AI-32477 **2. A.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Dora Lopez, 92ND DISTRICT COURT

Department: 92ND DISTRICT COURT

Information

CAPTION

2012 - 92nd District Court (1100)

BACKGROUND

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	06/01/2012 03:04 PM
Veronica Ortiz	Veronica Ortiz	06/01/2012 03:19 PM
Budget & Management	Ivan Cantu	06/01/2012 03:22 PM
Auditor's Office	Monica Badillo	06/01/2012 05:01 PM

Form Started By: Dora Lopez Started On: 05/22/2012 01:54 PM

Final Approval Date: 06/01/2012

DATE: June 4, 2012

DEPARTMENT HEAD: Ricardo P. Rodriguez, Jr.

DEPARTMENT NAME: 92nd Judicial District Court

ACCOUNT NUMBER: 2-1100-412-00-001-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	Other	745	Computer	**5,500.00**
890	Other	583	Travel-Out of County	**2,000.00**
890	Other	584	Registration	**1,000.00**
			TOTAL	**8,500.00**

REASON: **Computers for Judge and Court Personnel**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-32649 **2. B.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1284-421-00-280-047-2-XXX

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

BUDGETARY IMPACT:

Funds are available as of 5/30/12.

No local match is required.

Attachments

LIT Stonegarden FY2009

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/31/2012 12:59 PM
Budget & Management	Ivan Cantu	06/01/2012 09:56 AM
Auditor's Office	Monica Badillo	06/01/2012 05:01 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 05/31/2012 11:35 AM

Final Approval Date: 06/01/2012

DATE: May 31, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Stonegarden FY2009

ACCOUNT NUMBER: 2-1284-421-00-280-047-2-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1284-421-00-280-047-2-	250- Unemployment Comp.	→	2-1284-421-00-280-047-2	220- FICA	2,735.97
2-1284-421-00-280-047-2-	672- Equipment & Vehicles		2-1284-421-00-280-047-2	748- Other equipment	332.28
2-1284-421-00-280-047-2-	741- Vehicles		2-1284-421-00-280-047-2	748- Other equipment	287.20
					$3,355.45

REASON: To cover fringe benefits and purchase equipment due to the reallocation of monies within grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____ DATE

ATTEST COUNTY CLERK

AI-32648 **2012 Intradept.(line item) Transfers 2. C.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2012 - TX Agrilife Ext (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-02-2012

Attachments

Line Item Transfer 5-31-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	05/31/2012 02:26 PM
Veronica Ortiz	Veronica Ortiz	06/01/2012 01:22 PM
Auditor's Office	Arcilia Duran	06/01/2012 01:49 PM
Purchasing Department	Marty Salazar	06/01/2012 01:56 PM

Form Started By: Nora Linda Cruz Started On: 05/31/2012 11:30 AM

Final Approval Date: 06/01/2012

DATE: May 31, 2012

DEPARTMENT HEAD: Barbara Storz

DEPARTMENT NAME: TEXAS AGRILIFE EXTENSION

ACCOUNT NUMBER: 2-1100-461-00-380-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
535	Postage	671	Bldng. & Structure R&M Supplies	$254.99
			TOTAL	254.99

REASON: **To properly classify expenditures for much needed materials to complete desks project throughout renovation process of our office.**

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-32434 **2. D.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Noe Gonzalez, Judge Presiding Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2012 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/24/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 12:55 PM
Ana Galvan	Ana Galvan	05/24/2012 11:48 AM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Esther Contreras Started On: 05/17/2012 11:45 AM

Final Approval Date: 06/01/2012

DATE: **May 17, 2012**

DEPARTMENT HEAD: **NOE GONZALEZ**

DEPARTMENT NAME: **370TH DISTRICT COURT**

ACCOUNT NUMBER: **2-1100-412-00-007-001-0-XXX**

SUBJECT: **Intradepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	OTHER	550	PRINTING & BINDING	$200.00
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	$150.00
			TOTAL	**350.00**

REASON: **Transfer is needed for current and future expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (__/__/__)

ATTEST COUNTY CLERK

AI-32482 **2. E.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Israel Ramon, Judge 430th D.C. Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-010-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/22/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 08:05 AM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:29 AM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Ana Galvan Started On: 05/22/2012 04:10 PM

Final Approval Date: 06/01/2012

DATE: May 22, 2012

DEPARTMENT HEAD: HON. ISRAEL RAMON

DEPARTMENT NAME: 430TH DISTRICT COURT

ACCOUNT NUMBER: 2-1100-412-00-010-001-0-XXX

CONTACT PERSON: MARICELA SALINAS

Budget **Budget Intradepartmental Transfer**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following intradepartmental budget transfer/s in accordance with Local Government Co Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
442	**Equip & Vehicle Rentals**	**630**	**Food**	**500.00**
			TOTAL	**500.00**

REASON: Transfer is needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32581 **2. F.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Teresa Navarro, 449TH DISTRICT COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

2012 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-011-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-01-2012

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/29/2012 08:58 AM
Veronica Ortiz	Veronica Ortiz	06/01/2012 03:16 PM
Auditor's Office	Arcilia Duran	06/01/2012 03:19 PM

Form Started By: Teresa Navarro Started On: 05/29/2012 08:53 AM

Final Approval Date: 06/01/2012

DATE: May 25, 2012

DEPARTMENT HEAD: Regina Moreno

DEPARTMENT NAME: 449th District Court

ACCOUNT NUMBER: 2-1100-412-00-011-001 - 0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
535	POSTAGE AND EXPRESS MAIL CHARGES	664	OTHER MINOR EQUIPMENT	$1,800.00
			TOTAL	$1,800.00

REASON: TO COVER TELEVISION COSTS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-32497 **2. G.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Teresa Navarro, 449TH DISTRICT COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

2012 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-011-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/24/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 10:37 AM
Ana Galvan	Ana Galvan	05/24/2012 03:44 PM
Auditor's Office	Arcilia Duran	06/01/2012 11:26 AM
Dina Trevino	Erika Zamora	06/01/2012 02:49 PM
Ana Galvan	Monica Badillo	06/01/2012 05:01 PM

Form Started By: Teresa Navarro Started On: 05/23/2012 10:17 AM

Final Approval Date: 06/01/2012

32497

DATE: 5-23-12

DEPARTMENT HEAD: REGINA MORENO, Court Coordinator

DEPARTMENT NAME: 449th DISTRICT COURT

ACCOUNT NUMBER: 2-1100-412-00-011-001-0-XXX

Contact Person: REGINA MORENO Ph#: 381-0744

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE		AMOUNT
342	Info. and Credit Services	619	Other misc. supplies	100.00
			TOTAL	100.00

REASON:

DEPARTMENT HEAD SIGNATURE

5,23,12
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32537 **2. H.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

2012 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-00-320-034-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-25-12

Attachments

Request for Air Cards

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/24/2012 08:02 AM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:34 AM
Auditor's Office	Arcilia Duran	05/29/2012 01:50 PM

Form Started By: Diana Solis Started On: 05/23/2012 05:24 PM

Final Approval Date: 05/29/2012

DATE: May 24, 2012

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation

ACCOUNT NUMBER: 2-1100-423-00-320-034-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-00-320-034-0-432	Repair & Maint Svcs - Eqiupment	→	2-1100-423-00-320-034-0-534	Internet Services	600.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					$600.00

REASON: To pay for 2 Air Cards for internet services for AIP officers out in the field

DEPARTMENT HEAD SIGNATURE

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-32431 **2. I.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Sergio Cruz Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Budget & Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-14-115-001-0-xxx

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

available balance as of 05/17/12 - $19,017.76

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 10:01 AM
Ana Galvan	Ana Galvan	05/24/2012 11:33 AM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Angela Garcia Started On: 05/17/2012 09:36 AM

Final Approval Date: 06/01/2012

INTRADEPARTMENTAL TRANSFER

DATE: May 17, 2012

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: BUDGET & MGMT.

ACCOUNT NUMBER: 2-1100-415-14-115-001-0-XXX

CONTACT PERSON: ANGELA GARCIA

SUBJECT: Budget Intradepartmental Transfer Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following intradepartmental transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
339	Other Professional Services	661	Minor Office Furniture & Equipment	500.00
			TOTAL	500.00

REASON: Transfer is needed to purchase a scanner.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32440 **2. J.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Blanca Sanchez, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

2012 - Constable Pct. #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-291-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-25-12

Attachments

line item

Email from SC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/18/2012 11:13 AM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:27 AM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Blanca Sanchez Started On: 05/18/2012 09:20 AM

Final Approval Date: 06/01/2012

DATE: May 18, 2012 **AI #32440**

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: ***2-1100-421-00-291-001-0***

SUBJECT: Budget Line–Item Transfer (s)

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration the following line–item transfers in accordance with Local Government: Code, Chapter 111, Subchapter C.:

FROM:			**TO:**		
OBJECT CODE	**OBJECT NAME**	→	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
626	Gasoline / Diesel	→	672	Equipment & Vehicle R&M Supplies	3000.00
		→			
		→			
		→			
			TOTAL		**$3000.00**

REASON(s): Purchase tires for units.

Blanca I. Sanchez Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

_____ ___/___/___ _____
APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-017

Home - Mail Folders - Inbox - **Re: Permission to utilize unencumbered money in restricted object**

Message Actions...

From: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
To: "Blanca Sanchez" <blanca.sanchez@co.hidalgo.tx.us>
Date: 5/18/2012 1:59:15 PM
Subject: Re: Permission to utilize unencumbered money in restricted object

Blanca,

You may proceed in transferring the funds.

~Sergio

Sent from my iPad

On May 17, 2012, at 2:12 PM, "Blanca Sanchez" <blanca.sanchez@co.hidalgo.tx.us> wrote:

> Mr. Cruz,
>
> Our department has five units in need of tires. Cost for purchase is $3646.36 and we only have $2610.00 in object #672 - Equipment & Vehicle R&M Suplies. At this time I am aksing that permission be granted to utilize $3000 from unencumbered monies in restricted object #626 - Gasoline / Diesel and it be moved to object #672 - to purchase the remaining tires and for future purchases from this object.
>
> Please feel free to contact me should you have any further questions.
>
> Thank you,
>
> Blanca I. Sanchez
> Chief Deputy
> Constable Pct. 1

AI-32534 **2. K.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Gilberto Alaniz, Constable Pct 2 Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Constable Pct. 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/23/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 05:11 PM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:51 AM
Auditor's Office	Arcilia Duran	05/29/2012 01:52 PM

Form Started By: Ana Galvan Started On: 05/23/2012 04:57 PM

Final Approval Date: 05/29/2012

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: May 23, 2012

DEPARTMENT HEAD: Gilbert "Chato" Alaniz

DEPARTMENT NAME: Constable Precinct #2

ACCOUNT NUMBER: 2-1100-421-00-292-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
584	REGISTRATION FEES	668	POLICE WEAPONS & BULLET PROOF VEST	$ 150.00
672	EQ & VEH R&M SUPPLIES	668	POLICE WEAPONS & BULLET PROOF VEST	200.00
550	PRINTING & BINDING	668	POLICE WEAPONS & BULLET PROOF VEST	600.00
605	CLOTHING & UNIFORMS	668	POLICE WEAPONS & BULLET PROOF VEST	338.00
			TOTAL	**$ 1,288.00**

REASON: TO COVER FOR WEAPONS FOR DEPUTY USE

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

AI-32530 **2. L.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2012 - Constable Pct. 3 (1230)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1230-421-00-293-010-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/24/2012.

Attachments

LIT_06-05-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 04:45 PM
Ana Galvan	Ana Galvan	05/24/2012 02:59 PM
Auditor's Office	Arcilia Duran	05/29/2012 01:53 PM

Form Started By: Rachel Cavazos Started On: 05/23/2012 04:13 PM

Final Approval Date: 05/29/2012

DATE: **June 4, 2012**

DEPARTMENT HEAD: **Lazaro Gallardo, Jr.**

DEPARTMENT NAME: **Constable Precinct 3**

ACCOUNT NUMBER: **2-1230-421-00-293-010-0-XXX - INVESTI HB65**

SUBJECT: **Intradepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
583	OUT OF COUNTY TRAVEL	672	EQ & VEH R&M SUPPLIES	$ 1,500.00
611	POLICE SUPPLIES	672	EQ & VEH R&M SUPPLIES	$ 1,500.00
			TOTAL	$ 3,000.00

REASON: **Transfer is needed to purchase tires for fleet.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-32474 **2. M.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2012 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/24/2012.

Attachments

LIT 5.22.12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 08:03 AM
Ana Galvan	Ana Galvan	05/24/2012 01:38 PM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Stephanie Palacios Started On: 05/22/2012 10:50 AM

Final Approval Date: 06/01/2012

DATE: May 22, 2012

ELECTED OFFICIAL Laura Hinojosa

DEPARTMENT NAME: District Clerk

ACCOUNT NUMBER: 2-1100-412-00-090-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
745	Computer Equipment	665	Minor Computer Equipment	$9,606.20
			TOTAL	**$9,606.20**

REASON: **Transfer monies to the correct object code to cover expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-32652 **2. N.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2012 - Executive Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-413-00-125-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-01-2012

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	05/31/2012 02:27 PM
Veronica Ortiz	Veronica Ortiz	06/01/2012 01:23 PM
Auditor's Office	Arcilia Duran	06/01/2012 01:46 PM

Form Started By: Monica Badillo Started On: 05/31/2012 11:51 AM

Final Approval Date: 06/01/2012

DATE: **May 31, 2012**

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: **EXECUTIVE OFFICE**

ACCOUNT NUMBER: **2-1100-413-00-125-001-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
811	licences & permits	**890**	other	**200.00**
550	printing & binding	**601**	office supplies	**300.00**
			TOTAL	**500.00**

REASON: **To allocate funds for 2012 expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-32510 **2. O.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Juan Martinez Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2012 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-25-12

Attachments

LIT.6-05-12

policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 02:01 PM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:33 AM
Auditor's Office	Arcilia Duran	05/29/2012 01:56 PM

Form Started By: Yolanda Orozco Started On: 05/23/2012 01:44 PM

Final Approval Date: 05/29/2012

DATE: June 5, 2012

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 2-1100-422-10-300-001-0-XXX

SUBJECT: **Budget Line-Item Transfer(s)**

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2-1100-422-10-300-001-0-550	Printing & Binding		2-1100-422-10-300-001-0-605	Clothing & Uniforms	$300.00
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					$300.00

REASON: To complete purchase of uniform shirts.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Department of Emergency Services
County Fire Marshal Office

Approved by Commissioners
Court on: 4-21-09

UNIFORM, CLOTHING POLICY

1.0 Purpose:

The purpose of this policy is to establish standards and guidance in the wearing of uniforms for those employees and persons assigned duties with the Hidalgo County Fire Marshal's Office. The uniform allows a visual identification of the person's assignment and agency at a glance. Dependant on duties and current assignment the uniform also serves as a personal protective garment. The uniform also serves to reflect a professional appearance by the wearer.

2.0 Affects:

The policy affects commissioned and non-commissioned personnel. Uniforms may be issued to commissioned and non-commissioned personnel based on job and duty assignment.

3.1 Proper Uniform Prescribed:

3.2 Personnel wearing the uniform will only wear the uniform and insignia while on duty; on official business, or while on assignment, as prescribed and approved herein.

3.3 In addition to on-duty wear, uniformed members are authorized to wear the uniform while attending any special ceremonial event, memorial/religious event, meeting, training, or other assigned duties that may require the uniform to clearly identify the person as a representative from the Fire Marshals.

3.4 Department Head/ Supervisor may authorize other forms of dress/clothing during special assignments and or designated casual attire days.

4.1 Improper Uniform Wear Prohibited:

Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate unless their presence is of an official nature, and they are there to conduct an inspection, gather information, evidence, investigate any crime, or violation of local, state or federal law.

APPROVED BY
OFFICE OF EXECUTIVE OFFICER

5.0 Appearance in Uniform:

Personnel shall maintain a neat and professional military-type appearance while in uniform that shall be representative of the County and the Fire Marshal.

5.2 In general, the uniform shall be clean and neatly pressed. Footwear shall be clean and polished. Footwear that is not polish-able shall be maintained clean and free of debris. The badge and name-tag shall be replaced when they become unserviceable. Uniform shirts that are designed to be tucked into the trousers/pants, shall be tucked in.

5.2 In those circumstances where the uniform becomes extremely soiled or dirty because of the scene, personnel will make every effort to change into a clean uniform within a reasonable amount of time.

6.0 Approved Uniforms:

Only those uniforms listed herein shall be worn while on-duty. Badge and insignia emblems may embroider upon those uniforms, but no personalized embroidery shall be allowed to permanently affix to any uniform. Embroidered name tags are allowed but they must be affixed to the uniform with "Velcro" type tape. A metal name plate may be displayed when in uniform. The name tape or plate shall be worn directly above the right breast pocket.

6.1 Class A Uniform – May also be called a dress uniform. This uniform shall consist of a white uniform shirt, black trouser, black polished footwear. The duty belt with appropriate gear attached that is commensurate with the person's assignment The shirt shall have the Fire Marshal Patch on each sleeve, with the badge prominently displayed over the left breast pocket, and a gold colored name tag just over the right breast pocket. Any brass, silver or plated brass or silver fixtures shall be polished. Dependant on the time of year or event the shirt may either be short sleeve or long-sleeve with a black tie. A tie clip may be affixed to the tie. Rank insignia shall be prominently displayed on the collar. Awards, pins, and other entitlements that the person has earned through their career may be displayed in the form of ribbons or a ribbon board above the name tag with prior supervisory approval.

6.2 Class B Uniform - May also be called the utility uniform. This will be the daily wear uniform and will normally consist of a green shirt with khaki colored trousers/pants. Dependent upon the time of year and the weather, a long sleeve shirt may be worn in place of the short sleeve one.

6.3 Class B-1 Uniform – Another form of the utility uniform and will consist of a solid colored shirt with black trousers/pants.

6.4 Class C Uniform - This shall be any other uniform that is issued and may be classified as personal protective equipment, such as traditional structural fire-fighting gear (commonly referred to as "Bunker-Gear"; fire retardant shirts and pants or coveralls,

wild-land fire fighting clothing; Search and Rescue (SAR) uniform, and tactical uniforms. These types of uniforms shall be issued and worn for the assignment at hand. Uniforms of this nature shall meet or exceed the requirements set forth in the appropriate National Fire Protection Association (NFPA) for the particular item of personal protective equipment/clothing. Those personnel assigned equipment maintenance duties shall refrain from wearing the uniform of the day, while maintaining, repairing or installing equipment.

6.5 Headgear: Headgear is considered personal protective equipment and personnel will wear the appropriate headgear commensurate with the circumstances and situation. This includes but is not limited to "baseball type cap, "boonie style" floppy hats, hard hats, fire helmets, and rescue helmets. Headgear will have the appropriate insignias identifying the person wearing it as a member of the Fire Marshal's Office.

6.6 Footwear: Footwear is considered personal protective equipment and personnel will wear the appropriate footwear commensurate with the circumstance and situation. This includes but is not limited to, black polish-able boots or shoes, "steel toe" boots or shoes, hot weather boots/shoes, SAR boots, sneakers/tennis shoes, wet-shoes, oil resistant boots, rubber boots, etc. Other than boots or shoes worn on a daily basis, or wet-shoes, all other footwear shall meet or exceed those standards set forth by the National Fire Protection Association.

6.7 Gloves: Gloves will be issued and worn as personal protective equipment and will be commensurate with the circumstances and situation. Other than those gloves commercially available for everyday use, all others shall meet or exceed those standards set forth by the National Fire Protection Association.

6.8 Eyewear/Facewear: Dependant on assignment or the job at hand – eyewear may be issued to protect the eyes or face from ultraviolet light, projectiles, debris, and or heat. This section includes face and neck protectors with or without particle masks that are flame retardant or resistant. Protective eyewear must meet or exceed those standards set forth by ANSI or the National Fire Protection Association.

6.9 Undergarments: Undershirts shall display the Fire Marshal logo over the left front upper torso, and shall have distinct markings in large bold letters of a contrasting color of the undershirt with words, "POLICE" & "HIDALGO COUNTY FIRE MARSHAL" or "FIRE INVESTIGATOR" & "HIDALGO COUNTY FIRE MARSHAL" or "FIRE INSPECTOR & HIDALGO COUNTY FIRE MARSHAL emblazoned upon the back that will readily identify the person wearing it as a peace officer, investigator, or inspector. The undershirt will have a front pocket. It may or may not be fire retardant. Only those persons that are commissioned peace officers may wear clothing with the words POLICE on it. Undershirts may also be emblazoned with the Urban Search and Rescue logo on the back (USAR) and may be issued to those persons that are assigned those duties.

6.10 Belts: The trouser belt shall be made of nylon or ballistic webbing with a metal or aluminum buckle. These types of belts are normally referred to as "riggers-belt". When wearing the presently issued no-buckle duty belt, the belt may be of such that matches the buckle-less system that is coated with "Velcro" hook & loop type material.

6.10 Outerwear: Shall consist of coats, jackets, traffic vests, rain-coat, and other foul weather gear. All issued outerwear coats and jackets, shall have the Fire Marshal patch attached to sleeves. High visibility vests, raincoats and other foul weather gear shall have the words "HIDALGO COUNTY FIRE MARSHAL" emblazoned upon the back in reflective lettering. Traffic Vests shall meet or exceed those standards set forth for emergency responders working alongside federal highways.

6.11 Shorts: Shorts may be issued and worn by those persons assigned swift water/deep water rescue. They shall be of the kind and style that is commensurate for the duties and assignments at hand.

7.0 Daily Wear:

The uniform of the day shall be worn daily during working hours, or during after-hour callouts. Once on-scene, an individual determination may be made as to what personal protective uniform to change into, unless information is provided beforehand about the scene, that would allow the responder to change into the appropriate uniform or personal protective clothing for the situation, prior to departure. Arson investigators may remove the outer shirt and display the undershirt while on-scene to prevent damage and staining to the outer uniform shirt.

7.1 Seasonal Wear: Determination of the summer or winter uniform shall be based on the advent of daylight savings time. On the first business day after the initiation of daylight savings time, the uniform shall change appropriately.

7.1 Law Enforcement Insignia: Only those persons that are fully commissioned as peace officers may wear any article of clothing that has the words "POLICE", "LAW ENFORCEMNENT" , "COUNTY POLICE" or other similar language on them.

7.2 Civilian: Those persons that are employed by or assigned to the Fire Marshal's Office may be issued uniforms if those persons are deployable to any scene, any emergency operations center, or any other location where it will be necessary to readily identify those persons as members of the Fire Marshal's Office, this includes any person that normally works within the office environment or has duties assigned as a Fire Inspector only. These uniforms will not be personalized with the person's name on it.

8.0 Badge/Identification Card:
A badge of office shall be issued to those persons that are assigned enforcement and/or inspection duties by the Fire Marshal. The badge shall be a seven (7) point star design with a round inlay.

8.1 Peace Officer - Badges shall be issued to those persons that are designated as peace officers. The badge design shall include a gold plated/color with the words HIDALGO COUNTY FIRE MARSHAL on it. It shall have an enameled blue state seal with the words THE GREAT STATE OF TEXAS around it.

8.2 Non Peace Officer - Badges may be issued to those non peace officers that under the employ or assignment to the Fire Marshal Office. The badge design for this badge will be a gold plated/color with the words HIDALGO COUNTY FIRE INSPECTOR on it. The state seal shall be of the same color as the badge.

8.3 Identification Card – In addition to the standard issue Hidalgo County employee identification card those persons assigned enforcement duties shall be issued an identification card that identifies the bearer as a member of the Fire Marshal's Office.

8.3.1 Peace Officer – Those persons commissioned as peace officers shall be issued an identification card with the design and language on it that complies with TCLEOSE rules. It will plainly state on it that the bearer is designated as a peace officer. The front of the card shall read "FIRE MARSHAL" on the right side of the card. It will have a depiction of the badge with a photograph underneath it, with the person's name and title. The employees County ID number shall be on the rear of the card, along with the officers' TCLEOSE uniquely assigned Personal Identification Number.

