99
37	Plywood	BIRCH		
			1/2"	19.95
			3/4"	31.00
			1/4"	13.00
		OAK		
			1/2"	39.99
			3/4"	46.50
			1/4"	18.50
		ASH		
			1/2"	n/a
			3/4"	47.50
			1/4"	20.00
		MAHOGANY		
			1/2"	21.00
	3/4"	27.50		
	1/4"	10.00		

OPENED

9:46am

10-20-2010

Witnessed

J

PRICES MAY CHANGE AFTER 90 DAYS FROM BID DATE.

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

38	Saw blades ASSORTED TYPES WET AND DRY	FINE	
		7 1/4"	9.50
		12"	39.50
		COURSE	5.95
		7 1/4"	19.50
		12"	39.50
39	Solid boards/ White Pine	MASONRY BLADES	
		12"	5.95
		1"x 2' x10'	1.99
		1"x 2' x12'	2.99
		1"x 2' x12"	2.99
		1"x 4' x10'	2.30
40	Drywall	1"x 4' x12'	2.75
		1"x 4' x12"	2.75
		3/8"	5.99
41	Finish nails	1/2"	5.29
		5/8	6.99
		# 3 per lb	1.45
		# 4 per lb	1.45
42	Ceiling tile (per box)	# 6 per lb	1.45
		# 8 per lb	1.45
		# 934A	44.95
		2' x 2'	44.95
43	Rebar	#942	37.50
		2' x 4'	37.50
		#2	
		3/8	2.89
		1/2	
		5/8	
		#4	
		3/8	
		1/2	5.25
		5/8	
		#6	
44	Rough sandpaper GRID	3/8	
		1/2	8.25
		5/8	
		#8	
		3/8	
	Fine Sandpaper GRID	1/2	
		5/8	
		# 20	.69¢
		# 80	.49¢
		# 100	.49¢
45	Tile grout	# 120	.49¢
		# 20	.69¢
		# 80	.49¢
		# 100	.49¢
46	Router bit-1/4" shank 1.3/8 cut Dia. carbide tipped-1" cut dept	# 120	.49¢
		per	12.99
47	Router bit-1/2", 12.7mm 1.7/16 depth carbide tipped		22.99
			28.99

OPENED

9:46am

10-20-2010

Witnessed

[Signature]

PRICES MAY CHANGE AFTER 90 days FROM BID DATE.

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

48	Wall Angels	¾"	4.99
49	Drywall screws (Decking Screws Coated) INTERIOR/EXTERIOR	1"	4.49
		1 ¼"	4.49
		1 ½"	4.49
		½"	4.49
		2"	4.49
		3"	4.49
50	Wedge anchors	EACH	
		½" x _____	.99¢
		½" x _____	.99¢
		½" x _____	.99¢
		3/8" x _____	.79¢
		3/8" x _____	.79¢
		3/8" x _____	.89¢
		¼" _____	.69¢
		¼" _____	.69¢
		¼" _____	.69¢
		_____ x _____"	1.49
		_____ x _____"	1.49
		_____ x _____"	1.49
51	Vct tile (assorted sizes, colors)	PER BOX	
		10 X 10	
		12 X 12	27.99
52	Self tapping screws (Sheet metal screws & drywall screws)	LB.	
		1"	3.99
		1 ¼"	3.99
		1 ½"	3.99
		2"	3.99
		3"	3.99
53	Galvanize pipe	EACH	
		1"	26.99
		2"	62.99
		2 ½"	n/a
54	Boards	3"	n/a
		REGULAR	
		2"X4"X8'	1.89
		2x4x10	2.70
		2x4x12	3.32
		2x4x14	3.90
		2x4x16	4.41
		pre cut	1.80
		2"x10"x8'	5.50
		2"x12"x8'	6.80
		2"x14"x8'	
		2"x16"x8'	
		TREATED	
		2"X4"X8'	2.60
		2x4x10	3.55
		2x4x12	4.55
		2x4x14	5.30
2x4x16	6.30		