8.3.2 Non Peace Officer – Those persons that are not commissioned as peace officers shall be issued an identification card on which the language "NOT A PEACE OFFICER" is written upon it. The front of the card shall read "INSPECTOR "or "ARSON INVESTIGATOR". It will have a depiction of the badge with a photograph and person's name and title under it. The employees County ID number and other identifying information shall be on the rear of the card.

8.3.3 Civilian – Those employees and staff that are assigned office duties who may issue burn permits, review plans or conduct other duties assigned to the Fire Marshal shall be issued identification cards that will be similar in design to the above ones, the front of the card shall read "Civilian" on it. It will have a depiction of the badge with a photograph, the person's name and title under it. The employees County ID number and other identifying information shall be on the rear of the card.

9.0 Duty belt, holsters, & other equipment

9.1 Materials – all duty belts, holsters, and pouches shall be of high quality. The material used will be of same for each set. The material for the belt, holster or pouch may be natural leather, synthetic or a combination thereof.

9.1.1 Duty belt – The duty belt shall be worn with the Class A Uniform, and shall consist of a black leather belt. Any buckles or metal hardware shall be polished.

9.1.2 Holster – A pistol holster of the same material and color shall be affixed to the duty belt. The holster must have at a minimum level II retention. Level III is preferred.

9.1.3 Pouches – accessory pouches for handcuffs, pepper spray, baton, magazines, etc. shall be of the same material and color. Pouches design may include a snap type retention device.

9.1.4 Location - The pistol holster shall be worn on the strong side alongside the trouser/pant seam. The magazine pouch shall be worn on the opposite side.
All other pouches and accessories shall be worn in a manner that is comfortable to the wearer. No pouches/holders may be worn in a manner that will interfere with the unsnapping or draw of the handgun.

9.1.5 Holster Set – Issued gun belts will be in a set that shall consist of the Class A set; Tactical Rig that includes a drop down leg holster, and a belt holster, magazine and handcuff combination holder for everyday wear. Each person commissioned as a peace officer shall be issued all three sets.

9.1.6 Bullet Resistant Vest: Each employee with a peace officer designation shall be issued a bullet resistant vest that is a minimum of level IIIA, (NIJ Standards) that may be worn under the uniform shirt. Additionally as funds permit, a level IV vest shall be acquired for each employee with a peace officer designation. The latter may be worn over clothing and will have the appropriate insignias and lettering identifying the person wearing it as a peace officer.

9.1.7 Bullet Resistant Helmet: Each employee with a peace officer designation shall be issued a bullet resistant helmet with a clear face-shield that is also bullet proof. The headgear shall meet or exceed NIJ standards that are in accordance with military standards.

9.1.8 Maintenance –All holsters and pouches that have retention devices shall be inspected once a month for malfunctions and wear. They shall be maintained, cleaned and lubricated as necessary. Any type of malfunction or unusual wear shall be reported immediately and replaced.

10.0 Civilian clothing - Personnel assigned to or employed by the Fire Marshal's Office may wear civilian type non-uniform clothing under the following circumstances.

10.1 Assignment – Personnel assigned undercover assignments may wear clothing appropriate for the environment that they will be working in.

10.2 Clerical and Support Staff - Personnel in those assignments may wear civilian clothing on a daily basis. The clothing must be office appropriate and may be classified as business attire. Clerical and support staff may be issued uniforms for those occasions when they may be deployed to an event or assigned to work in an emergency operations center.

11.0 Casual Wear Days – On those days designated as such and with prior supervisory approval employees may wear business casual attire. Clothing worn must be presentable, appropriate and in good taste for an office setting.

12.0 Other: Nothing contained within this policy shall be construed to supersede any other county policy or procedure concerning a dress code, uniform policy, or any other policy.

12.1 Alterations and Upkeep: Any alterations to uniforms shall be the responsibility of the person issued to. Alterations may be made to the uniforms to insure proper fit. Uniforms will not be altered to the point where they are skin-tight or the alteration will affect the performance of the clothing. Employees are expected to launder and press their own uniforms.

12.2 Budget: Any and all items of clothing, footwear, headgear, and personal protective equipment garments that are issued to employees and those persons assigned to the Fire Marshal Office, shall only be purchased with County funds, and in accordance with and under the guise of standard purchasing policies of the County.

12.3 Personal Purchase: Employees are discouraged from using personal funds to purchase unique clothing and uniforms that have permanent logos of the County Fire Marshal's Office. Notwithstanding, nothing within this policy will preclude the purchase of clothing, uniforms, and personal protective equipment using employee's personal funds, as long as the quality and style of the clothing, uniforms and personal protective equipment meet or exceed the requirements set forth within this policy. Employees will not be reimbursed for those purchases made from personal funds. The employee purchasing their own uniforms and clothing shall notify the department head of such purchase via a memo that shall be kept in the employees file.

12.4 Separation: Employees separating from service or employ of the Fire Marshal's Office shall return all issued clothing, uniforms, personal protective equipment and other gear to the Fire Marshal. Any uniform, clothing, or personal protective equipment that has the Fire Marshal's Badge of office permanently affixed to it, shall be surrendered to the office. Those items that were purchased with personal funds may be kept but a memorandum must be on file detailing their purchase.

APPROVED BY
OFFICE OF EXECUTIVE OFFICER

AI-32490 **2. P.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/24/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 10:34 AM
Ana Galvan	Ana Galvan	05/24/2012 01:58 PM
Auditor's Office	Arcilia Duran	06/01/2012 11:24 AM

Form Started By: Mike Escaname Started On: 05/23/2012 08:57 AM

Final Approval Date: 06/01/2012

Date: May 23, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 2-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)
2-1100-441-00-340-001-0-604	MEDICAL & LAB SUPPLIES	2-1100-441-00-340-001-0-679	OTHER R&M SUPPLIES
			Amount

Reason: Funds needed to cover anticipated expenditures.

Available Balance In ALIO on 05/23/12 ---------->

Obj 604 052312

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AMOUNT
$ 500.00
$ 500.00

AI-32487 **2. Q.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 10:31 AM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:30 AM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Mike Escaname Started On: 05/23/2012 08:45 AM

Final Approval Date: 06/01/2012

Date: May 23, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 2-1100-441-00-340-003-0 CLINICS
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & CO	2-1100-441-00-340-003-0-679	HEALTH CLINICS-OTHER R&M	$ 701.00
			Amount	$ 701.00

Revenue Account
Amount Requested: $ 701.00

Reason: Funds needed to meet anticipated expenditures.

Available Balance on 05/23/12 ----------> Obj 601 052312

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-32484 **2. R.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-012-2-603

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

BUDGETARY IMPACT:

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 08:06 AM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:29 AM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Mike Escaname Started On: 05/22/2012 04:54 PM

Final Approval Date: 06/01/2012

Date: May 16, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-012-2-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1293-441-00-340-012-2-603	IMM DIV LOCAL-EDUCATION/I	2-1293-441-00-340-012-2-581	IMM DIV LOCAL-TRAVEL IN CO	$1,300.00
			Amount	$ 1,300.00

Revenue Account
Amount Requested: $ 1,300.00

Reason: Line item transfer needed to fund anticipated expenditures.

Available Balance on 05/22/12 ----------> 1293 Prog 012 O 603 052212.pdf

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-32533 **2. S.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-006-2-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/24/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 05:12 PM
Ana Galvan	Ana Galvan	05/24/2012 02:45 PM
Auditor's Office	Arcilia Duran	06/01/2012 12:53 PM

Form Started By: Mike Escaname Started On: 05/23/2012 04:48 PM

Final Approval Date: 06/01/2012

Date: May 23, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-006-2- RLSS / LPHS
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1293-441-00-340-006-2-811	LICENSES & PERMITS	2-1293-441-00-340-006-2-336	COMPUTER SERVICES	$6,961.00
			Amount	$ 6,961.00

Reason: Line item transfer needed to cover anticipated expenditure.

Available Balance on 05/23/12 ----------> 811

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-32511 **2. T.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-10-340-013-2-XXX

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

BUDGETARY IMPACT:

Lapsed funding available as of 05/24/12, refer to Salary Analysis.

Funds available from operating accounts as of 05/24/12.

Attachments

LIT

Salary Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 02:11 PM
Sylvia Solis	Sylvia Solis	05/25/2012 01:06 PM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Mike Escaname Started On: 05/23/2012 02:00 PM

Final Approval Date: 06/01/2012

Date: May 23, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-10-340-013-2- CPH BIO PREP
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1293-441-10-340-013-2-748	CPH BIO PREP-OTHER EQUIPI	2-1293-441-10-340-013-2-113	CPH BIO PREP-REG F/T EMPLO	$5,000.00
2-1293-441-10-340-013-2-664	CPH BIO PREP-OTHER MINOR	2-1293-441-10-340-013-2-113	CPH BIO PREP-REG F/T EMPLO	$430.10
2-1293-441-10-340-013-2-603	CPH BIO PREP-EDUCATIONAL	2-1293-441-10-340-013-2-113	CPH BIO PREP-REG F/T EMPLO	$ 9,088.00
2-1293-441-10-340-013-2-601	CPH BIO PREP-OFFICE & COM	2-1293-441-10-340-013-2-113	CPH BIO PREP-REG F/T EMPLO	$ 13,184.13
2-1293-441-10-340-013-2-626	CPH BIO PREP-GASOLINE/DIE	2-1293-441-10-340-013-2-113	CPH BIO PREP-REG F/T EMPLO	$ 353.77
2-1293-441-10-340-013-2-432	CPH BIO PREP-EQUIP&VEH R&	2-1293-441-10-340-013-2-113	CPH BIO PREP-REG F/T EMPLO	$ 444.00
2-1293-441-10-340-013-2-260	CPH BIO PREP-WORKERS CO	2-1293-441-10-340-013-2-211	CPH BIO PREP-HEALTH INSUR/	$ 1,204.00
2-1293-441-10-340-013-2-250	CPH BIO PREP-UNEMPLOYME	2-1293-441-10-340-013-2-211	CPH BIO PREP-HEALTH INSUR/	$ 1,000.00
2-1293-441-10-340-013-2-230	CPH BIO PREP-RETIREMENT	2-1293-441-10-340-013-2-211	CPH BIO PREP-HEALTH INSUR/	$ 1,750.00
2-1293-441-10-340-013-2-220	CPH BIO PREP-FICA	2-1293-441-10-340-013-2-211	CPH BIO PREP-HEALTH INSUR/	$ 2,600.00
2-1293-441-10-340-013-2-220	CPH BIO PREP-FICA	2-1293-441-10-340-013-2-212	CPH BIO PREP-LIFE INSURANC	$ 10.00
			Amount	$ 35,064.00

Revenue Account
Amount Requested: $ 35,064.00

Reason: Line item transfer needed to fund anticipated expenditure.

Account Balance on 05/22/12 ----------> 

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

HEALTH DEPT. - PHEP DIVISION GRANT

Salaries Analysis Worksheet

AS OF 05/24/2012

Acct No: 2-1293-441-10-340-013-2-XXX

Object Code	Acct. Description	2012 Total Actual Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	SAGE Available Balance as of 05/24/12	Total Lapsed funding Available	Proposed Budget Amendment (05/29/12)	Funding Remaining
220	FICA	$31,161.59	$1,198.52	8.5	$10,187.44	$13,660.97	$3,473.53	($2,610.00)	$863.53
230	Retirement	$40,531.09	$1,558.89	8.5	$13,250.55	$16,174.48	$2,923.93	($1,750.00)	$1,173.93
250	Unemployment	$2,036.07	$78.31	8.5	$665.64	$1,862.61	$1,196.97	($1,000.00)	$196.97
260	Workers Comp	$0.00	$0.00	8.5	$0.00	$1,204.00	$1,204.00	($1,204.00)	$0.00
TOTAL		$73,728.75	$2,835.72	-	$24,103.63	$32,902.06	$8,798.43	($6,564.00)	$2,234.43

* Proposed Grant Period: 08/01/2011 - 08/31/2012.

The Proposed Budget Amendment reflects a reduction to the salary and fringes benefits accounts as per the Department of State Health Services's Categorical budget change request. Funds to cover the salary and related fringe benefit expenditures for the proposed Strategic National Stockpile Coordinator position will be transferred at a later date from the lapsed funding available.

AI-32523 **2. U.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/24/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 04:34 PM
Ana Galvan	Ana Galvan	05/24/2012 02:09 PM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Mike Escaname Started On: 05/23/2012 03:36 PM

Final Approval Date: 06/01/2012

Date: May 22, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-005-0-XXX - H.D. ADM
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1293-441-00-340-005-0-741	H.D. ADM-VEHICLES	2-1293-441-00-340-005-0-336	H.D. ADM-COMPUTER SERVICES	$2,000.00
			Amount	$ 2,000.00

Reason: Needed to cover anticipated expenditures.

Account Balance on 05/23/12 ----------> 741 052312

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-32519 **2. V.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-10-340-013-2-XXX

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 04:33 PM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:30 AM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Mike Escaname Started On: 05/23/2012 03:27 PM

Final Approval Date: 06/01/2012

Date: May 23, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-10-340-013-2- CPH BIO PREP
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1293-441-10-340-013-2-811	CPH BIO PREP-LICENSES & PE	2-1293-441-10-340-013-2-336	CPH BIO PREP-COMPUTER SEI	$15,959.53
			Amount	$ 15,959.53

Revenue Account
Amount Requested: $ 15,959.53

Reason: Line item transfer needed to fund anticipated expenditure.

Account Balance on 05/23/12 ----------> Bio 811 052312

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-32467 **2. W.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/24/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/21/2012 04:17 PM
Ana Galvan	Ana Galvan	05/24/2012 01:36 PM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Dairen Sarmiento Started On: 05/21/2012 02:56 PM

Final Approval Date: 06/01/2012

DATE: June 05, 2012
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: ***HUMAN SERVICES***
ACCOUNT NUMBER: 2-1100-444-00-240-001-0-

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code: Chapter 111, Subchapter C.:

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	Office & Computer Supplies	529	Surety & Notary Bonds	$ 71.00
			TOTAL:	$ 71.00

Reason: Notary Public renewal

Dairen Sarmiento — Department Head Signature
5/21/2012 — Date

Approved Commissioners' Court
Date
Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-32147 **2. X.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-25-2012

Attachments

line item transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/21/2012 04:13 PM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:25 AM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Dairen Sarmiento Started On: 05/01/2012 10:18 AM

Final Approval Date: 06/01/2012

DATE: 5-15-12
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: ***HUMAN SERVICES***
ACCOUNT NUMBER: 2-1100-444-00-240-001-0-

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code: Chapter 111, Subchapter C.:

ACCOUNT NUMBER: 2-1100-444-00-240-001-0-

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	Office Supplies	661	minor equipment	$ 612.00

reason: To order specialty item

TOTAL $ 612.00

Dairen Sarmiento 5/1/2012
Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-32463 **2. Y.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Alice Vazquez Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: MASTER COURT #2

Information

CAPTION

2012 - Master Court #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-032-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/24/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/21/2012 11:36 AM
Ana Galvan	Ana Galvan	05/24/2012 01:21 PM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Angela Garcia Started On: 05/21/2012 11:25 AM

Final Approval Date: 06/01/2012

INTRADEPARTMENTAL TRANSFER

DATE: May 21, 2012

DEPARTMENT HEAD: Judge Socorro Leos

DEPARTMENT NAME: MASTER COURT II

ACCOUNT NUMBER: 2-1100-412-00-032-001-0-XXX

CONTACT PERSON: ALICE VAZQUEZ

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		**TO**	
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**
605	CLOTHING & UNIFORMS	613	SAFETY SUPPLIES
			TOTAL

REASON: Transfer is needed to purchase flashlights.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY C

INTRADEPARTMENTAL TRANSFER

AMOUNT
28.00
28.00

CLERK

AI-32478 **2. Z.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Anthony Webber, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 Park (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/24/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 08:04 AM
Ana Galvan	Ana Galvan	05/24/2012 03:53 PM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Anthony Webber Started On: 05/22/2012 02:06 PM

Final Approval Date: 06/01/2012

32478

DATE: May 24, 2012 MEETING REQUEST DATE: June 5, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI# 32478

DEPARTMENT NAME: PCT #1 PARKS JE-

ACCOUNT NUMBER: 2-1100-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2	1100	452	00	121	013	0	343	Laundry & Dry Cleaning	2	1100	452	00	121	013	0	432	Equip. & Veh R&M Serv	100.00
2	1100	452	00	121	013	0	431	BLDG. & Other Structures	2	1100	452	00	121	013	0	432	Equip. & Veh R&M Serv	284.10
2	1100	452	00	121	013	0	439	Other R&M Services	2	1100	452	00	121	013	0	432	Equip. & Veh R&M Serv	232.21
2	1100	452	00	121	013	0	540	Advertising	2	1100	452	00	121	013	0	432	Equip. & Veh R&M Serv	200.00
2	1100	452	00	121	013	0	550	Printing & Binding	2	1100	452	00	121	013	0	432	Equip. & Veh R&M Serv	100.00
2	1100	452	00	121	013	0	550	Printing & Binding	2	1100	452	00	121	013	0	605	Clothing & Uniforms	100.00
2	1100	452	00	121	013	0	745	Computer Equipment	2	1100	452	00	121	013	0	679	Other R&M Supplies	2,250.00
																		3,266.31

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-32494 **2. AA.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 5-25-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 10:35 AM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:38 AM
Auditor's Office	Arcilia Duran	06/01/2012 11:24 AM

Form Started By: Robert Elizondo Started On: 05/23/2012 09:26 AM

Final Approval Date: 06/01/2012

DATE: June 4, 2012 **MEETING REQUEST DATE:** June 5, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 Road & Bridge JE-

ACCOUNT NUMBER: 2-1200-431-00-121-005-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2	-1200	-431	-00	-121	-005	-0	613	SAFETY SUPPLIES	2	-1200	-431	-00	-121	-005	-0	432	MAINT-EQUIP & VEH	1,000.00
2	-1200	-431	-00	-121	-005	-0	739	OTHER STRUCTURE	2	-1200	-431	-00	-121	-005	-0	432	MAINT-EQUIP & VEH	1,000.00
																		2,000.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-32473 **2. BB.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Yoli Cisneros Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 Rd Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-006-0-XXX

FUNDS AVAILABLE Y/N?: y/pending MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of $200,503.67 (as of AI-32344 Appropriation) on 5/22/2012.
From 890 ---->532 $1,000.00
From 890 ---->626 $59,000.00

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 08:02 AM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:28 AM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Yolanda Cisneros Started On: 05/22/2012 10:25 AM

Final Approval Date: 06/01/2012

DATE: May 22, 2012

2012
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Maintenance Department

ACCOUNT NUMBER: 2-1200-431-00-122-006-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	OTHER	532	WIRELESS DEVICES	$1,000.00
890	OTHER	626	GASOLINE / DIESEL FUEL	$59,000.00
0				
			TOTAL	**$60,000.00**

REASON:
TRANSFER NEEDED FOR EXPECTED EXPENDITURES OF THE DEPARTMENT.

DEPARTMENT HEAD SIGNATURE

5/22/2012
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32529 **2. CC.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Park (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-25-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 04:45 PM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:31 AM
Auditor's Office	Arcilia Duran	05/29/2012 01:54 PM

Form Started By: Jr. Munoz Started On: 05/23/2012 04:10 PM

Final Approval Date: 05/29/2012

DATE: 06/04/12 **AI#** _____

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

ACCOUNT NUMBER: 2-1100-452-00-124-009-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
890	Other	630	Food	500.00
			TOTAL	500.00

REASON:

To cover the purchase of Gatorade.

_____

DEPARTMENT HEAD SIGNATURE

_____ / / _____

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

AI-32499 **2. DD.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Captain Rodolfo Espinoza Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Federal Sharing - U.S. Dept. of Treasury (1228)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1228-421-00-280-006-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/23/2012 - $18,240.00

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/23/2012 03:04 PM
Budget & Management	Merlen P. Munoz	05/23/2012 03:15 PM
Ana Galvan	Ana Galvan	05/24/2012 01:50 PM
Auditor's Office	Arcilia Duran	06/01/2012 11:29 AM

Form Started By: Rosie Hinojosa Started On: 05/23/2012 10:23 AM

Final Approval Date: 06/01/2012

DATE: 5/23/2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Department of Treasury

ACCOUNT NUMBER: 2-1228-421-00-280-006-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1228-421-00-280-006-0-584	Registration Fees	➔	2-1228-421-00-280-006-0-619	Other Miscellaneous Supplies	2,400.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
				T O T A L	**$2,400.00**

Reason: **To increase line item for anticipated expenses.**

_____

DEPARTMENT HEAD SIGNATURE

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-32486 **2. EE.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1284-421-00-280-047-3-XXX

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

BUDGETARY IMPACT:

Funds in the amount of $2,832.40 are available as of 5/23/12. No salary analysis is required as this is an overtime grant.

Attachments

LIT FY2010 Stonegarden

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/23/2012 09:44 AM
Budget & Management	Merlen P. Munoz	05/23/2012 03:14 PM
Sylvia Solis	Sylvia Solis	05/24/2012 11:28 AM
Auditor's Office	Arcilia Duran	06/01/2012 10:37 AM

Form Started By: Maria Del Rosario Gonzalez Started On: 05/23/2012 07:56 AM

Final Approval Date: 06/01/2012

DATE: May 22, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Stonegarden FY2010

ACCOUNT NUMBER: 2-1284-421-00-280-047-3-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1284-421-00-280-047-3-	230- Retirement	→	2-1284-421-00-280-047-3	250- Unemployment Comp.	10.78
					$10.78

REASON: To cover deficit in fringe benefits.

DEPARTMENT HEAD SIGNATURE

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

AI-32612 **3. A.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 06-05-12

Pct 2 & 4 Cert Plat & Utility Status 06-05-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/30/2012 01:38 PM
Olga Garza	Olga Garza	06/01/2012 04:09 PM
Auditor's Office	Monica Badillo	06/01/2012 05:01 PM

Form Started By: Irma Castillo Started On: 05/30/2012 01:17 PM

Final Approval Date: 06/01/2012

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	ROBERTO BARAJAS	1-9011
	COMM. COURT: JUNE 5, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-9011

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Roberto Barajas

Address: 2102 Esperanza
Weslaco Tx 78596

Phone: (956) 351-5827

Water Supplier: NAWSC

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Eagle nest eSlates #3 Lot #11 Blk 10,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8-14-07);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Reina);

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____ _____ _____
Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct ①2 3 4

Application No: 1-9011

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Roberto Barajas

Address: 2102 Esperanza

Weslaco, Tx 78596

Phone: 956-351-5827

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Eagle West estates #3 lot # 11 BLK 10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
✓ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Requesting Party (Signature) — Date: 5/24/12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
✓ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

5/30/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9011
May. 24, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

E0155-03-010-0011-00

[1] OWNER: BARAJAS ROBERTO
SILVA BEATRICE
2102 ESPERANZA N.
WESLACO TX 78596
Telephone No. 262-6154

[2] CONTRACTOR: LONE STAR

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 3,658 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X-25

[7] LEGAL DESC./NAME OF SUBDIVISION
EAGLESNEST EST. UNIT 3
LOT 11 BLK 10

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $24,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:44' SIDES:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date: 5/24/12

Approved by: AARON HERNANDEZ — Date: 12/28/11

Signature of Owner or Applicant — Date: 5/24/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

WARRANTY DEED WITH VENDOR'S LIEN

Date: July 5, 2011

Grantor: TONY BARBOSA and wife, LIDIA BARBOSA

Grantor's Mailing Address: P. O. Box 677
Helotes, Texas 78023
Bexar County

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk
On: Aug 03,2011 at 09:01A
As a Recording
Document Number: 2228517
Total Fees : 24.00
Receipt Number - 1214354
By:
Ismael Hidalgo, Deputy

Grantee: ROBERTO BARAJAS and wife, BEATRICE SILVA

Grantee's Mailing Address: 2102 Esperanza North
Weslaco, Texas 78596
Hidalgo County

Consideration:

Ten Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of TWENTY-FOUR THOUSAND AND NO/100THS DOLLARS ($24,000.00), payable to the order of TONY BARBOSA and wife, LIDIA BARBOSA, and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to MIGUEL D. WISE, Trustee.

Property (including any improvements):

Lot Eleven (11), Block Ten (10), Eagle's Nest Estates Subdivision, Unit III, Farm Tract 213 of the West and Adams Tract Subdivision, recorded in Volume 53, Pages 170-171 of the Map Records in the Office of the County Clerk, Hidalgo County, Texas, reference is here made for all purposes.

MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE OR TAXES TO THIS PROPERTY.

TONY BARBOSA

LIDIA BARBOSA

(Acknowledgment)

STATE OF TEXAS §

This instrument was acknowledged before me on this the 14 day of July, 2011, by **TONY BARBOSA** and **LIDIA BARBOSA.**

LENA M. ALONSO
Notary Public
STATE OF TEXAS
My Comm. Exp. Dec. 29, 2011

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

MIGUEL D. WISE, P.C.
3516 East Expressway 83, Suite A
Weslaco, Texas 78596

FILE: 10.252

PREPARED IN THE LAW OFFICE OF:

MIGUEL D. WISE, P.C.

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Marisol Castillo	4-11103
2.	Jose G. Rivera	4-11392
3.	Ashley N. Lopez; C/O Armando Lopez	4-9351
4.		
5.		
	COMM. COURT: June 5, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11103
NOV. 3, 2011

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Mansol Castillo

Address: 1015 Blancost Edinburg TX 78542

Phone: (956) 639-3799

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Water Supplier: —

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: 2095505-002

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Tierra De Santa Cruz Lot #10,

on _____, 20_____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):
Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 07-05-11);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria Cerda);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Maria Cerda);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Maria Cerda);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Cerda);

Maria Cerda

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11103

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Manso/Castillo

Address: 2015 Blancost
Edinburg Tx 78542

Phone: (956) 639-3799

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Tierra De Santa Cruz Lot #10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__/__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Manso Castillo — Requesting Party (Signature)

5-29-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
_____ Other (describe) _____

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

05/30/12 — **Date**

_____ — **County Official**

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN 24

Date: July 29, 2011

2230433

Grantor: Santa Cruz Properties, Ltd, a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540-0959

Grantee: Marisol R Castillo

Grantee's Mailing Address (including county):
2209 Gary Lane
Edinburg, Texas 78542
78542 County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Eighty-Six Thousand Five Hundred Dollars and No Cents ($86,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 10, Tierra de Santa Cruz Subdivision, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2223342

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 30, 20210, payable to the order of Texas National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 2147175. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

Santa Cruz Properties, Ltd, a Texas Limited Partnership

BY: Ruppert Company, L.L.C., a Texas Limited Liability Company, its General Partner

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 29 day of July, 2011, by Richard W. Ruppert, President of Ruppert Company, L.L.C., a Texas Limited Liability Company, as General Partner of Santa Cruz Properties, Ltd, a Texas Limited Partnership, a Texas Limited Partnership..

NOTARY PUBLIC STATE OF TEXAS
Ana I Vandever
My Commission Expires
05/20/2015

Ana Vandever
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Santa Cruz Properties, Ltd
P.O. Box 959
Edinburg, Texas 78540-0959

Software by ReMerge-It.com
(956) 630-9401
www.ReMerge-It.com

ReMerge-It

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11103
Nov. 3, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

T4770-00-000-0010-00

[1] OWNER: CASTILLO, MARISOL R.

2209 GARY LANE
EDINBURG, TX. 78542
Telephone No. 578-9307

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
TIERRA DE SANTA CRUZ LOT #10
8/04/2011MV209505-001NA/E

LOCATION: 0 N. BRUSHLINE & CIBOLO

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $20,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' WEST SIDE 6' REAR 35' E.SIDE 15' FINISH
FLOOR OF ELEV. 18" OF STREET.

Prepared by — Date: 11-3-11

Approved by — Date

Signature of Owner or Applicant — Date: 11-3-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO (335 P)
Panel No. /Suffix:_____ Pct: 4
Community No.: (480334)

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11392

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Jose G. Rivera

Address: 3213 Trailblazer Ave
Edinburg, TX 78542

Phone: (956) 607-0706

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	5/18/12

Water Supplier: Sharyland Water

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: 250984-002

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: La Puerta Subdivision Lot #24,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 08-10-09);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria Cortez);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 5/18/12);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 5/18/12);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Cortez);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11392

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Jose G. Rivera

Address: 3213 Trailblazer Ave

Edinburg, TX 78542

Phone: (956) 607-0706

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

La Puerta Subdivision Lot #84 3213 Trailblazer Ave

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__/__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Jose G. Rivera — Requesting Party (Signature)

5-18-2012 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
_____ Other (describe) _____

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

05/30/12 — **Date**

County Official

EDWARDS ABSTRACT
224325 S

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 2, 2012

Grantor: **INTER NATIONAL BANK**

Grantor's Mailing Address (including county): 1801 S. 2nd St.
McAllen, Texas 78503
Hidalgo County, Texas

Grantee: **JOSE G. RIVERA, a married person**

Grantee's Mailing Address (including county): 4812 S. 29th Street
McAllen, Texas 78503
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of One Hundred Thirty-three Thousand Two Hundred and 00/100 Dollars ($133,200.00) of which Twenty-one Thousand Five Hundred and 00/100 Dollars ($21,500.00) is purchase money. The Note is executed by Grantee, payable to the order of INTER NATIONAL BANK. The note is secured by a vendor's lien retained in favor of INTER NATIONAL BANK in this deed and by a deed of trust of even date from Grantee to Robert J. Hymel, Jr., Trustee.

Property (including any improvements):

Lot Eighty-four (84), LA PUERTA SUBDIVISION PHASE I, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 51, Pages 62-67, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in all walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the water and irrigation district; taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for the current and subsequent years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, transfers and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

Grantor has executed and delivered this Deed and has granted, bargained, sold and conveyed the Property, and Grantee has accepted this Deed and has purchased the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise of by an description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

INTER NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the Note described. The vendor's lien and the superior title to the Property are retained for the benefit of INTER NATIONAL BANK and are transferred to INTER NATIONAL BANK without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

INTER NATIONAL BANK

BY: _____

DAVID SALINAS, Executive Vice-President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 5 of MARCH, 2012, by DAVID SALINAS, Executive Vice-President of INTER NATIONAL BANK on behalf of INTER NATIONAL BANK on behalf of same and in his capacity thereof.

_____
Notary Public, State of Texas

LETICIA GOMEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-20-2015

AFTER RECORDING RETURN TO:
JOSE G. RIVER
4812 S. 29th Street
McAllen, Texas 78503

PREPARED BY:
The Alvarado Law Firm
4757 S. Jackson Rd., Ste. 103
Edinburg, Texas 78539
File/GF Number: 774325

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11392
Mar. 12, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

L1770-01-000-0084-00

[1] OWNER: RIVERA, JOSE G.

4812 S. 29TH ST.
MCALLEN, TX. 78503
Telephone No. 821-1953

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,839 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT 84

LOCATION: 0 107 & ROOTH

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $145,000

[11] SPECIAL FLOOD HAZARD AREA: ✓ YES ____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" OF STREET.

Prepared by — Date: 3-12-12

Approved by — Date: 3-12-12

Signature of Owner or Applicant — Date: 3-12-2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0335 D Pct: 4

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-9351 X-01.

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

C/O Name: Ashley N. Lopez / Armando Lopez

Address: P.M.B 240
212 W. University Dr
Edinburg, TX 78541

Phone: 956-501-0524

	Approved by Environmental Health:	Temporary Service	Final Service
		N/A	Charles Ramon
		Authorized Signature	Authorized Signature
	Inspection/Permit No:	—	Sewer Lot 71
	Date Approved:	1 1	5 12 5 12

Water Supplier: North Alamo Water

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 100327894696534 68

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as Caldonia Estates Lot 71,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-08-07);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Flor Castillo);

Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Charles Ramon);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Charles Ramon);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Flor Castillo);

Flor N. Castillo

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-0351.

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST: Ashely N. Lopez

C/O Name: Armando Lopez

Address: P.M.B 240 2112 W. University Dr.

Edinburg TX 78541

Phone: 956-501-0524

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

California Est. Lot 71

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
_✓_ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

Azhely N. Lopez

C/O Armando Lopez
Requesting Party (Signature)

5/24/2012
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_✓_ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
_✓_ Other (describe) Print.

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

5/25/12
Date

Nora Castillo
County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: 06/25/2009

Grantor: Caledonia Estates Subdivision Phase I.
Grantor's Mailing Address;
301 N. Main Suite # 6
McAllen, Texas 78501

Grantee: Ashley Nicole Lopez
Grantee's Phone Number: (956) 483-3032
Grantee's Mailing Address (including county
PMB240 2112 W. University Dr.
Edinburg TX 78541
Hidalgo County

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of $25,750.00 (TWENTY FIVE THOUSAND, SEVEN HUNDRED FIFTY AND NO CENTS.), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The purchase Note is secured by vendor's lien retained in this deed and by a deed of trust of even date to Roxanna Salinas, Trustee.

Property (including any improvements):

Lot(s) 71, Caledonia Estates Subdivision Phase I, as shown by the map or plat thereof recorded in volume 53, Page 52, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty.

1 Visible and apparent easements on or across the subject property;
2 Rights of parties in possession;
3 Easements, rights-of-way, and prescriptive rights, whether of record or not;
4 All recorded restrictions, covenants, conditions, oil and gas leases, mineral severance, and other instruments, other than liens and conveyances, that affect the property;
5 Rights of adjoining owners in any walls and fences situated on a common boundary;
6 Any encroachments or overlapping of improvements;
7 Any encroachments or overlapping of improvements;
8 All rights, obligations, and other matter emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9 Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

Caledonia Estates Subdivision Phase I

BY: _____
Ricardo R. Salinas
President

ITS: _____

(Acknowledgment)

State of Texas.
County of Hidalgo

This instrument was acknowledged before me on the 25th day of June 2009,
By Ricardo R. Salinas, President of Caledonia Estates Subdivision Phase I of behalf of said Texas Corporation.

_____
Notary Public, State of Texas

MARISSA ENDELIA BRAWN
Notary Public, State of Texas
My Commission Expires
January 23, 2013

AFTER RECORDING RETURN TO:

Caledonia Estates Subdivision Phase I
301 N. Main Suite #6
McAllen, Texas 78501

Chapter 232 Texas LGC Application

APPLICATION NO:
4-9351
Feb. 26, 2010

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C0345-01-000-0071-00

[1] OWNER: LOPEZ, ASHLEY

P.O. BOX 240
EDINBURG TX, 78539
Telephone No. 501-0524

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,700 Sq. Ft.

[6] USE OF BUILDING: RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
CALEDONIA ESTATES #2 LOT 71
#1

LOCATION: 0 C.CHAVEZ & CURRY

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $40,000

[11] SPECIAL FLOOD HAZARD AREA: ___YES
___NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SET BACKS & REGULATIONS.
FRONT 25' REAR 22' SIDE'S 6' FINISH FLOOR OF ELEV.
18" ABOVE TOP OF CURB.

Prepared by — Date: 2/20/2010

Approved by — Date: 2/22/2010

Signature of Owner or Applicant — Date: 2/26/2010

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER 30
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.:_____

Certification of Elevation
Required: ___YES ___NO ___BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

AI-32492 **4. A.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Verle Cray:
North on 493 to 13 Street, South of Hargill, East on 13 Street, 1 mile north side of road, cross road to tie into drain ditch. 1/4 mile west of Filegonia Road; 6" line

BACKGROUND

Attachments

vcray

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 04:29 PM
Olga Garza	Olga Garza	05/24/2012 04:26 PM
Auditor's Office	Arcilia Duran	05/29/2012 01:59 PM

Form Started By: Rebecca Gomez Started On: 05/23/2012 09:05 AM

Final Approval Date: 05/29/2012

REVISED JANUARY 2012

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 5th day of June, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

Verle Cray hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 6 inch water/ gas/sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. North on 493 to 13 Street south of Hargill, East on 13 Street 1 mile north side of road cross the road to tie into drain ditch. ¼ mile west of Filegonia Road.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 6" line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-32457 **5. A.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct #	Payer	Amt
H0450.00.086.0010.00	Guillermo or Carmen L Cano	$3223.47

BACKGROUND

Attachments

cano

Form Review

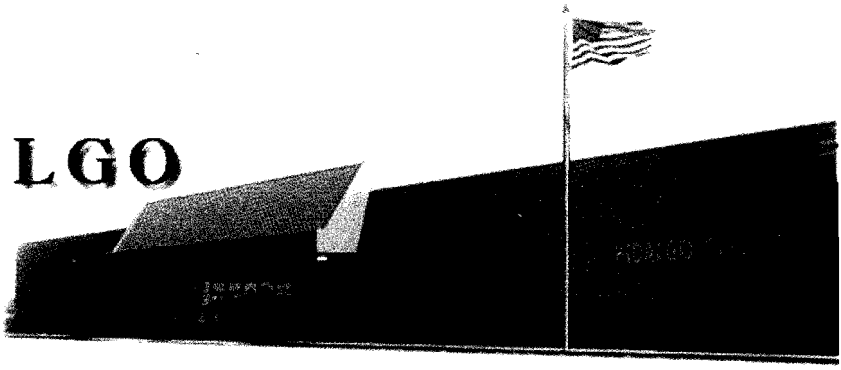
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/21/2012 11:14 AM
Perla Lopez	Perla Lopez	05/22/2012 02:21 PM
Auditor's Office	Arcilia Duran	05/29/2012 01:58 PM

Form Started By: Hilda Fuentes Started On: 05/21/2012 10:39 AM

Final Approval Date: 05/29/2012

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

May 16, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

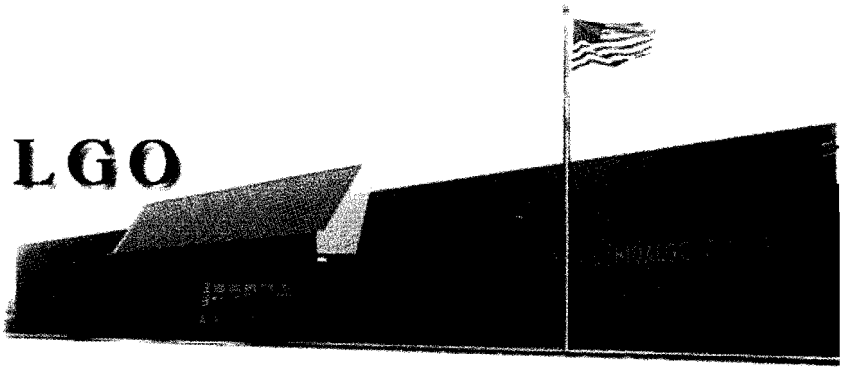
Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.H0450.00.086.0010.00	GUILLERMO OR CARMEN L CANO	$ 3,223.47

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name Guillermo Cano
~~CANO JOSE PEPE GC~~ PAYER: GUILLERMO OR CARMEN L CANO

Present mailing address *(number and street)*
155 PARADISE VALLEY

City, town or post office, state, ZIP code
SAN ANTONIO, TX 78227

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): HACKBERRY LT 10-11 BLK 86

Step 2: Describe the property

Address or location of property: 515 E. Juarez

184722

Account number of property:

H0450.00.086.0010.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	11/17 / 2010	$ 500.00	$ 500.00
2.	2010	09/23 / 2011	$ 521.51	$ 521.51
3.	2009-10	07/21 / 2011	$ 506.16	$ 506.16
4.	2009-10	09/12 / 2011	$ 895.80	$ 895.80
5. TOTAL	2008	03/23 / 2011	$ 500.00	$ 500.00

Taxpayer's reason for refund *(attach supporting documentation)*: 2008-09---2011--300.00 TOTAL:3223.47

AS PER PAYER THEY WERE NOT PROPERTY OWNERS SEE ATTACHED DEED.

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: Guillermo Cano — Date of application for tax refund: 4-27-12

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: BMS-11-12 5/11/12

sign here — Authorized officer — Date: 5/14/12

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here — Date: 5/1/12

5/11

AI-32577 **5. B.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
S2982.00.000.0015.00	Ridge Cbf Mcallen LLC	$4535.92
S2982.00.000.0015.00	Ridge Cbf Mcallen LLC	$5009.59
S3004.02.000.0003.00	Ridge Cbf Mcallen LLC	$8256.62
S3004.02.000.0003.00	Ridge Cbf Mcallen LLC	$9223.66

BACKGROUND

Attachments

Ridge

Form Review

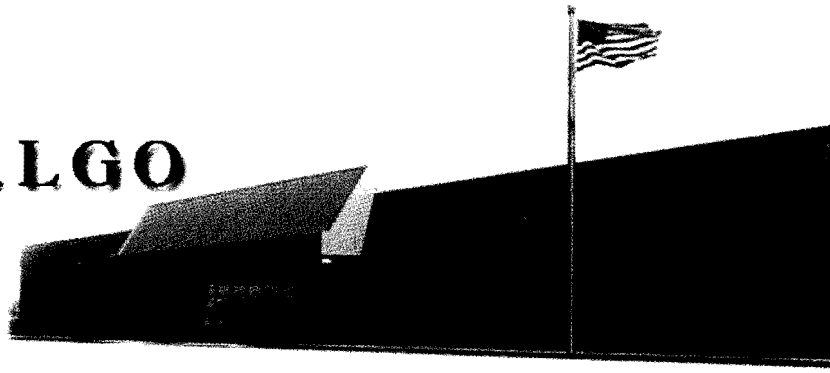
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/29/2012 08:04 AM
Perla Lopez	Perla Lopez	05/30/2012 02:15 PM
Auditor's Office	Arcilia Duran	06/01/2012 11:13 AM

Form Started By: Hilda Fuentes Started On: 05/25/2012 04:31 PM

Final Approval Date: 06/01/2012

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

May 25, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

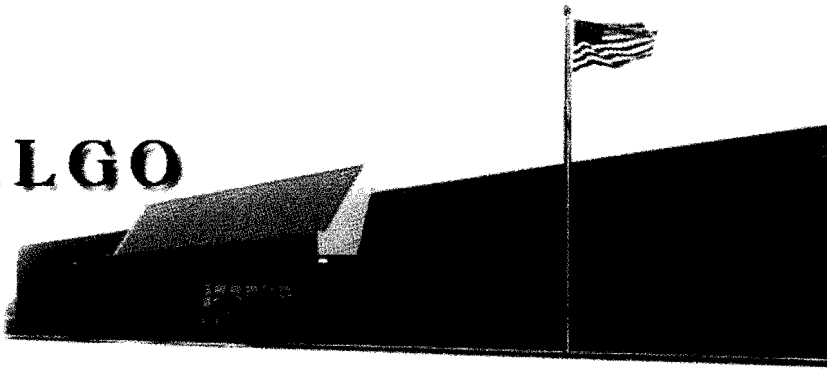
Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.S2982.00.000.0015.00	RIDGE CBF MCALLEN LLC	$ 4,535.92
2.S2982.00.000.0015.00	RIDGE CBF MCALLEN LLC	$ 5,009.59
3.S3004.02.000.0003.00	RIDGE CBF MCALLEN LLC	$ 8,256.62
4.S3004.02.000.0003.00	RIDGE CBF MCALLEN LLC	$ 9,223.66

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RIDGE CBF MCALLEN LLC 4

Present mailing address *(number and street)*
8430 W BRYAN MAWR STE 400 4

City, town or post office, state, ZIP code
CHICAGO, IL 60631 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND BUSINESS PARK LT 15

Step 2: Describe the property

Address or location of property:

623968 4

Account number of property:

S2982.00.000.0015.00 4

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. SHD	2009 4	/	$ 35906.90 4	$ 4535.92 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4535.92 A

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-2656-09-A 4

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PA) 5-25-12
AT 5/25/12

sign here — Authorized officer

Date: 5/25/12

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date: 5/25/12

5/25

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RIDGE CBF MCALLEN LLC

Present mailing address *(number and street)*
8430 W BRYAN MAWR STE 400

City, town or post office, state, ZIP code
CHICAGO, IL 60631

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND BUSINESS PARK LT 15

Step 2: Describe the property

Address or location of property:

623968

Account number of property:
S2982.00.000.0015.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. SHD	2010	/	$ 39656.57	$ 5009.59
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 5009.59

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-2656-09-A

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-25-12

sign here — Authorized official

Date: 5/25/12

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date: 5/25/12

5/25

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RIDGE CBF MCALLEN LLC

Present mailing address *(number and street)*
8430 W BRYAN MAWR STE 400

City, town or post office, state, ZIP code	Phone *(area code and number)*
CHICAGO, IL 60631	

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND SERVICE CENTER #2 LT3

Step 2: Describe the property

Address or location of property:

639130

Account number of property:

S3004.02.000.0003.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	01/29 / 2010	$ 84280.36	$ 8256.62
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 8256.62

Taxpayer's reason for refund *(attach supporting documentation)*: VALUE DECREASE

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-25-12
47-5125/18

sign here — Authorized officer	Date
	5/25/12
sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*	Date
	5/24/12

5/25

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RIDGE CBF MCALLEN LLC

Present mailing address *(number and street)*
8430 W BRYAN MAWR STE 400

City, town or post office, state, ZIP code
CHICAGO, IL 60631

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND SERVICE CENTER #2 LT3

Step 2: Describe the property

Address or location of property:

639130

Account number of property:

S3004.02.000.0003.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	01/31 / 2011	$ 85269.53	$ 9223.66
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 9223.66

Taxpayer's reason for refund *(attach supporting documentation)*: VALUE DECREASE

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (IN) 5-25-12
(OT) 5/25/12

sign here — Authorized officer

Date 5/25/12

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date 5/24/12

5/25

AI-32444 **6. A.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Melinda Villalpando Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: J.P. 5, 1

Information

CAPTION

J.P. 5/1:
Requesting approval to pay membership dues to the Justices of the Peace & Constables Association of Texas (JPCA) in the amount of $60.00 for Judge Espiridion "Speedy" Jackson, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-069-001-0-xxx

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

BUDGETARY IMPACT:
Req. #215722

Attachments

docs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/18/2012 01:24 PM
Ana Galvan	Ana Galvan	05/24/2012 11:50 AM
Auditor's Office	Arcilia Duran	05/29/2012 02:01 PM

Form Started By: Angela Garcia Started On: 05/18/2012 01:10 PM

Final Approval Date: 05/29/2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Espiridion Jackson do hereby state that my membership in the JPCA of Texas, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 5/15/2012

TITLE: Justice of the Peace

Before me Maricela C Estimbo, a Notary Public, appeared Espiridion Jackson, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) MARICELA C. ESTIMBO NOTARY PUBLIC STATE OF TEXAS EXPIRES 07-22-2013

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Jackson First Name: Espiridion MI:____ Title: Justice of the Peace

County: Hidalgo Precinct: 5 Place: 1

Office Address: P.O. Box 2127

City: Elsa State: Texas Zip: 78543

Office Phone #: 956-262-3300 Office Fax #: 956-262-4413

Email Address: speedy.jackson@co.hidalgo.tx.us Association District Number: _____

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

AI-32651 **Membership Dues 6. B.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to pay 2012 Hidalgo County annual membership dues with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor for the following:

Vendor/Company	Amount	Acct#
NACO	$10,420.00	2-1100-413-30-125-004-0-810
South Texas County Judges and Commissioners' Assoc.	$300.00	2-1100-413-30-125-004-0-810

BACKGROUND

2-1100-413-30-125-004-0-810

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-413-30-125-004-0-810

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

BUDGETARY IMPACT:

Funds available as of 6/1/12 $20,076.08.