OPENED

9:46am

10-20-2010

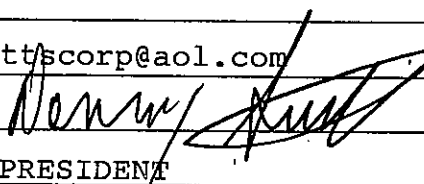
Witnessed

[Signature]

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTARY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

	con't Boards	pre cut	
		2"x10"x8'	5.50
		2"x12"x8'	6.80
		2"x14"x8'	
		2"x16"x8'	
55	Metal struts (studs)	.8'x12'	
56	Assorted Boards	2x6	.39¢lf
		2x10	.76¢lf
		2x12	.89¢lf
57	4x4 Treated Post	8'	6.49
		10'	9.90
		12'	12.00
		14'	13.50
		16'	15.50
58	Insulation Bats		
59	Slag Bolts	¾"	
		½"	
		¾"	
		6"	

PRICES MAY CHANGE AFTER 90 DAYS FROM BID DATE.

BIDDER/COMPANY NAME: MATT'S BUILDING MATERIALS
ADDRESS: 404 E. EXPRESSWAY 83
CITY/STATE/ZIP: PHARR TX. 78577
PHONE NO/FAX NO: (956) 787-5589 / (956) 787-6953
CELL PHONE NO: _____
E-MAIL ADDRESS: mattscorp@aol.com
AUTHORIZED SIGNATURE: 
TITLE: PRESIDENT

OPENED

9:44am
10-20-2010

Witnessed



EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

12/13/2010

PRODUCER (956)686-8323 FAX (956)8-512-2080
 Bert Whisenant Insurance
 816 East Hackberry Avenue
 McAllen, TX 78501
 CISR, Sylvia Briones

INSURED Matt's Building Materials Inc.
 Mr. Danny Smith
 P. O. Box 1663
 Pharr, TX 78577

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Hallmark 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.

INSURER LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	44CL440379-05	10/01/2010	10/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGO \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	44CL440379-05	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	44CU442540-05	10/01/2010	10/01/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	CANCELLATION
County of Hidalgo Purchasing Department 2812 S Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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/SLB <i>B.R. Whisenant, Jr.</i>

787-6953



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2010

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 Advanced Risk Solutions 1298U Metcalf, Suite 49U Overland Park, KS 66213 www.advancedrisksolutions.com	CONTACT NAME: Jill Ney
	PHONE (A/C, No, Ext): 913.385.2455 FAX (A/C, No): 913.385.2605 E-MAIL ADDRESS: jney@advancedrisksolutions.com
INSURED Alamo Staff Leasing, Inc. For: Matt's Building Materials, Inc. 404 E Expressway 83 Pharr TX 78577	INSURER(S) AFFORDING COVERAGE
	INSURER A : Lumbermen's Underwriting Alliance
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: 9054144 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		Not Applicable			EACH OCCURRENCE \$XXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$XXXXXX MED EXP (Any one person) \$XXXXXX PERSONAL & ADV INJURY \$XXXXXX GENERAL AGGREGATE \$XXXXXX PRODUCTS - COMP/OP AGG \$XXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		Not Applicable			COMBINED SINGLE LIMIT (Ea accident) \$XXXXXX BODILY INJURY (Per person) \$XXXXXX BODILY INJURY (Per accident) \$XXXXXX PROPERTY DAMAGE (Per accident) \$XXXXXX \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		Not Applicable			EACH OCCURRENCE \$XXXXXX AGGREGATE \$XXXXXX \$XXXXXX \$XXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	291049	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 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)
THIS CERTIFICATE CONFERS NO ADDITIONAL INSURED RIGHTS UPON THE CERTIFICATE HOLDER.
 This policy covers only those employees under contract between the insured and Matt's Building Materials, Inc, 404 E Expressway 83, Pharr, TX 78577 and any other worksites where the contracted employees of Matt's Building Materials, Inc. are engaged in work.
 Job Location: 2812 S. Business Highway 281 Edinburg, TX. 78539

CERTIFICATE HOLDER The County of Hidalgo 2812 S. Business Highway 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 Robert M Gagne

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