Attachments

invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	05/31/2012 02:27 PM
Erika Zamora	Erika Zamora	06/01/2012 04:33 PM
Purchasing Department	Monica Badillo	06/01/2012 05:01 PM

Form Started By: Monica Badillo Started On: 05/31/2012 11:45 AM

Final Approval Date: 06/01/2012

NACo National Association of Counties
The Voice of America's Counties

Date: 01/10/2012

Statement: 77436

ID: 000048215O

Hidalgo County
100 E Cano St Fl 4
Edinburg, TX 78539-4582

REMITTANCE ADDRESS:

P.O. BOX 79007
Baltimore, MD 21279-0007
EIN# 53-0190321
Please contact NACo with questions about this charge at (202)942.4291 / Fax: (202)393.2630

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	AMOUNT OWED
		County Membership Dues		
77436	9/12/2011	01/01/2012 - 12/31/2012	$10,420.00	$10,420.00
		2012 Dues remain the same for a fifth year in a row per the NACo Board of Directors. Thank you for your membership in NACo! Your membership provides you with access to a wealth of exclusive member benefits that can save you, your residents and your employees money! Renew now and don't lose a moment of your tremendous membership benefits! If you need additional information, please contact Ilene Manster, Membership Coordinator, at 888.407.NACo (6226) x291 or e-mail imanster@naco.org.		

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 1/24/12 BY:

2-1100-413-30-125-004-0-810

$10,420.00

▼ PAYMENT FROM ▼ ▼ PLEASE RETURN WITH PAYMENT ▼

ID: 000048215O

Hidalgo County
100 E Cano St Fl 4
Edinburg, TX 78539-4582

Date: 1/10/2012

Statement: 77436

NACo
P.O. BOX 79007
BALTIMORE, MD 21279-0007

Participation and Membership Benefits Report

This report provides a detailed summary of services and dollars your county has received as a direct benefit from being a member of NACo.

Hidalgo County, TX

100 N Closner Blvd
County Courthouse
Edinburg, TX 78539-3523
Phone: (956)318-2600 **Fax:** (956)318-2699
Website: http://www.co.hidalgo.tx.us/

NACo Member County

County Seat: Edinburg
Year Organized: 1852
Square Miles: 1,569
Size of Board: 5
MSA: McAllen-Edinburg-Mission, TX Metropolitan Statistical Area
FIPS ID: 48215
Population: 774,769
Population/Sq Mile: 493
Dues: $ 10,420.00

NACo Program Participation

U.S. Communities Participant · Annual Savings

2011	2010	2009
$ 15,408	$ 21,772	$ 20,660

Federal Funds Lobbied for by NACo

At the federal level, NACo works to increase, maintain or create funding for programs that benefit county governments and their residents. It is important to note that these programs listed here represent the types of programs on which NACo lobbies. This is not the complete list of all the federal funds counties receive, but a sample of specific federal programs through which counties receive funding as a result of NACo's lobbying efforts.

Year	PILT	SCAAP	CDBG	HOME	SRS
2011	$ 0	$ 200,395	$ 7,639,061	$ 2,621,620	$ 0
2010	$ 0	$ 418,866	$ 9,139,948	$ 2,973,382	$ 0
2009	$ 0	$ 672,794	$ 8,439,993	$ 2,986,003	$ 0
2008	$ 0	$ 473,298	$ 8,340,418	$ 2,685,837	$ 0

Economic Recovery Funds

Year	CDBG Recovery Funded	EECBG	NSP1	Byrne JAG
2009	$ 2,265,128	$ 3,539,500	$ 2,867,058	$ 519,453

NACo Educational & Professional Development

Conference / Event	Total Attendees
2011 NACo Legislative Conference	2
2010 Annual Conference and Exposition	1
2009 Annual Conference and Exposition	1

2008 Legislative Conference	1
2008 Annual Conference	1

Year	Webinar	Total Attendees
2010	Partnerships to Support Your Local Workforce Investment	1
2009	Energy Block Grant Implementation & Reporting	1
2009	Energy Efficiency And Conservation Block Grant	1
2009	Leading in Tough Times - County Budget Strategies During Recession	1

Publications and Subscriptions

County News Subscriptions	13
NACo eNews	18

South Texas
County Judges & Commissioners Association

Jerry Garza, President
Webb County Commissioner, Pct. 3
P.O. Box 29
Laredo, TX 78042
956-523-4625 - Phone
956-523-4662 - Fax
jerrygarza@webbcountytx.gov

Neil Fritsch, 1st Vice President
Calhoun County Commissioner, Pct. 3
24627 State Hwy 172
Port Lavaca, TX 77979
361-893-5346 - Phone
361-893-5309 - Fax
neil.fritsch@calhouncotx.org

Joseph Rathmell, 2nd Vice President
Zapata County Judge
200 E. 7th Avenue, Ste. 115
Zapata, TX 78076
956-765-9920 - Phone
956-765-9926 – Fax
zcjo@zapatacountytx.org

Raul M. Ramirez, Past President
Brooks County Judge
P. O. Box 515
Falfurrias, TX 78355
361-325-5604 - Phone
361-325-5369 - Fax
raul.ramirez@brooks-county.com

RECEIVED
FEB 17 2012
COUNTY JUDGE

February 13, 2012

The Honorable Ramon Garcia
Hidalgo County
1615 South Closner, Suite J
Edinburg, TX 78539

RE: 2012 Annual Membership Dues
South Texas County Judges' and Commissioners' Association

Dear Judge Garcia,

Enclosed is the registration form for the 2012 Annual Membership Dues to the South Texas County Judges' and Commissioners' Association. Registration dues are due back by April 30, 2012

The 2012 conference will be held in San Antonio, Texas June 18th through the 21st. Registration packets will be forthcoming.

Please call me at (956) 523-4625 if you have any questions or comments.

Sincerely,

Jerry Garza

Jerry Garza
Webb County Commissioner
President STCJCA

Enclosure

21100-413-30-125-004-0-810

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 2/21/12 BY: Laura T.

2012 ANNUAL MEMBERSHIP DUES TO THE SOUTH TEXAS COUNTY JUDGES' AND COMMISSIONERS' ASSOCIATION

COUNTY: Hidalgo

County Judge: Ramon Garcia

Commissioner Precinct 1 Joel Quintanilla

Commissioner Precinct 2 Hector "Tito" Palacios

Commissioner Precinct 3 Joe M. Flores

Commissioner Precinct 4 Joseph Palacios

Dues for the Year 2012 are due by April 30, 2012.

Amount: $300.00

Please make check payable to South Texas County Judges' and Commissioners' Association.

Please mail to: Neil E. Fritsch, Calhoun County Commissioner, Pct. 3
1st Vice President
South Texas County Judges' and Commissioners' Association
24627 State Hwy. 172
Port Lavaca, TX 77979

AI-32468 **7. A.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Monthly collection reports for March and April 2012.

OFFICE	FEES & COST	MONTH
Mr. Eduardo Olivarez, Chief Administrative Officer	$ 38,155.00	March 2012
The Hon. Jose M. Flores, Comm. Pct. 3, Anzaldua's Park	$ 5,324.00	April 2012
The Hon. Joel Quintanilla, Comm. Pct. 1, Delta Lake	$ 3,672.00	April 2012
The Hon. Celestino Avila, Constable Precinct No. 1	$ 550.00	April 2012
The Hon. Larry Gallardo, Constable Precinct No. 3	$ 3,113.00	April 2012
The Hon. Daniel Marichalar, Constable Precinct No. 5	$ 620.00	April 2012
Mr. Juan Martinez, Fire Marshal	$ 6,726.25	April 2012
Ms. Angie Chapa, Law Librarian	$ 1,333.25	April 2012

BACKGROUND

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/21/2012 04:29 PM
Erika Zamora	Erika Zamora	05/24/2012 09:50 AM
Auditor's Office	Arcilia Duran	05/29/2012 01:59 PM

Form Started By: Maria Medina Started On: 05/21/2012 03:01 PM

Final Approval Date: 05/29/2012

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

May 21, 2012

The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner Suite J
Edinburg, Texas 78539

Dear Judge Garcia:

Please include the attached Monthly Collection Reports on the next Commissioners' Court Agenda:

OFFICE	FEES & COST	MONTH
Mr. Eduardo Olivarez, Chief Administrative Officer	$ 38,155.00	March 2012
The Hon. Jose M. Flores, Comm. Pct. 3, Anzaldua's Park	$ 5,324.00	April 2012
The Hon. Joel Quintanilla, Comm. Pct. 1, Delta Lake	$ 3,672.00	April 2012
The Hon. Celestino Avila, Constable Precinct No. 1	$ 550.00	April 2012
The Hon. Larry Gallardo, Constable Precinct No. 3	$ 3,113.00	April 2012
The Hon. Daniel Marichalar, Constable Precinct No. 5	$ 620.00	April 2012
Mr. Juan Martinez, Fire Marshal	$ 6,726.25	April 2012
Ms. Angie Chapa, Law Librarian	$ 1,333.25	April 2012

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

HIDALGO COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
MONTHLY FEES REPORT
FOR THE MONTH OF: MARCH 2012 PBC

Part I: RECAP OF COLLECTIONS

A. TOTAL CASH COLLECTED **$38,155.00** X4, X5

X8a, X9a, X11a

1. ON-SITE SEWAGE DISPOSAL INSPECTION PERMIT FEES
   a. INSTALLATION PERMIT FEE
      1. EDINBURG **$7,480.00** X13 ✓
      2. MISSION **$3,740.00** X14 ✓
      3. WESLACO **$2,210.00** X15 ✓

      $13,430.00 X7 ✓

   b. FINAL INSPECTION PERMIT FEE
      1. EDINBURG **$5,280.00** X13 ✓
      2. MISSION **$2,640.00** X14 ✓
      3. WESLACO **$1,560.00** X15 ✓

      $9,480.00 X10 ✓
2. RESTAURANT PERMIT FEES $11,275.00 X12 ✓
3. FOOD HANDLER'S CERTIFICATE FEES $3,970.00 X12 ✓
4. MOBILE UNIT DECAL FEES $-

TOTAL AMOUNT DUE TO THE COUNTY TREASURER: (Should Match Amt in Part II) **$38,155.00**

Part II: SUMMARY OF COLLECTIONS REMITTED TO THE CO. TREASURER

Name of Fee Collected	Fee Amt.	Statute Ref.	# Issued	GL Account Number	Amount Collected
LOCAL FEES			X7		
Installation Permit Fee	$75	HSC § 366.001 (A)	✓ 158	1100-345-21-340-000-0-000	**$11,850.00** X7, X8a ✓
Final Inspection Permit Fee	$60	HSC § 366.001 (A)	✓ 158 X10	1100-345-25-340-000-0-000	**$9,480.00** X10, X11a ✓
Restaurant Inspection Fee	$100, $50, $25	HSC § 437.012	✓ 223 X3	1100-345-22-340-000-0-000	**$11,275.00** X3, X4 ✓
Food Handler's Certificate Fee	$10	HSC § 438.047	✓ 397 X3	1100-345-23-340-001-0-000	**$3,970.00** X3 X5 ✓
Mobile Unit Decal Fee	$5	HSC § 121.006 (a)	0	1100-345-24-340-000-0-000	$ $-
STATE FEES					
TCEQ Waste Water Fee	$10	HSC § 367.010	✓ 158 X7	1100-207-20-000-002-0-000	**$1,580.00** X7, X9-a ✓
TOTAL AMOUNT DUE TO THE COUNTY TREASURER:					**$38,155.00**

X4, X5, X8a, X9a, X11a

variance should => "0"

PREPARED BY

4-4-12
DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME & I CERTIFY IT TO BE TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.

4/4/12
DATE

Eliando Ramos
HEALTH DEPARTMENT DIRECTOR

This Report is Due in the Office of the County Auditor before the (5th) workday of the following month.

HIDALGO COUNTY AUDITOR'S OFFICE X12
APPROVED BY: Bmo
DATE: 4/20/12 4/20/12

X1

HIDALGO COUNTY, TEXAS
ANZALDUAS PARK, PRECINCT 3
MONTHLY REPORT FOR THE MONTH ENDING
April 30, 2012

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	COUNTY TREASURER DATE OF DEPOSIT	COUNTY TREASURER RECEIPT NUMBER	DEPOSIT SLIP NUMBER
1	4/1/2012	352540	352621	82	$328.00	$ 328.00	4/1/2012	154725	231 00557
2	4/2/2012								231
3	4/3/2012								231
4	4/4/2012								231
5	4/5/2012								231
6	4/6/2012								231
7	4/7/2012	352622	352746	125	$ 500.00	$ 500.00	4/7/2012	154856	231 00558
8	4/8/2012	352747	353451	705	$ 2,820.00	$ 2,820.00	4/8/2012	154857	231 00559
9	4/9/2012								231
10	4/10/2012								
11	4/11/2012								
12	4/12/2012								231
13	4/13/2012								231
14	4/14/2012	353452	353502	51	$ 204.00	$ 204.00	4/14/2012	155019	231 00560
15	4/15/2012	353503	353591	89	$ 356.00	$ 356.00	4/15/2012	155020	231 00561
16	4/16/2012								231
17	4/17/2012								231
18	4/18/2012								231
19	4/19/2012								231
20	4/20/2012								231
21	4/21/2012	353592	353660	69	$ 276.00	$ 276.00	4/21/2012	155270	231 00562
22	4/22/2012	353661	353764	104	$ 416.00	$ 416.00	4/22/2012	155271	231 00563
23	4/23/2012								231
24	4/24/2012								231
25	4/25/2012								231
26	4/26/2012								231
27	4/27/2012								231
28	4/28/2012	353765	353801	37	$ 148.00	$ 148.00	4/28/2012	155415	231 00564
29	4/29/2012	353802	353870	69	$ 276.00	$ 276.00	4/29/2012	155416	231 00565
30	4/30/2012								231
31									231
				1331	x $4.00				$ 5,324.00

TOTAL AMOUNT DUE TO GENERAL FUND-----**1100-347-40-123-000-0-000**---------- $ 5,324.00

LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND---------- $ 5,324.00

TOTAL FUNDS DUE TO THE COUNTY TREASURER---------- $ -

PREPARED BY: Jorge Y Saenz DATE: 4/30/12

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

J Flores Jr. 4/30/12

JOSE M. FLORES
COMMISSIONER PRCT NO. 3

DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#3-001 REVISED:9/5/05

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bmo JT
DATE: 5/7/12 6/19/18

HIDALGO COUNTY, TEXAS
DELTA LAKE PARK, PRECINCT 1
MONTHLY REPORT FOR THE MONTH ENDING
April 2012

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	DEPOSIT SLIP NUMBER
1	4/1/2012	299038	299112	75	$ 150.00	$ 150.00	4/3/2012	154794	211 O2181
2	4/2/2012	299113	299119	7	$ 14.00	$ 14.00	4/4/2012	154858	211 O2182
3	4/3/2012	299120	299128	9	$ 18.00	$ 18.00	4/5/2012	154859	211 O2183
4	4/4/2012	299129	299141	13	$ 26.00	$ 26.00	4/5/2012	154860	211 O2184
5	4/5/2012	299142	299168	27	$ 54.00	$ 54.00	4/10/2012	154931	211 02185
6	4/6/2012				$ -				211
7	4/7/2012	299169	299277	109	$ 218.00	$ 217.00	4/10/2012	154932	211 O2186
8	4/8/2012	299278	300272	995	$ 1,990.00	$ 1,991.00	4/10/2012	154933	211 O2187
9	4/9/2012				$ -				211
10	4/10/2012	300273	300278	6	$ 12.00	$ 12.00	4/13/2012	155014	211 O2188
11	4/11/2012	300279	300280	2	$ 4.00	$ 4.00	4/13/2012	155015	211 O2189
12	4/12/2012	300281	300284	4	$ 8.00	$ 8.00	4/17/2012	155131	211 O2190
13	4/13/2012	300285	300297	13	$ 26.00	$ 26.00	4/17/2012	155132	211 O2191
14	4/14/2012	300298	300363	66	$ 132.00	$ 132.00	4/17/2012	155133	211 O2192
15	4/15/2012	300364	300452	89	$ 178.00	$ 178.00	4/17/2012	155134	211 O2193
16	4/16/2012	300453	300454	2	$ 4.00	$ 4.00	4/20/2012	155272	211 O2194
17	4/17/2012	300455	300457	3	$ 6.00	$ 6.00	4/20/2012	155273	211 O2195
18	4/18/2012	300458	300463	6	$ 12.00	$ 12.00	4/20/2012	155274	211 O2196
19	4/19/2012	300464	300466	3	$ 6.00	$ 6.00	4/24/2012	155358	211 02197
20	4/20/2012	300467	300470	4	$ 8.00	$ 8.00	4/24/2012	155359	211 02198
21	4/21/2012	300471	300632	162	$ 324.00	$ 324.00	4/24/2012	155360	211 02199
22	4/22/2012	300633	300734	102	$ 204.00	$ 204.00	4/24/2012	155361	211 02200
23	4/23/2012	300735	300740	6	$ 12.00	$ 12.00	4/26/2012	155432	211 O2201
24	4/24/2012	300741	300747	7	$ 14.00	$ 14.00	4/26/2012	155433	211 02202
25	4/25/2012				$ -	$ -			211 0
26	4/26/2012	300748	300751	4	$ 8.00	$ 8.00	4/30/2012	155471	211 O2203
27	4/27/2012	300752	300760	9	$ 18.00	$ 18.00	4/30/2012	155472	211 02204
28	4/28/2012	300761	300800	40	$ 80.00	$ 80.00	4/30/2012	155473	211 02205
29	4/29/2012	300801	300869	69	$ 138.00	$ 138.00	4/30/2012	155474	211 02206
30	4/30/2012	300870	300873	4	$ 8.00	$ 8.00	5/3/2012	155553	211 O2207
31	5/1/2012				$ -				211
				1836	$ 3,672.00	$3,672.00			

TOTAL RECEIPTS AND FUNDS COLLECTED: 1836 x $2.00 $ 3,672.00

TOTAL AMOUNT DUE TO GENERAL FUND-----**1100-347-40-121-000-0-000**----- $ 3,672.00
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND----- $ 3,672.00
TOTAL FUNDS DUE TO THE COUNTY TREASURER----- $ -0-

PREPARED BY: Delma L. Cantu DATE: 5/4/12

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JOEL QUINTANILLA
COMMISSIONER PRCT NO. 1

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bmo 4F
DATE: 5/10/12 5/11/12

DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#1-002 REVISED:4/10

Constable Celestino A la Jr. Monthly Report

For the Month Ending April 2012 PBC

Date	Plaintiff	Defendant	Receipt #	Cause #	Type of Service	In/Out County	Court	Treasurer #	Amount Due
Thursday, April 12, 2012	Alma Vela	Eric Trevino	010552-1	12-04-51017-CV	Divorce Decree	Out of County	District Clerk	155308	$70.00
Monday, April 16, 2012	Alissa Perez (dba) Diamond Eight Industries,	Robert Garcia TDT sales (aka) Tianguis de Texas	010553-1	CC12-095JM	Citation	In County	Justice Clerk	155309	$70.00
Monday, April 16, 2012	Alissa Perez (dba) Diamond Eight Industries,	Roberto Garcia Jr. TDT sales (aka) Tianguis de Texas	010553-1	CC12-095JM	Citation	In County	Justice Clerk	155309	$70.00
Monday, April 16, 2012	Alissa Perez (dba) Diamond Eight	Mariela Garcia, TDT sales (aka) Tianguis de Texas	010553-1	CC12-095JM	Citation	In County	Justice Clerk	155309	$70.00
Wednesday, April 18, 2012	Bank of America / Country Wide Home	Olinda Utley and all occupants	010554-1	FED12-042JM	FED	In County	Justice Clerk	155310	$70.00
Wednesday, April 18, 2012	US Bank, N.A.	Elisa Amaya and all other occupants	010555-1	FED12-034JM	Writ of Possession	In County	Justice Clerk	155310	$200.00
Grand Total									**$550.00**

21 X23

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bmo
DATE: 5/14/12 5/14/12

Friday, May 04, 2012

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1*

Prepared by: _____ *Chief Deputy*

X X3

CONSTABLE, PCT. 3 LARRY GALLARDO MONTHLY REPORT

For the Month Ending April

PBC

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
4/2/2012	DERICO PEREZ, JR.	HECTOR GARZA	9846	JCD-918	CITATION (STARR CO.)	X		X					154767	$70.00
4/2/2012	FOUR FLAGS AREA CREDIT UNION	RANDALL PLACE	9847	2012C20596GC	SUMMONS (MICHIGAN STATE)	X				X			154767	$70.00
4/2/2012	CLINICAL LABORATORIES, INC.	LABSERVICES, INC.	9848	DC-10-12704-C	WRIT OF EXECUTION (DALLAS CO)	X				X			154767	$200.00
4/2/2012	DEERE CREDIT, INC.	SERVICES LLC & ELI CAMARGO	9849	C-1490-11-J	WRIT OF EXECUTION		X			X			154767	$200.00
4/4/2012	CROWN OF THORNS	MAXOR GROUP, LLC	9850	141-258492-12	CITATION (TARRANT CO)	X				X			154811	$70.00
4/4/2012	STATE OF TEXAS	DULCE MARISOL SOLIS	9851	F-0365-12-4	CITATION		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	NORBERTO PEREZ	9851	F-0330-12-G	CITATION		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	YSIDRA NAVARRO	9851	F-0115-12-E	CITATION		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	JESUS ENRIQUE JIMENEZ	9851	F-0183-12-7	CITATION		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	ROEL DAVID HERNANDEZ	9851	F-0160-12-7	CITATION		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	CINDY BUSTAMANTE	9851	F-0183-12-7	CITATION		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	JUAN A. RODRIGUEZ	9851	F-1010-02-B	CITATION		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	DAVID A. ROCHA	9851	F-6400-11-C	CITATION		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	JUAN A. NUNEZ	9851	F-6515-11-A	CITATION		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	VIVIANA RAMOS	9851	F-2766-02-F	CITATION		X			X			154811	$46.20
													Page Total	$1,072.00
													Grand Total	

RECEIVED BY COUNTY AUDITOR 2012 MAY 8 AM 8 32

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: _____ Constable, Precinct 3

Prepared by: _____

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____
DATE: 5/15/12 5/16/12

CONSTABLE, PCT. 3 LARRY GALLARDO MONTHLY REPORT

For the Month Ending April

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE THE COUNTY
4/4/2012	STATE OF TEXAS	VIVIANA RAMOS	9851	F-2766-02-F	PRECEPT		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	JOSE LUIS ALANIZ	9851	F-1272-07-C	CITATION		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	JOSE LUIS ALANIZ	9851	F-1272-07-C	PRECEPT		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	DANIEL M. BANUELOS	9851	C-3073-97-G	CITATION		X			X			154811	$46.20
4/4/2012	STATE OF TEXAS	RICARDO GARCIA	9851	F-2266-07-2	CITATION		X			X			154811	$46.20
4/12/2012	HIDALGO COUNTY, ET. AL	FIVE FAMILIES DISTRIBUTING, LLC	9852	T-1754-11-B	TAX WARRANT		X			X			154946	$200.00
4/12/2012	E-E ISD. ET AL	QUICK MART	9853	T-1334-11-I	TAX WARRANT		X			X			154946	$200.00
4/17/2012	HIDALGO COUNTY, ET. AL	TAQUERIA MOLCAS, L.L.C.	9854	T-1901-11-J	TAX WARRANT		X			X			155176	$200.00
4/17/2012	EDINBURG CISD, ET AL	SOUTHERN ORTHOPAEDICS & SPORTS MEDICINE	9855	T-1839-11-F	TAX WARRANT		X			X			155176	$200.00
4/17/2012	HIDALGO COUNTY, ET. AL	JOSE M. ROJAS	9856	T-1902-11-D	TAX WARRANT		X			X			155176	$200.00
4/17/2012	HIDALGO COUNTY, ET. AL	SINUGBA HOUSE LLC	9857	T-0590-12-A	TAX WARRANT		X			X			155176	$200.00
4/17/2012	EQUINE SPORTS MEDICINE & SURGERY INC	ANTONIO FLORES	9858	SC3-12-1492	SMALL CLAIMS	X		X					155176	$70.00
4/19/2012	GONZALEZ FURNITURE	ALICIA SANCHEZ	9859	C-0667-12-21	CITATION		X	X					155177	$70.00
4/23/2012	UNITED COMMUNITY CREDIT UNION	RAFAEL VILLARREAL	9860	CV22C0034351	CITATION (HARRIS CO)	X		X					155282	$70.00
4/24/2012	HOPE LUMBER SUPPLY CO	ROBERTO SALINAS	9861	C-901-11-D-1	WRIT OF EXECUTION		X			X			155348	$200.00
													Page Total	$1,841.00
													Grand Total	

THE COUNTY OF HIDALGO TEXAS

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: _____
Constable, Precinct 3

Prepared by: _____

CONSTABLE, PCT. 3 LARRY GALLARDO MONTHLY REPORT

For the Month Ending April

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
4/24/2012	INTER NATIONAL BANK	ALBERT D. CARDENAS	9862	CL-39, 596-B	WRIT OF EXECUTION		X		X				155348	$200.00
													Page Total	$200.00
													Grand Total	$3715.00

1 X23

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: _____
Constable, Precinct 3

Prepared by: _____

County Auditor's Form AS-C-002 Revised: 3/01

X6 X6

CONSTABLE DANIEL MARICHALAR MONTHLY REPORT
For the Month Ending April 2012 PBC

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE			Juctice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
					OUT OF COUNTY (OC / IN-COUNTY (IC)	OC	IC							
4/14/2012	LACKS STORES	EDWARDA CRUZ	08801	CC12-321	CIVIL CASE		X	X					155040	$ 70.00
	VOID RECEIPT		08802										155040	
4/14/2012	LACKS STORES	ANDREA CARBANTES	08803	CC11-291	WRIT OF POSS.		X	X					155040	$ 200.00
4/16/2012	LACKS STORES	FLORIDALIA GARZA	08804	CC12-322	CIVIL CASE		X	X					155040	$ 70.00
4/16/2012	LORENZO LEAL	MARIA E. DIAZ	08805	FED12-435	FED		X	X					155040	$ 70.00
	VOID RECEIPT		08806											
4/26/2012	RUBEN BOSQUEZ	JOHNNY ESTRADA	08807	CV120025	CIVIL CASE		X	X					155349	$ 70.00
4/27/2012	RONNIE TERRY	ESMERALDA MARTIN	08808	FED12-436	FED		X	X					155543	$ 70.00
4/30/2012	BANK OF AMERICA	ALFREDO HINOJOSA	08809	FED12-427	FED		X	X					155543	$ 70.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: ~~D MARICHALAR~~ D. Ramos
Constable Pct. 5

Prepared by Roxanne Elizondo

THE COUNTY OF HIDALGO TEXAS

County Auditor's Form AS-C-002 Revised 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bmo
DATE: 5/8/12 5/9/12

HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT
FOR THE MONTH OF APRIL 2012 PBC

	DATE	APPLICANT NAME	RECEIPT NUMBER	Cash	Check	MO	TYPE OF SERVICE	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
(1)	4/2/2012	Rafael Garza	5640		X		Business Occupy	154760	$50.00
	4/2/2012	Manuel Saucedo	5641	X			Business Occupy	154760	$50.00
	4/2/2012	Erica Garcoa	5642		X		Business Occupy	154760	$50.00
	4/4/2012	Laura A Hernandez	5643		X		Business Occupy	154844	$50.00
	4/4/2012	Felix Chavez, Jr.	5644		X		Building Permit	154844	$200.00
	4/4/2012	Carlos de Leon	5645	X			~~Building Permit~~ Business Occupy	154844	$50.00
	4/4/2012	Maribel Salinas	5646	X			Business Occupy	154844	$50.00
	4/4/2012	Hector Contreras	5647	X			Business Occupy	154844	$50.00
	4/4/2012	Yolanda Lopez	5648	X			Business Occupy	154844	$50.00
	4/4/2012	Divina Construction	5649		X		Building Permit	154844	$908.75
	4/4/2012	Victor D. Valero	5650	X			Business Occupy	154844	$50.00
	4/4/2012	Alejandra Gonzalez	5651	X			Business Occupy	154844	$50.00
	4/4/2012	Yolanda Hill	5652		X		Day Care	154844	$50.00
	4/4/2012	Gabino Reyes	5653	X			Business Occupy	154844	$50.00
	4/4/2012	Maria De Leon	5654	X			Business Occupy	154844	$50.00
	4/4/2012	Celeste Tenorio	5655	X			Business Occupy	154844	$50.00
	4/4/2012	Jason Alaniz	5656		X		Business Occupy	154844	$50.00
	4/4/2012	Omar Saenz	5657	X			Business Occupy	154844	$50.00
	4/4/2012	Adalberto Garcia	5658		X		Business Occupy	154844	$50.00
(20)	4/4/2012	Juan F. Rodriguez	5659	X			Building Permit	154844	$200.00
	4/4/2012	Maria Garza	5660	X			Day Care	154844	$50.00
	4/10/2012	First Korean Presbyterian Church	5661		X		Building Permit	154900	$200.00
(23)	4/11/2012	Anita Flores	5662		X		Day Care	154942	$50.00
	4/11/2012	Anita Flores	5663		X		Day Care	154942	$50.00
	4/11/2012	Aracelys Otano	5664	X			Business Occupy	154942	$50.00
	4/11/2012	Margarita /Jorge Cervantes	5665	X			Business Occupy	154942	$50.00
	4/11/2012	Adriana G. Martinez	5666	X			Business Occupy	154942	$50.00
	4/11/2012	Gudalupe Rocha	5667	X			Business Occupy	154942	$50.00
	4/11/2012	Manuel Garcia	5668	X			Business Occupy	154942	$50.00
	4/11/2012	Amanda Montemayor	5669		X		Business Occupy	154942	$50.00
	4/11/2012	Amanda Montemayor	5670		X		Business Occupy	154942	$50.00
	4/11/2012	Martha Held	5671	X			~~Foster Home~~ OK	154942	$50.00
(33)	4/11/2012	Jesselyne Flores	5672	X			Business Occupy	154942	$50.00
	4/13/2012	Carolina Bendana	5673	X			Business Occupy	155022	$50.00
	4/13/2012	Nelson Monterosa	5674	X			Day Care	155022	$50.00
(36)	4/18/2012	Jesus & Maria Zuniga	5675	X			Business Occupy	155109	$50.00
(37)	4/18/2012	Lorena Flores	5676	X			Business Occupy	155109	$50.00
	4/18/2012	David Gomez	5677		X		Fire Protection Sys	155109	$150.00

X8

X1

4/18/2012	Elvia Villarreal	5678		X		Building Permit	155109	$200.00
4/18/2012	Subhash Base	5679		X		Business Occupy	155109	$50.00
4/18/2012	Graciela Morales	5680	X			Business Occupy	155109	$50.00
4/18/2012	Alma G. Rodriguez	5681	X			Business Occupy	155109	$50.00
(43) 4/18/2012	Martin Blanco	5682	X			Business Occupy	155109	$50.00
4/18/2012	Alyanette Alaniz	5683	X			Business Occupy	155109	$50.00
4/18/2012	Alma Silva	5684	X			Business Occupy	155109	$50.00
4/18/2012	Emilio Perez	5685	X			Business Occupy	155109	$50.00
4/18/2012	Eludio Mendoza	5686	X			Business Occupy	155109	$50.00
4/18/2012	Mayra Torres	5687	X			Building Permit	155109	$200.00
4/18/2012	Julio Hernandez	5688	X			Business Occupy	155109	$50.00
(50) 4/18/2012	Blanca Gutierrez	5689	X			Business Occupy	155109	$50.00
4/18/2012	Aracelia Cardenas	5690	X			Business Occupy	155109	$50.00
4/18/2012	Francisco Juarez	5691		X		Business Occupy	155109	$50.00
4/18/2012	Efrain Garza	5692		X		Business Occupy	155109	$50.00
4/18/2012	Jorge De La Vega	5693	X			Building Permit	155109	$410.00
4/18/2012	Francisco salinas	5654	X			Business Occupy	155109	$50.00
4/18/2012	Octaviono Avitia	5695		X		Business Occupy	155109	$50.00
4/18/2012	Nene Lopez	5696		X		Fire Alarm System	155109	$100.00
(58) 4/18/2012	Daniel Oviedo	5697	X			Business Occupy	155109	$50.00
4/18/2012	Maria Perez	5698	X			Building Permit	155109	$200.00
4/18/2012	Maria de Jesus Vega	5699	X			Business Occupy	155109	$50.00
4/18/2012	Roy Rodriguez	5700	X			Building Permit	155109	$200.00
4/18/2012	Perla Torres	5701		X		Business Occupy	155109	$50.00
4/18/2012	German Santiago	5702	X			Business Occupy	155109	$50.00
4/20/2012	Security International, Inc.	5703		X		Fire Alarm System	155194	$100.00
4/23/2012	Hidalgo County - Elsa Headstart	5704		X		Day Care	155311	$50.00
4/23/2012	Hidalgo County - Monte Alto	5705		X		Day Care	155311	$50.00
4/25/2012	Hill Top Gardens	5706		X		Building Permit	155344	$200.00
4/25/2012	Maria Lopez	5707	X			Business Occupy	155344	$50.00
4/25/2012	Guadalupe Urbina	5708	X			Business Occupy	155344	$50.00
4/25/2012	Diana Brown	5709	X			Business Occupy	155344	$50.00
4/25/2012	Estefana Montemayor	5710	X			Business Occupy	155344	$50.00
4/25/2012	Eltornado LLC	5711	X			Business Occupy	155344	$50.00
4/25/2012	Mary Garcia	5712		X		Day Care	155344	$50.00
4/25/2012	Diana E. Mancha	5713	X			Business Occupy	155344	$50.00
4/26/2012	Jorge Garza	5714		X		Business Occupy	155454	$50.00
4/26/2012	AEC Enginerring	5715		X		Building Permit	155454	$357.50

X9

X1-9

						Page Total		$6,726.25
						Grand Total		$6,726.25

X23

This report has been personally reviewed by me and I certify the above to be true and correct to the best of my knowledge.

Approved by: _____ 5/3/2012
Fire Marshal — Date

Print Name: Juan Martinez

Prepared by: Yolanda Orozco 5/3/2012
Administrative Assistant — Date

Print Name: Yolanda Orozco

This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.

County Auditor's Form: ARS-FM-001
Revised 10/04

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____
DATE: 5/8/12 5/9/12

RECEIVED BY
COUNTY AUDITOR
2012 MAY 7 PM 1 21

X10

X1-b

HIDALGO COUNTY LAW LIBRARY
MONTHLY FEES REPORT
FOR THE MONTH ENDED April 30, 2012

PART I: SUMMARY OF MONTHLY COLLECTIONS

A	B	C	D	E	F	G	H	I
		Law Library Receipt # Sequence			COUNTY TREASURER			
	Receipt Date	BEG #	END #	Total Collected	Receipt Amount	Receipt No.	Receipt Date	OVER/ (SHORT)
1	1-Apr-12	0	0	$ -				-
2	2-Apr-12	50059	50068	$ 98.25	98.25	154787	04/04/12	-
3	3-Apr-12	50069	50079	$ 114.75	114.75	154788	04/04/12	-
4	4-Apr-12	50080	50086	$ 62.50	62.50	154825	04/05/12	-
5	5-Apr-12	50087	50093	$ 33.75	33.75	154916	04/12/12	-
6	6-Apr-12	0	0	$ -				-
7	7-Apr-12	0	0	$ -				-
8	8-Apr-12	0	0	$ -				-
9	9-Apr-12	0	0	$ -				-
10	10-Apr-12	50094	50100	$ 89.25	89.25	154917	04/12/12	-
11	11-Apr-12	50101	50111	$ 55.00	55.00	154918	04/12/12	-
12	12-Apr-12	50112	50127	$ 183.50	183.50	155018	04/16/12	-
13	13-Apr-12	50128	50132	$ 33.25	33.25	155017	04/16/12	-
14	14-Apr-12	0	0	$ -				-
15	15-Apr-12	0	0	$ -				-
16	16-Apr-12	50133	50138	$ 58.25	58.25	155048	04/17/12	-
17	17-Apr-12	50139	50142	$ 34.75	34.75	155158	04/20/12	-
18	18-Apr-12	50143	50149	$ 53.75	53.75	155159	04/20/12	-
19	19-Apr-12	50150	50161	$ 103.25	103.25	155157	04/20/12	-
20	20-Apr-12	50162	50168	$ 40.75	40.75	155221	04/24/12	-
21	21-Apr-12	0	0	$ -				-
22	22-Apr-12	0	0	$ -				-
23	23-Apr-12	50169	50180	$ 85.25	85.25	155220	04/24/12	-
24	24-Apr-12	50181	50187	$ 50.25	50.25	155337	04/26/12	-
25	25-Apr-12	50188	50195	$ 73.25	73.25	155356	04/27/12	-
26	26-Apr-12	50196	50200	$ 48.75	48.75	155357	04/27/12	-
27	27-Apr-12	50201	50207	$ 30.25	30.25	155449	05/01/12	-
28	28-Apr-12	0	0	$ -				-
29	29-Apr-12	0	0	$ -				-
30	30-Apr-12	50208	50214	$ 84.50	84.50	155450	05/01/12	-
31	1-May-12	0	0	$ -				-
	TOTAL RECEIPTS AND FUNDS COLLECTED			1,333.25				0.00
	LESS: REIMBURSEMENTS			0.00	FOR RECEIPT #(s):			
	TOTAL REVENUE COLLECTIONS			1,333.25				

PART II: SUMMARY OF YEARLY COLLECTIONS:

January	$	1,458.50	July	$ -	
February	$	1,596.75	August	$ -	
March	$	1,455.25	September	$ -	
April	$	1,333.25	October	$ -	
May	$	-	November	$ -	
June	$	-	December	$ -	
(1) Subtotal	$	5,843.75	(2) Subtotal	$ -	Total (1+2) $ 5,843.75

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 5/16/12 5/16/12

THIS REPORT HAS BEEN PERSONALLY PREPARED & REVIEWED BY ME & I CERTIFY IT TO BE TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.

LAW LIBRARIAN OF HIDALGO COUNTY, TX

This report is due in the Office of the County Auditor before the (5th) workday of the following month.

COUNTY AUDITOR'S FORM: RE- CLL-001 REVISED: 2/10

AI-32452 **8. A.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Sergio Cruz Submitted By: Angelica Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $699,680.80 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 5/12/12 to 5/25/12.

05/12-18/12	$339,448.62
05/19-25/12	$360,232.18
TOTAL	$699,680.80

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 5/12-18/12

BCBS 5/19-25/12

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/29/2012 04:37 PM
Olga Garza	Olga Garza	06/01/2012 04:33 PM
Auditor's Office	Monica Badillo	06/01/2012 05:01 PM

Form Started By: Angelica Tapia Started On: 05/21/2012

Final Approval Date: 06/01/2012

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **05/12/2012 to 05/18/2012**

SECTION		
0001-0011	HIDALGO COUNTY	$ 273,592.87
0002-0012	HEAD START	$ 36,986.82
0003-0013	APPRAISAL DISTRICT	$ 12,368.39
0004-0014	COMMUNITY SERVICE AGENCY	$ 1,438.07
0005-0015	DRAINAGE DISTRICT NO.1	$ 3,997.30
0006-0016	RETIREES	$ 5,914.24
9001-9002	COBRA	$ 5,150.93
	STOP LOSS	$ -
	TOTAL	$ 339,448.62

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **05/19/2012 to 05/25/2012**

SECTION		
0001-0011	HIDALGO COUNTY	$ 262,881.49
0002-0012	HEAD START	$ 67,029.36
0003-0013	APPRAISAL DISTRICT	$ 4,381.15
0004-0014	COMMUNITY SERVICE AGENCY	$ 1,410.49
0005-0015	DRAINAGE DISTRICT NO.1	$ 6,505.39
0006-0016	RETIREES	$ 7,498.70
9001-9002	COBRA	$ 10,525.60
	STOP LOSS	$ -
	TOTAL	$ 360,232.18

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 05/12/2012 - 05/18/2012 Process Date: 05/18/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 05/12/2012 - 05/18/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$650,768.14	$273,592.87	$71,760.84	$0.00	$201,832.03	2,464
TX433	01	002	HEAD START	$153,386.88	$36,986.82	$11,314.25	$0.00	$25,672.57	524
TX433	01	003	APPRAISAL DISTRICT	$22,836.17	$12,368.39	$844.83	$0.00	$11,523.56	69
TX433	01	004	COMMUNITY SERVICE	$6,387.32	$1,438.07	$232.46	$0.00	$1,205.61	28
TX433	01	005	DRAINAGE DISTRICT	$10,165.58	$3,997.30	$1,452.40	$0.00	$2,544.90	73
TX433	01	006	RETIREES	$12,536.70	$5,914.24	$1,817.60	$0.00	$4,096.64	87
TX433	01	007	COBRA	$32,551.01	$5,150.93	($135.29)	$0.00	$5,286.22	49
			STOPLOSS	($28,845.26)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$888,631.80	$339,448.62	$87,287.09	$0.00	$252,161.53	3,294
			STOPLOSS Total	($28,845.26)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$859,786.54	$339,448.62	$87,287.09	$0.00	$252,161.53	3,294

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 05/19/2012 - 05/25/2012 Process Date: 05/25/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 05/19/2012 - 05/25/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$913,649.63	$262,881.49	$44,884.94	$0.00	$217,996.55	2,430
TX433	01	002	HEAD START	$220,416.24	$67,029.36	$15,364.97	$0.00	$51,664.39	577
TX433	01	003	APPRAISAL DISTRICT	$27,217.32	$4,381.15	$1,054.32	$0.00	$3,326.83	58
TX433	01	004	COMMUNITY SERVICE	$7,797.81	$1,410.49	($94.41)	$0.00	$1,504.90	43
TX433	01	005	DRAINAGE DISTRICT	$16,670.97	$6,505.39	$1,172.09	$0.00	$5,333.30	51
TX433	01	006	RETIREES	$20,035.40	$7,498.70	$5,100.05	$0.00	$2,398.65	56
TX433	01	007	COBRA	$43,076.61	$10,525.60	$2,304.07	$0.00	$8,221.53	40
			STOPLOSS	($28,845.26)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,248,863.98	$360,232.18	$69,786.03	$0.00	$290,446.15	3,255
			STOPLOSS Total	($28,845.26)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,220,018.72	$360,232.18	$69,786.03	$0.00	$290,446.15	3,255

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **May 12, 2012 thru May 25, 2012**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$699,680.80**.

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District No.1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 05/12/2012 to 05/25/2012 is $699,680.80.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of June 5 2012.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Head Start Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Dora Vasquez
Employee Benefits Manager — Date 5/29/2012

Dept. of Budget & Management Budget Officer — Date 5/29/2012

Commissioner's Court Approval — Date

AI-32498 **9. A.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Facilities Management:
Authorization to change employee name and change MDN through the County's membership/participation with CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Delete Name:	Delete Employee #:	Delete MDN:	Transfering To Employee Name:	Transfering To Employee #:	MDN:
Fernando Martinez	186066	956-289-0197	Rogelio Salinas	137995	ISSUE NEW MDN

BACKGROUND

Attachments

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 12:56 PM
Olga Garza	Olga Garza	05/24/2012 04:17 PM
Auditor's Office	Arcilia Duran	05/29/2012 02:09 PM

Form Started By: Griselda Salazar Started On: 05/23/2012 10:20 AM

Final Approval Date: 05/29/2012

(956) 289-0197

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Fernando Martinez Employee ID# 186066 Signature: [signature]

Department: Facilities Management Dept#: 220

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: _____ 532

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

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

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

[signature] Signature | Valde Guerra Print Name | 5/18/12 Date

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

[signature] Signature | Valde Guerra Print Name | 5/18/12 Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Transfer equipment to Rogelio Salinas [signature]

Commissioner's Court Action: **Commissioner's Court Date:** 6/5/12

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☑ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Rogelio Salinas Employee ID#_____ Signature: Rogelio

Department: Facilities Mngt. Dept#: 220

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account [redacted] 2

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

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Print Name	Date
	Valde Guerra	5/18/12

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

Signature	Print Name	Date
	Valde Guerra	5/18/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Assign new MDN

Commissioner's Court Action: **Commissioner's Court Date:** 6/5/12

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-32433 **10. A.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of payment for Inv# M161838 in the amount of $ 350.00 as submitted by HALFF ASSOCIATES, INC., in connecton to contract #C-10-340-10-19 for: Building Repairs, Alterations and/or Renovations to County Owned Buildings"-located in Hidalgo County Precinct Number 4--PROJECT: ELECTIONS WAREHOUSE (WA #1);

2. Requesting approval of payment for Invoices (as set forth below) submitted by Dannenbaum Engineering Company in connection to contract #C-11-147A-08-30-(PO#666228) AIA Agreement for: "Building Repairs, Renovations and/or Additions and Alterations to County Owned Buildings located in Hidalgo County Precinct #4", PROJECT: ELECTIONS WAREHOUSE , located at 317 North Closner, Edinburg, Texas;

a) Invoice#452502/05/XV - $ 613.65 (March)
b) Invoice#452502/06/XV - $ 280.87 (April)

BACKGROUND

Invoice#s 452502/05/XV & 452502/06/XV-C-11-147A-08-30-DEC
Invoice# M161838-Halff & Associates Inc-C-10-340-10-19

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1301-414-00-130-020-0-452

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

BUDGETARY IMPACT:

PO#660277 available $1,050.00 (Halff)
PO#666228 available $4,950.67 (Dannenbaum)

Attachments

M161838-Halff & Assoc
Invoice #452502/05/XV-DEC (Elections Wrhse)
Invoice #452502/06/XV-DEC (Elections Wrhse)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:47 PM
Budget & Management	Merlen P. Munoz	05/24/2012 01:03 PM
Roland Garcia	Rolando Garcia	05/31/2012 01:39 PM
Auditor's Office	Arcilia Duran	06/01/2012 03:14 PM

Form Started By: Letty Saenz Started On: 05/17/2012 10:56 AM

Final Approval Date: 06/01/2012

Invoice rec'd by:
on 5/2/12
Goods/Services Rec'd by
on 5/2/12
2-1301-414-00-130-020-0-452
P.O.# 666228

INVOICE

HALFF
ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

Hidalgo County
c/o Elections Department
101 South 10th Avenue
Edinburg, TX 78539

Attention: Ms. Yvonne Ramon

Invoice Date: 4/26/2012
Invoice #: M161838
Project: 28237
Invoice Group: L1
Client Code HIDAL5

Project Name: Hidalgo Co Precinct #4/ Building Repairs

For Professional Services Rendered through: 04/15/2012
Re: Engineering Services
Hidalgo County -Elections Warehouse
Edinburg, Tx
Project Name: Elections Warehouse
Work Authorization #: 1

Contract Number: C-10-340-10-19
P. O. #: 660277

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

	Contracted Rate Total ($)		Previous Amount	% completed	Current Amount	Total Fee Remaining
Task #	Task / Scope	Budget				
A1	Geotechnical Engineering/Report	$3,000.00	3,000.00	100%	$ -	$0.00
A2	Survey for Design	$2,000.00	2,000.00	100%	$ -	$0.00
A3	Civil Engineering	$5,000.00	5,000.00	100%	$ -	$0.00
A4	Building Envelop and Interiors	$6,000.00	6,000.00	100%	$ -	$0.00
A5	Structural Engineering	$5,500.00	5,500.00	100%	$ -	$0.00
A6	HVAC/Plumbing Engineering	$3,000.00	3,000.00	100%	$ -	$0.00
A7	Electrical Engineering	$5,500.00	5,500.00	100%	$ -	$0.00
	Design Phase Sub-Total (Hours)		0.00		$ -	$0.00
	Design Phase Sub-Total ($)	$30,000.00	30,000.00	100%	$ -	$0.00
B1	Bid Phase Services					
	Bid Phase Sub-Total (Hours)					
	Design Phase Sub-Total ($)	$1,000.00	1,000.00	100%	$ -	$0.00
C1	Construction Phase Services					
	Construction Phase Sub-Total (Hours)					
	Design Phase Sub-Total ($)	$3,500.00	2,800.00	90%	$ 350.00	$350.00
	Contracted Rate					
D1	Additional MEP Engineering Work	$4,000.00	4,000.00	100%	$ -	$0.00
D2	Additional Civil Engineering Work	$5,000.00	5,000.00	100%	$ -	$0.00
D3	Coordination Work	$2,700.00	2,700.00	100%	$ -	$0.00
	Additionla Service Phase Sub-Total ($)	$11,700.00	$11,700.00	100%	$ -	$0.00
	TOTAL LABOR COSTS	$46,200.00	45,500.00	98.99%	$ 350.00	$350.00
	TOTAL EXPENSES	$0.00	0.00	0%	$ -	$ -
	TOTAL LABOR PLUS EXPENSES	**$46,200.00**	**45,500.00**	**98.99%**	**$ 350.00**	**$350.00**

Total Fee Earned to Date: $ 45,850.00
Less Previous Billings: $45,500.00
Amount Due this Invoice: $350.00

TERMS: DUE UPON RECEIPT

(214) 346-6200

ORIGINAL

(214) 739-0108 Fax

DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC
1109 NOLANA, SUITE 208 * MCALLEN, TEXAS 78504 (956) 682-3677

April 26, 2012

Ms. Yvonne Ramon
Hidalgo County Elections
101 South 10th Avenue
Edinburg, Texas 78539

Ref: Hidalgo County Precinct 4 - Architectural Services
Elections Warehouse Expansion

Subj: Submittal of Invoice 452502/05/XV

Dear Ms. Ramon,

Enclosed please find Invoice 452502/05/XV related to architectural services performed to date for the referenced project.

The billing cycle is thru March 31, 2012.

Total Due: $613.65.

If you have any questions, please feel free to contact me at (956) 682-3677.

Sincerely,

Louis H. Jones, P.E.
President

cc: Steve McGarraugh, AIA
Richard D. Seitz, P.E.

REC'D APR 27 2012

Dannenbaum Engineering Company-McAllen LLC

Building Repairs and/or Additions, Renovations & Alterations to the Hidalgo County Elections Warehouse within Hidalgo County Precinct No. 4

Date: April 25, 2012
DEC Project Number: 452502
Hidalgo County Project No: C-11-147A-08-30

Invoice Number: 452502/05/XV
Billing Period: March 1, 2012 thru March 31, 2012

Monthly Billing Statement

	Budget	Percentage Complete	Earned to Date	Previously Invoiced	Current Billing	Remaining
Design Phase Services						
Project Meeting & Coordination	$ 520.62	100%	$ 520.62	$ 520.62	$ -	$ -
Final Plans - QA/QC	$ 1,253.04	100%	$ 1,253.04	$ 1,253.04	$ -	$ -
Construction Phase Services						
Construction Phase	$ 5,473.01	100%	$ 5,473.01	$ 5,199.36	$ 273.65	$ -
Project Closeout	$ 2,156.07	0%	$ -	$ -	$ -	$ 2,156.07
Halff Associates	$ 17,000.00	94%	$ 15,980.00	$ 15,640.00	$ 340.00	$ 1,020.00
	$26,402.74	**88%**	**$ 23,226.67**	**$ 22,613.02**	**$ 613.65**	**$ 3,176.07**

Amount Due This Invoice **$ 613.65**

Invoice Rec'd by: _____ on 5/11/12

Goods/Services Rec'd by _____ on 5/1/12

2 -1301 -414-00-130-0200-452

P.O.# 666228

452502/SLM/XV

REC'D MAY 18 2012

DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC
1109 NOLANA, SUITE 208 * MCALLEN, TEXAS 78504 (956) 682-3677

May 17, 2012

Ms. Yvonne Ramon
Hidalgo County Elections
101 South 10th Avenue
Edinburg, Texas 78539

Ref: Hidalgo County Precinct 4 - Architectural Services
Elections Warehouse Expansion

Subj: Submittal of Invoice 452502/06/XV

Dear Ms. Ramon,

Enclosed please find Invoice 452502/06/XV related to architectural services performed to date for the referenced project.

The billing cycle is thru April 30, 2012.

Total Due: $280.87.

If you have any questions, please feel free to contact me at (956) 682-3677.

Sincerely,

Louis H. Jones, P.E.
President

cc: Steve McGarraugh, AIA
Richard D. Seitz, P.E.

Dannenbaum Engineering Company-McAllen LLC

Building Repairs and/or Additions, Renovations & Alterations to the Hidalgo County Elections Warehouse within Hidalgo County Precinct No. 4

Date: May 17, 2012
DEC Project Number: 452502
Hidalgo County Project No: C-11-147A-08-30

Invoice Number: 452502/06/XV
Billing Period: April 1, 2012 thru April 30, 2012

Monthly Billing Statement

	Budget	Percentage Complete	Earned to Date	Previously Invoiced	Current Billing	Remaining
Design Phase Services						
Project Meeting & Coordination	$ 520.62	100%	$ 520.62	$ 520.62	$ -	$ -
Final Plans - QA/QC	$ 1,253.04	100%	$ 1,253.04	$ 1,253.04	$ -	$ -
Construction Phase Services						
Construction Phase	$ 5,473.01	100%	$ 5,473.01	$ 5,473.01	$ -	$ -
Project Closeout	$ 2,156.07	0%	$ -	$ -	$ -	$ 2,156.07
Halff Associates	$ 17,000.00	95%	$ 16,150.00	$ 15,980.00	$ 170.00	$ 850.00
Total Base Contract Amount	**$ 26,402.74**	**88.61%**	**$ 23,396.67**	**$ 23,226.67**	**$ 170.00**	**$ 3,006.07**
Reimbursable Expenses			$ 110.87	$ -	$ 110.87	
Grand Totals	**$26,402.74**		**$ 23,507.54**	**$ 23,226.67**	**$ 280.87**	**$ 3,006.07**
Amount Due This Invoice					**$ 280.87**	

452502/SLM/XV

AI-32485 **10. B.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the one (1) year renewal as provided in the following contracts with the following vendors for "Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products under the same rates, terms, and conditions:

1) C-11-079-06-21-Arguindegui Oil Company
2) C-11-079-06-21-Oil Patch Fuel & Supply

BACKGROUND

Said extension effective date of July 14, 2012 with ending date of July 13, 2013 for both extensions of contracts.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: countywide obj. 672

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

BUDGETARY IMPACT:

These contracts are countywide. Funding source is obj. 672 "Equip. & Veh. R & M Supplies".

Funds available as of 6-1-12, please refer to attached expense report.

Attachments

ARGUINDEGUI OIL CONTRACT

OIL PATCH FUEL & SUPPLY

Obj. 672 Exp. Report as of 6-1-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:53 PM
Budget & Management	Merlen P. Munoz	05/24/2012 01:05 PM
Ivan Cantu	Ivan Cantu	06/01/2012 02:22 PM
Auditor's Office	Arcilia Duran	06/01/2012 02:36 PM

Form Started By: Vangie Garcia Started On: 05/22/2012 04:57 PM

Final Approval Date: 06/01/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 16, 2012

Arguindegui Oil Company
Attn: Lindsay Clark
4506 Hwy. 359
Laredo, Texas 78043

Via Email: lindsay.clark@argpetro.com

Re: Extension Of Service Contract No: C-11-079-06-21
"Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"

Dear Mr. Clark:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend a one (1) year of the two (2)-one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, June 5, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **10:00 a.m., Friday, May 18, 2012 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Exec. Director of Marketing & Supply Date: 5/21/12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

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

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-11-079-06-21

THIS AGREEMENT (the "Agreement") is entered into effective as of **June 21, 2011** by and between **Arguindegui Oil Co. II LTD** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **July 14, 2011** and expire on **July 13, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: **Arguindegui Oil Co. II LTD.**
4506 Hwy. 359
Laredo, Texas 78043

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract

to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6-21-11-RG

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: Arguindegui Oil Co. II LTD.
By: _____
Printed Name: LINDSAY CLAR
Title: SALES
Date: 7/7/11

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

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: JUNE 21, 2011

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

PURCHASING DEPARTMENT
County Of Hidalgo

May 2, 2011

Re: **HIDALGO COUNTY**
Request for Bids -"**LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS**"
Bid No: 2011-079-05-18-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

2812 So. Hwy Bus 281—Edinburg Texas 78539—(956) 318-2626—Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"

Bid No: 2011-079-05-18-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 7 pages.
4. Exhibit "B" Bid Page consisting of 9 pages.
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form 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 the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

May 02, 2011
Date

2812 So. Hwy Bus 281—Edinburg Texas 78539—(956) 318-2626—Fax (956) 318-2629

Bid No: 2011-079-05-18-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"

BID OPENING DATE:

DATE: MAY 18, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-079-05-18-MEG - HIDALGO COUNTY- "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday May 18, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-079-05-18-MEG RFB- "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY- LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"**
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:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Raul Lozano/ Yolanda Cisneros
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Marcos Lopez
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

Anacleto Martinez, Chief Deputy
Hidalgo County Sheriff's Dept.
PO Box 1228
Edinburg, Texas 78539
(956) 383-8114

Richard Sunday
Hidalgo County Facilities Mgmt
P.O. BOX 1356
Edinburg, Texas 78539
956-289-7850

17. Schedule of Events

Bid Opening, 9:30 AM	**May 18, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess 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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances,

stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, Texas 78539

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

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.

ERRORS IN BIDS, RELIEF OF BID:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

REPRESENTATIONS:

The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such

hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

B) Size and/or weight shall be stated for lubricant grease and it shall be furnished In container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.
7. No cash advance discount will be considered.
8. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.
9. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.
10. BID PRICE: Bid your lowest delivery price as of the bid opening date.

11. Detailed explanation of warranties must be provided with bid.

INSTRUCTIONS TO BIDDERS:

COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

EVALUATION OF BID: All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

DEVIATIONS FROM SPECIFICATIONS: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

"OR EQUAL" INTERPRETATION CLAUSE: Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

TERMS AND CONDITIONS:

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.

2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.

6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.

7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges

or expenses shall be passed onto Hidalgo County.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

10. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

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:

a) **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.

i) 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.

ii) 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.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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

ADDITIONAL INFORMATION:
Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday May 11, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday May 13, 2011.

ACKNOWLEDGMENT FORM

Company Name:	
Address:	
City/State/Zip:	
Authorized Signature:	
Authorized Signature (Print):	
Title:	
Telephone Number:	
Cell Number:	
Fax Number:	

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Fleet Supreme EC			
Bulk			

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1E. Rotella T (15 W-40 C J 4)

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2B SAE10W-30

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			
Bulk			

2C SAE5W-20

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Premium Synthetic Blend			
Bulk			

2D **SAE30**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2E **SAE40**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2F **SAESW-20 SIMI SYNTHETIC**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			

3B **Type F ATF** meeting Ford M2C33-F specifications

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			

3C **Mercon 5 - Trasmission Fluid**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

4 **Tractor Hydraulic Fluids**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil			
55 Gallon Lubriguard 303			

5 **Differential/ Final Drive Gear Lubricants**
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5A **SAE 80W-90 Gear lubricant meeting the following specifications:**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6B ISO 46

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6C ISO 68

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6D ISO 100

	Brand	Product No.	Price Per Unit
5 Gallon Quincy			
55 Gallon			

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Shell			

7B Power Steering Fluid

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Gunk			

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10			
35# Pail			
120 # Keg-Mystik			
55 Gallon			

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT			
35# Pail			
120 # Keg-CAT			

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55Gallon-Shell Zone			

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

Brand	Product No.	Price Per Unit

11B Aerosol Engine Degreaser

Brand	Product No.	Price Per Unit

11C Aerosol Starting Fluid-Spray Can

Brand	Product No.	Price Per Unit

11D Aerosol Penetrating Oil – WD 40

Brand	Product No.	Price Per Unit

11E Oil Absorbent – Absorb & Dry

Brand	Product No.	Price Per Unit

11F Gasoline Fuel Additive - Seafoam

Brand	Product No.	Price Per Unit

11G Diesel Fuel Additives

Brand	Product No.	Price Per Unit

11H Engine Oil Additive

Brand	Product No.	Price Per Unit

11 Aerosol Lubricant

	Brand	Product No.	Price Per Unit

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

13 Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom

	Brand	Product No.	Price Per Unit
12.8 oz. can			

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

EXHIBIT "C"

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

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 03/11/11

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

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

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
TABULATION SHEET
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

Arguindegui Oil Co. II Ltd
Laredo, Texas

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Gallon	Conolo Super	HD 11 15W- 10	14.723 per Jug
5 Gallon	ADL Fleet	15 WHD C 1-4	42.15
55 Gal EC Fleet Supreme	ADL Fleet	15 WHD C 1-4	406.12
Bulk	ADL Fleet	15 WHD C 1-4	6.93

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	----	-------	-------
Gallon	-----	-------	-------
5 Gallon	ADL Fleet 10		40.21
55 Gallon	ADL Fleet 10		384.76
Bulk	ADL Fleet 10		6.54

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
5 Gallon	AOL Fleet	30	41.38
55 Gallon	AOL Fleet	30	397.71
Bulk	AOL Fleet	30	6.78

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	Conolo TSX	HD 40	3.729 Qt
5 Gallon	AOL Fleet	40	41.97
55 Gallon	AOL Fleet	40	404.19
Bulk	AOL Fleet	40	6.89

1E. Rotella T (15 W-40 C J 4)

	Brand	Product No.	Price Per Unit
Gallon	Conolo Fleet	L15 W 40	12.368 per Jug
5 Gallon	Conolo Fleet	L15 W 40	52.99
55 Gallon	Conolo Fleet	L15 W 40	525.36
Bulk	Conolo Fleet	L15 W 40	9.10

2 Gasoline Engine Lubricants
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30

	Brand	Product No.	Price Per Unit
5 Gallon	AOL	5W 30	40.38
55 Gallon	AOL	5W 30	386.71
Bulk	AOL	5W 30	6.58

2B SAE10W-30

	Brand	Product No.	Price Per Unit
5 Gallon	AOL	10W 30	40.38
55GalFormulaShell	AOL	10W 30	386.71
Bulk	AOL	10W 30	6.58

2C SAE5W-20

	Brand	Product No.	Price Per Unit
5 Gallon	AOL	5W 20	40.38
55GalPrem Synthetic Blend	AOL	5W 20	386.71
Bulk	AOL	5W 20	6.58

2D SAE30

	Brand	Product No.	Price Per Unit
Gallon	Conolo TSX	HD 30	12.07
5 Gallon	AOL Fleet	30	41.38
55 Gallon	AOL Fleet	30	397.71
Bulk	AOL Fleet	30	6.78

2E **SAE40**

	Brand	Product No.	Price Per Unit
Gallon	Conolo TSX	HD 40	11.335 per jug
5 Gallon	AOL Fleet	40	41.97
55 Gallon	AOL Fleet	40	404.18
Bulk	AOL Fleet	40	6.89

2F **SAE5W-20 SIMI SYNTHETIC**

	Brand	Product No.	Price Per Unit
Quart	Conolo Super AS	5W 20	3.018 per qt
5 Gallon	AOL	5W 20	40.35
55 Gallon	AOL	5W 20	386.71
Bulk	AOL	5W 20	6.58

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
5 Gallon	AOL	ATF	37.50
55Gallon Formula Shell	AOL	ATF	355.20

3B **Type F ATF** meeting Ford M2C33-F specifications

	Brand	Product No.	Price Per Unit
Quart	Conolo Phillips	Type ATF	3.465 per Qt

4 **Tractor Hydraulic Fluids**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gal Steiner Hydraulic Oil	AOL Tractor	HYD	39.91
55 Gal Lubriguard 303	AOL Tractor	Fluid	381.53

5A **SAE 80W-90 Gear lubricant meeting the following specifications: GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

	Brand	Product No.	Price Per Unit
35# Pail	AOL	80 W 90	43.56
120 Lb Keg	AOL	80 W 90	130.39
400 Lb Drum	AOL	80 W 90	421.65

5B **SAE 85W-140 Gear lubricant meeting the following specifications: GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

	Brand	Product No.	Price Per Unit
35# Pail	AOL	85 W 140	44.32
120 Lb Keg	AOL	85 W 140	132.84
400Lb Drum	AOL	85 W 140	430.05

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar**

	Brand	Product No.	Price Per Unit
120 Lb Keg	AOL TRANS	SYN 50	256.85
400 Lb Drum	AOL TRANS	SYN 50	852.93

5E. **SAE50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar**

	Brand	Product No.	Price Per Unit
120 Lb Keg	AOL TRANS	SYN 50	256.85
400 Lb Drum	AOL TRANS	SYN 50	852.93

6 **Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.**

6A **ISO 32**

	Brand	Product No.	Price Per Unit
5 Gallon	AOL	HYD 32	35.09
55 Gallon	AOL	HYD 32	328.47

6B **ISO 46**

	Brand	Product No.	Price Per Unit
5 Gallon	AOL	HYD 46	35.79
55 Gallon	AOL	HYD 46	336.24

6C ISO 68

	Brand	Product No.	Price Per Unit
5 Gallon	AOL	HYD 68	36.58
55 Gallon	AOL	HYD 68	342.71

6D ISO 100

	Brand	Product No.	Price Per Unit
5 Gallon Quincy	AOL	HYD 100	38.03
55 Gallon	AOL	HYD 100	360.82

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	CONOLO DYNAL SE	HT #2	21.435 per 10 PK
120 # Keg-Mystik	CONOLO DYNAL SE	HT #2	272.62

11 Shop Chemicals and Products made available in various sizes
11A Aerosol Brake Cleaner

11E Oil Absorbent – Absorb & Dry

	Brand	Product No.	Price Per Unit
	Absorb & Dry	50 lbs	8.16 per bg

11G Diesel Fuel Additives

	Brand	Product No.	Price Per Unit
	Power Service Diesel	Kleen	11.33 per 80 oz

ACKNOWLEDGMENT FORM

Company Name:	Arguindegui Oil Co. II Ltd.
Address:	4506 Hwy 359
City/State/Zip:	Laredo TX 78043
Authorized Signature:	
Authorized Signature (Print):	LINDSAY CLARK
Title:	SALES
Telephone Number:	(956) 722-5251
Cell Number:	956 763 8346
Fax Number:	(956) 727-7636



HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

5-18-11

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart	—	—	—
Gallon	CONOCO SUPER	HD 11 15W40	$ 14.723 Per JUG
5 Gallon	ADC FLEET	15W40 CI-4	$ 42.15
55 Gallon			
Fleet Supreme EC	"	"	$406.12
Bulk	ADC FLEET	15W40 CI-4	$ 6.93

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	—	—	—
Gallon	—	—	—
5 Gallon	ADC FLEET	10	$ 40.21
55 Gallon	"		$ 384.76
Bulk	"		$ 6.54

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	CONOCO TSX	HD 30	$ 3.17 Per QT.
Gallon	"		$ 12.07 Per JUG
5 Gallon	ADC FLEET	30	$ 41.38
55 Gallon	"		$ 397.71
Bulk	"		$ 6.78

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	CONOCO TSX	HD 40	$ 3.729 Per QT
Gallon	"		$ 11.385 Per JUG
5 Gallon	ADC FLEET	40	$ 41.97
55 Gallon	"		$ 404.19
Bulk	"		$ 6.89

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1E. Rotella T (15 W-40 C J 4)

	Brand	Product No.	Price Per Unit
Quart	CONOCO Fleet EC15W40		$ 3.698 Per QT
Gallon	"		$ 12.368 Per JUG
5 Gallon	"		$ 52.99
55 Gallon	"		$ 525.36
Bulk	"		$ 9.10

2 Gasoline Engine Lubricants
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30

	Brand	Product No.	Price Per Unit
Quart	CONOCO Super AS 5W30		$ 3.018 Per QT
Gallon			
5 Gallon	AOC 5W30		$ 40.38
55 Gallon	~~"~~		$ 386.71
Bulk	" "		$ 6.58

2B SAE10W-30

	Brand	Product No.	Price Per Unit
Quart	CONOCO Super AS 10W30		$ 3.018 Per QT
Gallon			
5 Gallon	AOC 10W30		$ 40.38
55 Gallon Formula Shell	"		$ 386.71
Bulk	"		$ 6.58

2C SAE5W-20

	Brand	Product No.	Price Per Unit
Quart	CONOCO Super AS 5W20		$ 3.018 Per QT.
Gallon			
5 Gallon	AOC 5W20		$ 40.38
55 Gallon Premium Synthetic Blend	"		$ 386.71
Bulk	"		$ 6.58

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2D SAE30

	Brand	Product No.	Price Per Unit
Quart	CONOCO TSX	HD30	$ 3.17 Per QT
Gallon	"		$ 12.107 Per JUG
5 Gallon	AOL Fleet 30		$ 41.38
55 Gallon	"		$ 397.71
Bulk	"		$ 6.78

2E SAE40

	Brand	Product No.	Price Per Unit
Quart	CONOCO TSX	HD40	$ 3.229 Per QT
Gallon	"		$ 11.335 Per JUG
5 Gallon	AOL Fleet 40		$ 41.97
55 Gallon	"		$ 404.18
Bulk	"		$ 6.89

2F SAE5W-20 SIMI SYNTHETIC

	Brand	Product No.	Price Per Unit
Quart	CONOCO Super AS	SW20	$ 3.018 Per QT
Gallon			
5 Gallon	AOL SW20		$ 40.35
55 Gallon	"		$ 386.71
Bulk	"		$ 6.58

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart	CONOCO Super	ATF	$ 7.95 Per QT
Gallon			
5 Gallon	AOL	ATF	$ 37.50
55 Gallon Formula Shell	"		$ 355.20

HIDALGO COUNTY
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"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
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3B Type F ATF meeting Ford M2C33-F specifications

	Brand	Product No.	Price Per Unit
Quart	CONOCO PHILLIPS	TYPE F ATF	$ 3.465 Per QT
Gallon			
5 Gallon			
55 Gallon			

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3C Mercon 5 - Trasmission Fluid

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

4 Tractor Hydraulic Fluids
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil	AOL TRACTOR HYD FLUID		$ 39.91
55 Gallon Lubriguard 303	"		$ 381.53

5 Differential/ Final Drive Gear Lubricants
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5A SAE 80W-90 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	AOL 80W90		$ 93.56
120 Lb Keg	"		$ 130.39
400 Lb Drum	"		$ 421.65

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5B **SAE 85W-140 Gear lubricant meeting the following specifications:**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	AOC 85W140		$ 44.32
120 Lb Keg	"		$ 132.84
400 Lb Drum	"		$ 430.01

9.39

5C **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:**
GL-5, MT-1, Mack GO-J

5-811

	Brand	Product No.	Price Per Unit
35# Pail	CONOCO TRYTRON SYNGEAR	75W90	$ 124.27
120 Lb Keg	"		$ 411.95
400 Lb Drum Spirax	"		$ 1359.27

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications:**
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	AOL TRANS	SYN 50	$ 127.93
120 Lb Keg	"		$ 256.85
400 Lb Drum	"		$ 852.93

5E. **SAE50W Synthetic Transmission lubricant meeting the following specifications:**
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	AOC TRANS	SYN 50	$ 127.93
120 Lb Keg	"		$ 256.85
400 Lb Drum	"		$ 852.93

5F **CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:**
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail	CONOCO POWER DRIVE 30		$ 77.95
120 Lb Keg	—	—	—
400 Lb Drum CAT	"	"	$ 813.42

HIDALGO COUNTY
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"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
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5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

	Brand	Product No.	Price Per Unit
35# Pail	CONOCO	Power Prwc50	$ 78.07
120 Lb Keg			
400 Lb Drum CAT	"	"	$ 814.85

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

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6A ISO 32

	Brand	Product No.	Price Per Unit
5 Gallon	AOC	Hyd 32	$ 35.09
55 Gallon	"		$ 328.47

6B ISO 46

	Brand	Product No.	Price Per Unit
5 Gallon	AOC	Hyd 46	$ 35.79
55 Gallon	"	"	$ 336.24

6C ISO 68

	Brand	Product No.	Price Per Unit
5 Gallon	AOC	Hyd 68	$ 36.58
55 Gallon	"		$ 342.71

6D ISO 100

	Brand	Product No.	Price Per Unit
5 Gallon Quincy	AOC	Hyd 100	$ 38.03
55 Gallon	"		$ 360.82

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Shell			

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7B Power Steering Fluid

	Brand	Product No.	Price Per Unit
Pint	—	—	—
Quart	—	—	—
Gallon-Gunk	—	—	—

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

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	Brand	Product No.	Price Per Unit
5 Gallon	—	—	—
55 Gallon	—	—	—

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	CONOCO DYNALIFE HT#2		$ 21.435 Per 10 PK
35# Pail	"	"	$ 79.51
120 # Keg-Mystik	"	"	$ 272.62
55 Gallon	"	"	$ 908.73

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT	CONOCO MEGAPLEX XD3#2		$ 31.768 PER 10 PK
35# Pail	"	"	$ 119.04
120 # Keg-CAT	"	"	$ 405.18

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	—	—	—
55Gallon-Shell Zone	—	—	—

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10B **Extended Life Antifreeze/ Coolant meeting specifications for:**
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	—	—	—
55 Gallon	—	—	—

11 **Shop Chemicals and Products made available in various sizes**

11A **Aerosol Brake Cleaner**

Brand	Product No.	Price Per Unit
—	—	—

11B **Aerosol Engine Degreaser**

Brand	Product No.	Price Per Unit
—	—	—

11C **Aerosol Starting Fluid-Spray Can**

Brand	Product No.	Price Per Unit
—	—	—

11D **Aerosol Penetrating Oil – WD 40**

Brand	Product No.	Price Per Unit
—	—	—

11E **Oil Absorbent – Absorb & Dry**

Brand	Product No.	Price Per Unit
Absorb-N-Dry	50lbs.	8.16 per bag.

11F **Gasoline Fuel Additive - Seafoam**

Brand	Product No.	Price Per Unit
—	—	—

11G **Diesel Fuel Additives**

Brand	Product No.	Price Per Unit
PowerService Diesel Kleen	8oz.	$11.33 per 8oz.

11H **Engine Oil Additive**

Brand	Product No.	Price Per Unit
—	—	—

9:39
5-18-11

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

11I Aerosol Lubricant

	Brand	Product No.	Price Per Unit

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon			9.39
55 Gallon			5-18-11

13 Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom

	Brand	Product No.	Price Per Unit
12.8 oz. can			

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: ARGUINDEGUI OIL CO. II LTD.
ADDRESS: 4506 Hwy 359
CITY/STATE/ZIP CODE: LAREDO TX 78043
PHONE NUMBER: 956 722 5257
E-MAIL ADDRESS: LINDSAY.CLARK@ARGPETRO.COM
CELLULAR NUMBERS: 956 763 8346
FAX NUMBER: 956 727 7636
AUTHORIZED SIGNATURE:
PRINTED NAME: LINDSAY CLARK
TITLE: SALES
DATE: 5/17/11

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Kahn Insurance Agency, LLC P.O. Box 450550 Laredo TX 78045
CONTACT NAME:	Greg Kahn
PHONE (A/C, No, Ext):	(956) 231-0321
FAX (A/C, No):	(888) 650-1867
E-MAIL ADDRESS:	gregkahn@kahn-insurance.com
INSURED	Arguindegui Management Co, LLC Arguindegui Oil Co. II Ltd PO BOX 1524 Laredo TX 78042-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Interstate Insurance Company	32620
INSURER B : Navigators Insurance Company	42307
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			EFD483014901	06/27/2011	06/27/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MSC90 X CA9948			EFD483014901	06/27/2011	06/27/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			NY11EXC709377IV	06/27/2011	06/27/2012	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is an Additional Insured, and is granted Waiver of Subrogation, with respects to General Liability & Auto Liability both as required by written contract but limited to the operations of the Insured under said contract, and always subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Hidalgo County
Attn. Purchasing Dept
2812 S. Business Hwy 281
Edinburg TX 78539-

CANCELLATION

AI 000096

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 10, 2011 5:01 PM
To: 'Evangelina Garcia'
Subject: FW: Arguindegui Oil Contract-Lubricants

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, June 10, 2011 4:41 PM
To: 'Martha Salazar'
Subject: RE: Arguindegui Oil Contract-Lubricants

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 10, 2011 10:04 AM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Arguindegui Oil Contract-Lubricants
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, June 09, 2011 9:46 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: Arguindegui Oil Contract-Lubricants

Marty,
Attached for legal review and comments is the contract with Arguindegui Oil for the Lubricants Project. Buyer is wanting to place for approval of award/contract on the next Commissioners Court date of June 21, 2011.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 16, 2012

Oil Patch Fuel & Supply
Attn: Veronica
4004 N. Cage Blvd.
Pharr, Texas 78577

Via: Certified Mail veronicajmtz@att.net

Re: Extension Of Service Contract No: C-11-079A-06-21
"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"

Dear Ms. Veronica:
Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend a one (1) year of the two (2)-one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, June 5, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **10:00 a.m., Friday, May 18, 2012 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Veronica Martinez Date: 5/18/12

Additionally, we are requesting your company provide an <u>updated certificate of insurance</u> as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

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

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-11-079A-06-21

THIS AGREEMENT (the "Agreement") is entered into effective as of **June 21, 2011** by and between **Oil Patch Fuel & Supply, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **July 14, 2011** and expire on **July 13, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or

amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: **Oil Patch Fuel & Supply, Inc.**
4004 N. Cage
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of

employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6/21/11

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: Oil Patch Fuel & Supply, Inc.
By: _____
Printed Name: Veronica Martinez
Title: Branch Manager
Date: 6/29/11

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

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: JUNE 21,2011

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

PURCHASING DEPARTMENT
County Of Hidalgo

May 2, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -"**LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS**"
Bid No: 2011-079-05-18-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

2812 So. Hwy Bus 281—Edinburg Texas 78539—(956) 318-2626—Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"

Bid No: 2011-079-05-18-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 7 pages.
4. Exhibit "B" Bid Page consisting of 9 pages.
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form 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 the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

May 02, 2011
Date

2812 So. Hwy Bus 281—Edinburg Texas 78539—(956) 318-2626—Fax (956) 318-2629

Bid No: 2011-079-05-18-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"

BID OPENING DATE:

DATE: MAY 18, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-079-05-18-MEG - HIDALGO COUNTY- "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday May 18, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-079-05-18-MEG RFB- "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY- LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"**
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:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Raul Lozano/ Yolanda Cisneros
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Marcos Lopez
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

Anacleto Martinez, Chief Deputy
Hidalgo County Sheriff's Dept.
PO Box 1228
Edinburg, Texas 78539
(956) 383-8114

Richard Sunday
Hidalgo County Facilities Mgmt
P.O. BOX 1356
Edinburg, Texas 78539
956-289-7850

17. Schedule of Events

Bid Opening, 9:30 AM	**May 18, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess 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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances,

stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"
BID NO.: 2011-079-05-18-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the 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: _____

SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, Texas 78539

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

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.

ERRORS IN BIDS, RELIEF OF BID:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

REPRESENTATIONS:

The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such

hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

B) Size and/or weight shall be stated for lubricant grease and it shall be furnished In container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.
7. No cash advance discount will be considered.
8. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.
9. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.
10. BID PRICE: Bid your lowest delivery price as of the bid opening date.

11. Detailed explanation of warranties must be provided with bid.

INSTRUCTIONS TO BIDDERS:

COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

EVALUATION OF BID: All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

DEVIATIONS FROM SPECIFICATIONS: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

"OR EQUAL" INTERPRETATION CLAUSE: Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

TERMS AND CONDITIONS:

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.

2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.

6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.

7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges

or expenses shall be passed onto Hidalgo County.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

10. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

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:

a) **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.

i) 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.

ii) 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.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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

ADDITIONAL INFORMATION:
Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday May 11, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday May 13, 2011.

ACKNOWLEDGMENT FORM

Company Name:	
Address:	
City/State/Zip:	
Authorized Signature:	
Authorized Signature (Print):	
Title:	
Telephone Number:	
Cell Number:	
Fax Number:	

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Fleet Supreme EC			
Bulk			

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1E. Rotella T (15 W-40 C J 4)

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2B SAE10W-30

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			
Bulk			

2C SAE5W-20

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Premium Synthetic Blend			
Bulk			

2D SAE30

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2E SAE40

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2F SAE5W-20 SIMI SYNTHETIC

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			

3B **Type F ATF** meeting Ford M2C33-F specifications

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			

3C **Mercon 5 - Trasmission Fluid**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

4 **Tractor Hydraulic Fluids**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil			
55 Gallon Lubriguard 303			

5 **Differential/ Final Drive Gear Lubricants**
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5A **SAE 80W-90 Gear lubricant meeting the following specifications:**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6B ISO 46

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6C ISO 68

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6D ISO 100

	Brand	Product No.	Price Per Unit
5 Gallon Quincy			
55 Gallon			

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Shell			

7B Power Steering Fluid

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Gunk			

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10			
35# Pail			
120 # Keg-Mystik			
55 Gallon			

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT			
35# Pail			
120 # Keg-CAT			

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55Gallon-Shell Zone			

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

Brand	Product No.	Price Per Unit

11B Aerosol Engine Degreaser

Brand	Product No.	Price Per Unit

11C Aerosol Starting Fluid-Spray Can

Brand	Product No.	Price Per Unit

11D Aerosol Penetrating Oil – WD 40

Brand	Product No.	Price Per Unit

11E Oil Absorbent – Absorb & Dry

Brand	Product No.	Price Per Unit

11F Gasoline Fuel Additive - Seafoam

Brand	Product No.	Price Per Unit

11G Diesel Fuel Additives

Brand	Product No.	Price Per Unit

11H Engine Oil Additive

Brand	Product No.	Price Per Unit

11I Aerosol Lubricant

	Brand	Product No.	Price Per Unit

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

13 Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom

	Brand	Product No.	Price Per Unit
12.8 oz. can			

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

EXHIBIT "C"

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

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
TABULATION SHEET
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

Oil Patch Fuel & Supply, Inc.
Pharr, Texas

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	Rotella T 130 W	19903	3.08 / qt
Gallon	Rotella T 130 W	19857	11.89 / gal

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart		N/A	
Gallon	Rotella T 140 W	19585	11.89 / gal.

1E. **Rotella T** (15 W-40 C J 4)

	Brand	Product No.	Price Per Unit
Quart	Rotella Tripple 15w- 40	219905	3.33 per qt

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

	Brand	Product No.	Price Per Unit
Quart	FSSW30 MOG F5 formula shell	1244074	2.80 per qt

2B **SAE10W-30**

	Brand	Product No.	Price Per Unit
Quart	FS10W30 MOG F5 formula shell	1224081	2.76 PER QT

2C **SAE5W-20**

	Brand	Product No.	Price Per Unit
Quart	Formula Shell GF5	122480	2.77 PER QT

2D **SAE30**

	Brand	Product No.	Price Per Unit
Quart	Formula Shell 30 W	24070	2.76 per qt

2E **SAE40**

	Brand	Product No.	Price Per Unit
Quart	FormulaShell40W	24071	2.76 per qt

3 Automatic Transmission Lubricants
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart	Formula Shell ATF	53010	2.62 per qt

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	SPIRAX EW 75W-90	22420	94.49
120 Lb Keg	SPIRAX EW 75W-90	22419	316.36
400 Lb Drum Spirax	SPIRAX EW 75W-90	22418	1,038.64

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	SPIRAX GSX 50W	70736	118.33

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	SPIRAX GSX 50W	70736	118.33

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail	ROTELLA T130 W	19891	58.08
400 Lb Drum CAT	Rotella T130W	19856	602.58

5G **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W**

	Brand	Product No.	Price Per Unit
35# Pail	DONAX TC-50	53084	60.55
400 Lb Drum CAT	DONAX TC-50	53084	635.25

7 **BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering**

7A **Brake Fluid**

	Brand	Product No.	Price Per Unit
Pint	FSDot 3 Brake fluid	1251202	1.62 per pint

7B **Power Steering Fluid**

	Brand	Product No.	Price Per Unit
Pint	Formula Shell PSF	1251203	1.57 per pint

9 **Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums**

9A **Lithium Complex High Temp Grease meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications**

	Brand	Product No.	Price Per Unit
35# Pail	RETINAX LX 2	67712	78.92
55 Gallon	RETINAX LX 2	67715	875.60

9B **Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications**

	Brand	Product No.	Price Per Unit
Case 10-CAT	RETINAX CMX2	71118	28.80
35# Pail	RETINAX CMX2	71118	104.72
120 # Keg-CAT	RETINAX CMX2	71118	351.12

10 **Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon**

10A **Ethylene Glycol Antifreeze meeting specifications for: ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel**

	Brand	Product No.	Price Per Unit
55Gallon-Shell zone	PAR 50150	55 PAR 50	207.74

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	ROTELLA EIC 50150	0694042	10.56 per gal
55 Gallon	ROTELLA EIC 50150	5522522	554.78

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon	Mineral Spirit	3564	30.95
55 Gallon	Mineral Spirit	5564	299.70

ACKNOWLEDGMENT FORM

Company Name:	Oil Patch Fuel & Supply, Inc.
Address:	4004 N. Cage
City/State/Zip:	Pharr, Tx. 78577
Authorized Signature:	Veronica Martinez
Authorized Signature (Print):	Veronica Martinez
Title:	Branch Manager
Telephone Number:	956-781-9047
Cell Number:	956-455-3331
Fax Number:	956-781-9874

BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart	Rimula Super 15w-40	N/A	N/A
Gallon	N/A	N/A	N/A
5 Gallon	Rimula Super 15w-40	71399	50.58
55 Gallon			
Fleet Supreme EC	Rimula Super 15w-40	71399	519.21
Bulk	Rimula Super 15w-40	71399	8.25

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	N/A	N/A	N/A
Gallon	N/A	N/A	N/A
5 Gallon	Rotella T. 10w	19890	52.91
55 Gallon	Rotella T. 10w	19855	602.58
Bulk	N/A	N/A	N/A

OPENED 9:40 5-18-1
Witnessed

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	Rotella T. 130w	19903	3.08 / qts.
Gallon	Rotella T. 130w	19857	11.89 / gal.
5 Gallon	Rotella T. 130w	19891	58.08
55 Gallon	Rotella T. 130w	19856	602.58
Bulk	N/A	N/A	N/A

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart		N/A	
Gallon	Rotella T 140w	19858	11.89 / gal.
5 Gallon	Rotella T. 140w	19892	58.08
55 Gallon	Rotella T. 40w	19860	602.58
Bulk			

BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

1E. Rotella T (15 W-40 C J 4)

	Brand	Product No.	Price Per Unit
Quart	Rotella Tripple 15w-40	219905	3.33 per qts
Gallon	Rotella Tripple 15w-40	03 19913	13.29 per gallon
5 Gallon	Rotella Tripple 15w-40	35 19914	62.64
55 Gallon	Rotella Tripple 15w-40	55 19918	629.20
Bulk	Rotella Triple 15w-40 CJ 4	04734	10.27 per gallon

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

	Brand	Product No.	Price Per Unit
Quart	FS5w30 MOGFS Formula Shell	122074	2.89 per qts
Gallon		N/A	
5 Gallon		N/A	
55 Gallon	FS5w-30MOGFS Formula Shell	552407 3	540.89
Bulk	FS5w30 MOGFS	05520	8.73

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2B **SAE10W-30**

	Brand	Product No.	Price Per Unit
Quart	FS10w30 MOGFS Formula Shell	122081	2.76 per qts
Gallon		N/A	
5 Gallon	Formula Shell	3505521	45.59
55 Gallon Formula Shell	Formula Shell	552407 9	481.54
Bulk	FS10w30 MOGFS	05521	8.58

2C **SAE5W-20**

	Brand	Product No.	Price Per Unit
Quart	Formula Shell GFS	122480 ~~012407 6~~	2.77 per qts
Gallon		N/A	
5 Gallon	Formula Shell	3505519	44.68
55 Gallon Premium Synthetic Blend	FS5w20 MOGFS Formula Shell GFS	552407 5	489.95
Bulk	FS5w-20 MOGFS	05519	8.73

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"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
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2D **SAE30**

	Brand	Product No.	Price Per Unit
Quart	Formula Shell 30W	24070	2.76/qt.
Gallon		N/A	
5 Gallon		N/A	
55 Gallon	Formula Shell 30W	24072	526.48
Bulk			

2E **SAE40**

	Brand	Product No.	Price Per Unit
Quart	Formula Shell 40W	24071	2.76/qts.
Gallon		N/A	
5 Gallon		N/A	
55 Gallon		N/A	
Bulk		N/A	

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2F **SAE5W-20 SIMI SYNTHETIC**

	Brand	Product No.	Price Per Unit
Quart	QS. 5W-20SB	24129	3.23/qt.
Gallon		N/A	
5 Gallon		N/A	
55 Gallon	QS 5W-20 SB	24128	680.90
Bulk		N/A	

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart	Formula Shell ATF	53010	2.62/qt.
Gallon		N/A	
5 Gallon	Formula Shell ATF	22403	49.66
55 Gallon Formula Shell	Formula Shell ATF	22402	510.01

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
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3B Type F ATF meeting Ford M2C33-F specifications

	Brand	Product No.	Price Per Unit
Quart		N/A	
Gallon		N/A	
5 Gallon		N/A	
55 Gallon		N/A	

3C Mercon 5 - Trasmission Fluid

	Brand	Product No.	Price Per Unit
12 / 1 Qt.		N/A	
16 Gallon		N/A	
55 Gallon		N/A	

4 Tractor Hydraulic Fluids
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil	DonaxTD	00323	60.00
55 Gallon Lubriguard 303	DonaxTD	00323	614.68

5 Differential/ Final Drive Gear Lubricants
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail		N/A	
120 Lb Keg		N/A	
400 Lb Drum Spirax		N/A	

5A SAE 80W-90 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Spirax HD80W-90	22425	59.56
120 Lb Keg	Spirax HD80W-90	22424	199.19
400 Lb Drum	Spirax HD80W-90	59210	1651.64

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Spirax HD 85W-140	59212	59.18
120 Lb Keg	Spirax HD 85W-140	59212	198.17
400 Lb Drum	Spirax HD 85W-140	59212	651.94

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5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	Spirax EW 75W-90	22420	94.49
120 Lb Keg	Spirax EW 75W-90	22419	316.36
400 Lb Drum Spirax	Spirax EW 75W-90	22418	1,038.64

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Spirax GSX 50W	70736	118.33
120 Lb Keg		N/A	
400 Lb Drum	Spirax GSX 50W	70739	1,315.87

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Spirax GSX 50W	70736	118.33
120 Lb Keg			
400 Lb Drum	Spirax GSX 50W	70739	1,315.87

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail	Rotella T 130W	19891	58.08
120 Lb Keg		N/A	
400 Lb Drum CAT	Rotella T 130W	198.56	602.58

5G **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W**

	Brand	Product No.	Price Per Unit
35# Pail	DonaxTC-50	53084	60.55
120 Lb Keg	N/A	N/A	N/A
400 Lb Drum CAT	DonaxTC-50	53084	635.25

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6 **Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.**

6A **ISO 32**

	Brand	Product No.	Price Per Unit
5 Gallon	AW Hyd 32	65500	39.01
55 Gallon	AW Hyd 32	65500	391.97

6B **ISO 46**

	Brand	Product No.	Price Per Unit
5 Gallon	AW Hyd 46	3565501	39.01
55 Gallon	AW Hyd 46	5565501	391.97

6C **ISO 68**

	Brand	Product No.	Price Per Unit
5 Gallon	AW Hyd 68	3565502	39.01
55 Gallon	AW Hyd 68	5565502	391.97

6D **ISO 100**

	Brand	Product No.	Price Per Unit
5 Gallon Quincy	Omala 100	3565103	64.80
55 Gallon	Omala 100	5565103	670.83

7 **BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering**

7A **Brake Fluid**

	Brand	Product No.	Price Per Unit
Pint	FS DOT 3 Brake Fluid	12 51202	1.62 per Pint
Quart		N/A	N/A
Gallon-Shell		N/A	N/A

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"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
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7B Power Steering Fluid

	Brand	Product No.	Price Per Unit
Pint	Formula Shell PSF	1251203	1.57 per pint
Quart		N/A	N/A
Gallon-Gunk		N/A	N/A

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

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	Brand	Product No.	Price Per Unit
5 Gallon			N/A
55 Gallon			N/A

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	Retinax LX2	67710	22.10 per case
35# Pail	Retinax LX2	67712	78.92
120 # Keg-Mystik	Retinax LX2	67708	274.56
55 Gallon	Retinax LX2	67715	875.60

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT	Retinax CMX2	71118	28.80
35# Pail	Retinax CMX2	71118	104.72
120 # Keg-CAT	Retinax CMX2	71118	351.12

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon		N/A	
55Gallon-Shell Zone	PAR 50150	55PAR50	207.74

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	Rotella ELC50150	06 94042	10.56 ea gallon
55 Gallon	Rotella ELC50150	5522522	554.78

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

OPENED 9:40 5-18-11 Witnessed

11B Aerosol Engine Degreaser

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

11C Aerosol Starting Fluid-Spray Can

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

11D Aerosol Penetrating Oil – WD 40

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

11E Oil Absorbent – Absorb & Dry

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

11F Gasoline Fuel Additive - Seafoam

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

11G Diesel Fuel Additives

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

11H Engine Oil Additive

Brand	Product No.	Price Per Unit
N/A	N/A	N/A

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

OPENED 9:40 5-18-11 Witnessed

		Brand	Product No.	Price Per Unit
11I	Aerosol Lubricant	N/A	N/A	N/A
12	Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon			
12A	Mineral Spirits meeting specifications for: Naptha, Parts Cleaner			
	5 Gallon	Mineral Spirit	3564	30.95
	55 Gallon	Mineral Spirit	35564	299.70
13	Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom			
	12.8 oz. can	N/A	N/A	N/A

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Oil Patch Fuel & Supply, Inc.
ADDRESS: 4004 N. Cage
CITY/STATE/ZIP CODE: Pharr, Tx. 78577
PHONE NUMBER: 956-781-9047
E-MAIL ADDRESS: veronicajmtz@att.net
CELLULAR NUMBERS: 956-455-3331
FAX NUMBER: 956-781-9874
AUTHORIZED SIGNATURE: Veronica Martinez
PRINTED NAME: Veronica Martinez
TITLE: Branch Manager
DATE: 5/17/11

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CCIM, Inc dba Capitol City Ins
and The Insurance Store
8030 N Mopac
Austin TX 78759

SEP 7 2011

INSURED
Oil Patch Fuel & Supply, Inc.
1905 Bayou Court

Brownsville TX 78526

CONTACT NAME: Christa Moeller
PHONE (A/C, No, Ext): (512)343-0280 FAX (A/C, No): (512)343-0352
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance	
INSURER B: Texas Mutual Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL119103471 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		CPO9451422	9/14/2011	9/14/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MCS-90 X CA9948 Pollution			CPO9451422	9/14/2011	9/14/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 100,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB9401892	9/14/2011	9/14/2012	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001162184	9/14/2011	7/14/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is an additional insured on general liability as per written contract. For Delivery of Fuel.

CERTIFICATE HOLDER

(956)292-7612

Hidalgo County
Attn:Martha Salazar/Purchasing
100 East Cano 4th Floor
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

Dwayne Baker/SHEILA

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Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 10, 2011 5:09 PM
To: 'Evangelina Garcia'
Subject: FW: Oil Patch Contract-Lubricants

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, June 10, 2011 4:48 PM
To: 'Martha Salazar'
Subject: RE: Oil Patch Contract-Lubricants

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 10, 2011 10:02 AM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Oil Patch Contract-Lubricants
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, June 09, 2011 9:48 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: Oil Patch Contract-Lubricants

Marty,
Attached for legal review and comments is the contract with Oil Patch Fuel & Supply. Buyer is wanting to place an agenda item for next Commissioners Court date of June 21, 2011 for approval of award/contract.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-412-00-069-001-0-672	JP PCT 5/PL 1-EQ&VEH R&M SUPPLIES	250.00	.00	.00	.00	.00	.00
2-1100-413-00-125-001-0-672	EXECUTIVE OFFICE-EQ&VEH R&M SUPPLIES	.00	1,000.00	.00	.00	1,000.00	.00
2-1100-414-00-130-001-0-672	ELECTIONS DEPT-EQ&VEH R&M SUPPLIES	1,000.00	.00	.00	.00	.00	.00
2-1100-415-14-115-001-0-672	DBM-BUDGET DIV-EQ&VEH R&M SUPPLIES	1,000.00	500.00	.00	.00	500.00	.00
2-1100-415-15-140-001-0-672	TAX OFF-EQ&VEH R&M SUPPLIES	.00	200.00	.00	101.90	98.10	50.95
2-1100-415-18-160-001-0-672	PURCHASING-EQ&VEH R&M SUPPLIES	.00	150.00	102.36	.00	47.64	68.24
2-1100-415-40-180-001-0-672	CO CLERK-EQ&VEH R&M SUPPLIES	1,000.00	3,500.00	2,389.24	134.58	976.18	72.11
2-1100-415-40-180-002-0-672	CO CLERK RECORD ARCHIVE-EQ&VEH R&M SUPPL	6,177.00	6,177.00	.00	.00	6,177.00	.00
2-1100-419-10-210-001-0-672	PLANNING DEPT-EQ&VEH R&M SUPPLIES	1,000.00	1,152.12	.00	856.00	296.12	74.30
2-1100-419-40-220-001-0-672	FACILITIES MGMT-EQ&VEH R&M SUPPLIES	18,000.00	38,000.00	10,523.20	18,322.23	9,154.57	75.91
2-1100-419-50-125-003-0-672	SAFETY-EQ&VEH R&M SUPPLIES	500.00	500.00	.00	86.84	413.16	17.37
2-1100-421-00-280-001-0-672	SHERIFF-EQ&VEH R&M SUPPLIES	239,000.00	239,000.00	48,602.76	89,950.55	100,446.69	57.97
2-1100-421-00-291-001-0-672	CONSTABLE PCT.1-EQ&VEH R&M SUPPLIES	3,000.00	2,610.00	2,315.70	.00	294.30	88.72
2-1100-421-00-292-001-0-672	CONSTABLE PCT.2-EQ&VEH R&M SUPPLIES	250.00	200.00	.00	.00	200.00	.00
2-1100-421-00-293-001-0-672	CONSTABLE PCT.3-EQ&VEH R&M SUPPLIES	4,000.00	4,000.00	609.48	3,359.80	30.72	99.23
2-1100-421-00-294-001-0-672	CONSTABLE PCT.4-EQ&VEH R&M SUPPLIES	3,000.00	3,000.00	543.10	1,086.20	1,370.70	54.31
2-1100-421-00-295-001-0-672	CONSTABLE PCT.5-EQ&VEH R&M SUPPLIES	.00	3,000.00	1,926.03	.00	1,073.97	64.20
2-1100-422-10-300-001-0-672	FIRE MARSHAL-EQ&VEH R&M SUPPLIES	1,000.00	1,500.00	756.11	107.99	635.90	57.61
2-1100-423-21-280-002-0-672	JAIL-EQ&VEH R&M SUPPLIES	20,000.00	50,000.00	3,060.68	9,828.54	37,110.78	25.78
2-1100-423-32-330-001-0-672	JUV DET HM-EQ&VEH R&M SUPPLIES	10,000.00	10,000.00	3,818.05	6,101.53	80.42	99.20
2-1100-429-00-110-075-0-672	EMERGENCY MGMT-EQ&VEH R&M SUPPLIES	1,000.00	1,000.00	.00	.00	1,000.00	.00
2-1100-432-00-121-001-0-672	PCT1 SANITATION-EQUIP & VEH R&M SUPPL	.00	31,303.34	10,675.03	20,188.60	439.71	98.60
2-1100-432-00-122-001-0-672	PCT2 SANITATION-EQUIP & VEH R&M SUPPLIES	40,852.83	38,452.83	3,501.13	6,344.66	28,607.04	25.60
2-1100-432-00-123-001-0-672	PCT3 SANITATION-EQUIP & VEH R&M SUPPLIES	90,000.00	90,000.00	5,763.83	63,046.87	21,189.30	76.46
2-1100-432-00-124-001-0-672	PCT4 SANITATION-EQUIP&VEH R&M SUPPL	40,000.00	43,936.00	6,867.12	30,278.49	6,790.39	84.54
2-1100-441-00-340-001-0-672	HEALTH ADM-EQ&VEH R&M SUPPLIES	5,459.00	5,459.00	1,655.54	1,343.41	2,460.05	54.94

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-441-00-340-003-0-672	HEALTH CLINICS-EQ&VEH R&M SUPPLIES	250.00	250.00	.00	132.00	118.00	52.80
2-1100-452-00-121-013-0-672	PCT1 PARKS-EQUIP & VEH R&M SUPPLIES	15,000.00	11,500.00	1,358.48	6,127.17	4,014.35	65.09
2-1100-452-00-122-008-0-672	PCT2 PARKS-EQUIP & VEH R&M SUPPLIES	9,967.48	9,967.48	1,320.75	1,432.96	7,213.77	27.63
2-1100-452-00-123-008-0-672	PCT3 PARKS-EQUIP & VEH R&M SUPPLIES	12,000.00	12,000.00	1,213.28	10,166.21	620.51	94.83
2-1100-452-00-124-009-0-672	PCT4 PARKS-EQUIP & VEH R&M SUPPLIES	5,000.00	5,000.00	54.43	3,251.16	1,694.41	66.11
2-1100-461-00-380-001-0-672	TX AGRILIFE EXT-EQ&VEH R&M SUPPLIES	200.00	200.00	111.85	.00	88.15	55.93
1100 GENERAL FUND		**528,906.31**	**613,557.77**	**107,168.15**	**272,247.69**	**234,141.93**	**61.84**
1200 ROAD AND BRIDGE							
2-1200-431-00-121-005-0-672	PCT1 RD MAINT-EQUIP & VEH R&M SUPPLIES	6,061.00	126,860.42	13,974.94	53,663.85	59,221.63	53.32
2-1200-431-00-122-004-0-672	CW MECH SHOP-EQ&VEH R&M SUPPLIES	5,934.62	5,934.62	3,859.76	1,123.27	951.59	83.97
2-1200-431-00-122-005-0-672	PCT2 ADM-EQUIP & VEH R&M SUPPLIES	52.39	52.39	.00	.00	52.39	.00
2-1200-431-00-122-006-0-672	PCT2 RD MAINT-EQUIP & VEH R&M SUPPLIES	36,735.60	51,735.60	5,961.08	42,429.52	3,345.00	93.53
2-1200-431-00-123-005-0-672	PCT3 RD MAINT-EQUIP & VEH R&M SUPPLIES	100,000.00	141,479.22	24,157.62	95,993.15	21,328.45	84.92
2-1200-431-00-124-007-0-672	PCT4 RD MAINT-EQUIP & VEH R&M SUPPLIES	.00	152,961.40	55,569.86	82,893.40	14,498.14	90.52
2-1200-431-00-260-001-0-672	R-O-W DEPT-EQ&VEH R&M SUPPLIES	.00	520.99	20.99	.00	500.00	4.03
1200 ROAD AND BRIDGE		**148,783.61**	**479,544.64**	**103,544.25**	**276,103.19**	**99,897.20**	**79.17**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
2-1222-412-00-080-006-0-672	DA BAD CK-EQ&VEH R&M SUPPLIES	1,000.00	1,000.00	.00	77.69	922.31	7.77
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**1,000.00**	**1,000.00**	**.00**	**77.69**	**922.31**	**7.77**
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY							
2-1228-421-00-280-006-0-672	SHRF FED SHARING-EQ&VEH R&M SUPPLIES	.00	5,000.00	.00	.00	5,000.00	.00
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY		**.00**	**5,000.00**	**.00**	**.00**	**5,000.00**	**.00**
1242 JUSTICE COURT TECHNOLOGY							
2-1242-412-00-060-001-0-672	JUSTICE CRT TECH-EQ&VEH R&M SUPPLIES	.00	1,401.99	.00	1,401.99	.00	100.00
1242 JUSTICE COURT TECHNOLOGY		**.00**	**1,401.99**	**.00**	**1,401.99**	**.00**	**100.00**
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST							
2-1254-412-00-270-014-0-672	HIDTA US JUSTICE-EQ&VEH R&M SUPPLIES	2,000.00	2,000.00	.00	580.56	1,419.44	29.03
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST		**2,000.00**	**2,000.00**	**.00**	**580.56**	**1,419.44**	**29.03**
1283 DESIGNATED PURPOSE GRANTS LVL 3							
2-1283-429-10-300-027-2-672	HS SHSP-LEAP-EQ&VEH R&M SUPPLIES	.00	.50	.00	.00	.50	.00
1283 DESIGNATED PURPOSE GRANTS LVL 3		**.00**	**.50**	**.00**	**.00**	**.50**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1284 DESIGNATED PURPOSE GRANTS LVL 4							
2-1284-421-00-280-047-2-672	OPERATION STONEGARDEN-EQ&VEH R&M SUPPLIE	.00	332.28	.00	.00	332.28	.00
2-1284-421-00-280-048-2-672	STONEGARDEN (DONNA)-EQ&VEH R&M SUPPLIES	.00	2,110.00	.00	.00	2,110.00	.00
2-1284-421-00-280-049-2-672	STONEGARDEN (HIDALGO)-EQ&VEH R&M SUPPLIE	.00	1,600.00	.00	.00	1,600.00	.00
2-1284-421-00-280-070-2-672	STONEGARDEN (ALAMO)-EQ&VEH R&M SUPPLIES	.00	317.05	.00	.00	317.05	.00
2-1284-421-00-280-080-1-672	TX RANGERS-LBSP-EQ&VEH R&M SUPPLIES	.00	4,800.00	.00	.00	4,800.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4		**.00**	**9,159.33**	**.00**	**.00**	**9,159.33**	**.00**
1292 WIC							
2-1292-441-00-350-001-2-672	WIC ADM-EQ&VEH R&M SUPPLIES	.00	4,826.00	555.69	595.29	3,675.02	23.85
1292 WIC		**.00**	**4,826.00**	**555.69**	**595.29**	**3,675.02**	**23.85**
1293 HEALTH DEPARTMENT							
2-1293-441-00-340-008-2-672	T.B. CONTROL-EQ&VEH R&M SUPPLIES	.00	14.61	.00	.00	14.61	.00
2-1293-441-00-340-012-2-672	IMM DIV LOCAL-EQ&VEH R&M SUPPLIES	.00	215.00	.00	.00	215.00	.00
2-1293-441-10-340-013-2-672	CPH BIO PREP-EQ&VEH R&M SUPPLIES	.00	815.00	.00	.00	815.00	.00
1293 HEALTH DEPARTMENT		**.00**	**1,044.61**	**.00**	**.00**	**1,044.61**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
2-1295-423-00-330-028-0-672	WESL B/C-EQ&VEH R&M SUPPLIES	5,000.00	5,000.00	353.29	1,337.52	3,309.19	33.82
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**5,000.00**	**5,000.00**	**353.29**	**1,337.52**	**3,309.19**	**33.82**
1297 ADULT PROBATION							
2-1297-423-00-320-002-2-672	BASIC SUPERVISION-EQ&VEH R&M SUPPLIES	.00	1,000.00	.00	.00	1,000.00	.00
2-1297-423-00-320-020-2-672	SATF-EQUIP & VEHICLE R&M SUPPL	.00	900.00	.00	864.62	35.38	96.07
1297 ADULT PROBATION		**.00**	**1,900.00**	**.00**	**864.62**	**1,035.38**	**45.51**
2202 SELF-FUNDED WORKERS' COMP							
2-2202-419-50-115-065-0-672	DBM-W/C DIV-EQ&VEH R&M SUPPLIES	700.00	700.00	.00	.00	700.00	.00
2202 SELF-FUNDED WORKERS' COMP		**700.00**	**700.00**	**.00**	**.00**	**700.00**	**.00**
2 YEAR 2		**686,389.92**	**1,125,134.84**	**211,621.38**	**553,208.55**	**360,304.91**	**67.98**

AI-32521 **10. C.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of Invoice No. 11-R in the amount of $5,650.00, from contracted vendor, Prodigy Construction Management, LLC in connection with contract C-11-032B-06-14 Construction Management Services for Sheriff's Office Substation in the Precinct No. 1 Area.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

PO# 659617 available balance as of 5-24-12 $45,200.00

Partial Liquidation done on 5-1-12 ($18,300)

Reference:
Pmt# 10-R 5,650 AI#31973 5-1-12 (Period billed 3-17-12 thru 4-16-12)

Attachments

Invoice No. 11-R

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:55 PM
Budget & Management	Merlen P. Munoz	05/24/2012 01:06 PM
Manuel Chapa	Manuel Chapa	05/24/2012 01:46 PM
Auditor's Office	Arcilia Duran	06/01/2012 03:14 PM

Form Started By: Rocio Villarreal Started On: 05/23/2012 03:31 PM

Final Approval Date: 06/01/2012

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
Office: (956)800-1122 Fax: (956)800-4618
apalacios@prodigycompany.com

Invoice

Period Billed	Invoice #
04-17-2012 to 05-16-2012	11-R

Bill To:

Hidalgo County Sheriff's Office
Attn: Juan Tapia
701 El Cibolo RD
Edinburg, TX 78539

Project Name: **Contract NO: C-11-032B-06-14** **REQ: 00197759**

County of Hidalgo Sheriff's Office Substation/Hidalgo County Jail

Acc. 2-1336-423-00-280-036-0-720

P.O. No.	Vendor	Project
659617	388459	PCM-03-011

As of 1/24/2012 - Project Total Cost: $3,390,000.00 @ 3% = $101,700.00 fee

Period Billed	Monthly Draw	Credit Adjustment	Paid to Date	Amount Balance	Invoice Amount DUE
1	$7875.00		$7875.00	$120,000.00	$7875.00
2	$7875.00		$15,750.00	$104,250.00	$7875.00
3	$7875.00		$23,625.00	$96,375.00	$7875.00
4	$7875.00		$31,500.00	$88,500.00	$7875.00
5	$7875.00		$39,375.00	$80,625.00	$7875.00
6 Paid	$7875.00		$47,250.00		$7875.00
7 Adj. Fee	$5650.00	-$5650.00			$0.00
8 Adj. Fee	$5650.00	-$5650.00			$0.00
9 Adj. Fee	$5650.00	-$2050.00			$3,600.00
10 Paid	$5650.00				$5,650.00
11	$5650.00				$5,650.00
12					
13					
14					
15					
16					
17					

5/23/12

P.O. #: 659617
Invoice Received By:
Tapia on: 5-23-12
Good/Services Received By:
Tapia 2/16/12

AI-32525 **10. D.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Authority to exercise the six (6) months extension option as provided under current contract for "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt," under the same rates, terms, and conditions with Performance Grade Asphalt, LLC. -C-11-225-11-15.

2. Authority to exercise the one (1) year extension option as provided under current contract for "Maintenance & Repair for Elevators Located in County Owned Buildings." C-10-126-06-15

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Contract with Thyssenkrupp Elevator is mainly used by Facilities Management in order to maintain the countywide elevators.

Funds available as of 6-1-12.

FISCAL YEAR: 2012 ACCT. #: countywide obj. 673

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

BUDGETARY IMPACT:

Contract with Performance Grade Asphalt, LLC is a countywide contract. This contract is mainly used by the Precincts on an "as needed basis".

Funds available as of 6-1-12. Please refer to attached expense report.

Attachments

Extension and Contract

Extension and Contract

Exp. Report as of 6-1-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Letty Saenz	05/31/2012 05:16 PM
Budget & Management	Ivan Cantu	06/01/2012 07:46 AM
Ivan Cantu	Ivan Cantu	06/01/2012 09:06 AM

PURCHASING DEPARTMENT
County Of Hidalgo

Aprif 25, 2012

CERTIFIED MAIL
7099 3220 0002 9745 6661

Clarke DuBose, President
Dubose Interests, LLC
dba Performance grade Asphalt, LLC
PO Box 6
Hitchcock, TX 77563

Re: Extension of Agreement- C-11-225-11-15-CRS-2 (Cationic Rapid Setting) Emulsified Asphalt- Hidalgo County

Dear Mr. DuBose:

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 (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of June 5, 2012, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Wednesday, May 23,2012,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: 5/21/2012
Clarke DuBose

In addition, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, and Statement of Qualification).

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2012

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 Rust, Ewing, Watt & Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591	CONTACT NAME: Patsy Beall ACSR PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883 E-MAIL ADDRESS: patsy_beall@rustewing.com
INSURED Dubose Interests, LLC, DBA: Performance Grade P. O. Box 6 Hitchcock TX 77563	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Southwest Risk, LP INSURER B: Hallmark County Mutual Ins Co INSURER C: Texas Mutual Insurance Company — 22945 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12-13 WC Rnwl-NEW FORM REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			VIGP013675	11/20/2011	11/20/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TXA506163-02	11/20/2011	11/20/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF-0012106801	2/18/2012	2/18/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

(956) 292-7612 sandy.suarez@co.hidalgo.tx

County of Hidalgo
2812 S. Business 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

J Blackshear Jr. CIC/

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REQUIREMENTS AGREEMENT
C-11-225-11-15

THIS AGREEMENT (the "Agreement") is entered into as of the November 8, 2011 by and between **Dubose Interests, LLC dba Performance Grade Asphalt, LLC,** a Texas Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**", as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** " in the areas of Hidalgo County projects for a period of six (6) months from December 16, 2011 to June 15, 2012 and may be extended with the County's discretion for an additional six (6) months and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
DuBose Interests, LLC dba
Performance Grade Asphalt
Attn: Clark DuBose, President
PO Box 6
Hitchcock, TX 77563

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ 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,_____.

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

By_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 11/15/11

COMPANY:

By:_____
Printed Name: Clarke DuBose
Title: 12/06/2011

EXHIBIT "A"

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 12, 2011

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)**
Request for Bids -**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**
Bid No: 2011-225-09-28-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo
REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
RFB NO: 2011-225-09-28-SGS

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 5 pages.
4. Exhibit B Bid Page, consisting of 1 page.
5. Exhibit C Insurance Requirements, consisting of 4 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 Service Agreement consisting of 7 pages.

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

09/12/2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

RFB No.: 2011-225-09-28-SGS

Bid No: 2011-225-09-28	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID OPENING DATE:
SEPTEMBER 28, 2011

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

THE COUNTY OF HIDALGO TEXAS

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)–CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-225-09-28-SGS-HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)–CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 28, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2011-225-09-28-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) - CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:
    - Invoices must include:
        a) Name and address of successful bidder
        b) Name and address of receiving department or official
        c) Purchase Order Number (if any)
        d) Notation -**"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) –CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
        e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Attn: A/P Division
2808 So. Bus. Hwy 281
Edinburg, TX. 78539
(956)318-2511

17. Schedule of Events:

Bid Opening, 9:30 AM	**SEPTEMBER 28, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the

content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. 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 arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq.,***

and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

"CRS-2 (CATIONIC RAPID SETTING)
EMULSIFIED ASPHALT"

RFB No.: 2011-225-09-28-SGS

EXHIBIT "A"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:
The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	7 Mile line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78541
CONTACT:	**CONTACT:**	**CONTACT:**
Noe Montez, Dir. of Mgmt. Support (956) 968-8733	Saul Ramirez, Field Operations Director (956) 585-4509	Marco Lopez, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

EXHIBIT "A"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

2. TERMS & CONDITIONS:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.

2. County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in the best interest of the County to do so.

4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C")

6. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Bidder(s) have been in business for at least two (2) years.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

14. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

- The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA rules and requirements.

- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

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.

EXHIBIT "A"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

ADDITONAL INFORMATION:

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, SEPTEMBER 21, 2011 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, SEPTEMBER 23, 2011 by 5:00 P.M.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

RFB No.: 2011-225-09-28-SGS

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable.
Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

QUANITY **(Only On An As Needed Basis)**	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

Bidder's Information:

Bidder/Company Name:_____

Address: _____

City/State/Zip Code:_____

Phone & Fax No.'s:_____

Cell Phone:_____

Authorized Signature:_____

Printed Name:_____

Title:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

RFB No.: 2011-225-09-28-SGS

EXHIBIT "C"

Insurance Requirements

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

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

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: _____.

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASHALT"

RFB No.: 2011-225-09-28-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

RFB No.: 2011-225-09-28-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:**_____**Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–			–				

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

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

RFB No.: 2011-225-09-28-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS
BID PAGE

RECEIVED 9:45 9/08/11

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

Witnessed

QUANITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$ 3.50 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours $ 50.00
LOADS OF 1,001 TO 2,000 GALLONS	$ 3.20 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours $ 50.00
LOADS OF 2,001 TO 3,000 GALLONS	$ 2.80 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours $ 50.00
LOADS OF 3,001 TO 4,000 GALLONS	$ 2.55 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours $ 50.00
LOADS OF 4,001 TO 5,000 GALLONS	$ 2.30 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours $ 50.00

Bidder's Information:

Bidder/Company Name: DuBose Interests, LLC dba: Performance Grade Asphalt, LLC.

Address: P.O. Box 6

City/State/Zip Code: Hitchcock, TX. 77563

Phone & Fax No.'s: 409-986-7740 / Fax 409-986-7950

Cell Phone: 281-387-9869 or 409-739-7757

Authorized Signature: [signature]

Printed Name: Clarke DuBose

Title: President

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Patsy Beall ACSR
Rust, Ewing, Watt & Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591	PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883 E-MAIL ADDRESS: patsy_beall@rustewing.com PRODUCER CUSTOMER ID #: 00005473

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dubose Interests LLC DBA Performance Grade Asphalt LLC Rifle Transportation LLC&Gator Rec P. O. Box 6 Hitchcock TX 77563	INSURER A: Gemini Insurance/SW Risk	10833
	INSURER B: Hallmark County Mutual/US Risk	
	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D: Great American Insurance Group	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 11-12 Rnwl WC Certs **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			VIGP012755	11/20/2010	11/20/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,0 $ 50,0 $ 5,0 $ 1,000,0 $ 2,000,0 $ 2,000,0
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TXA506163-01	11/20/2010	11/20/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,0 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TSF-0012106801	2/23/2011	2/23/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,0 $ 1,000,0 $ 1,000,0
D	Cargo Insurance All Risk w/exclusions			IMP 388 76 31 02	11/20/2010	11/20/2011	Per Turck-No Refer Coverage Deductible	$100,0 $1,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured applies to the Auto policy and Blanket Additional Insured applies to the General Liability policy and Blanket Waiver of Subrogation applies to the Workers Compensaiton as required by written contract between the insured and certificate holder.

CERTIFICATE HOLDER

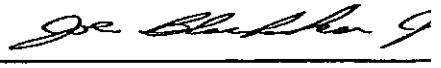
(956) 292-7612

County of Hidalgo
2812 S. Business 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

J Blackshear Jr. CIC/ 

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ACORD™ VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 6/27/2011

AGENCY
PHONE (A/C, No, Ext): (409) 934-8000
FAX (A/C, No): (409) 935-1883
Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway
Texas City TX 77591
CODE: SUB CODE:
AGENCY CUSTOMER ID: 00005473

APPLICANT (First Named Insured): Dubose Interests, LLC, DBA: Performance Grade Asphalt, LLC

EFFECTIVE DATE	EXPIRATION DATE		DIRECT BILL / AGENCY BILL	PAYMENT PLAN	AUDIT
11/20/2010	11/20/2011	X	AGENCY BILL	Surplus	

FOR COMPANY USE ONLY

VEHICLE DESCRIPTION

VEH # 8 — YEAR 1976 — MAKE: Trailmobile — MODEL: Trailer

BODY TYPE: — V.I.N.: N41035 — VEHICLE TYPE: PP ☐ SPEC ☐ COML ☐ — SYM/AGE — COST NEW $ 1000

CITY, STATE, ZIP WHERE GARAGED: Hitchcock TX 77563 — LIC STATE — TERR: 22 — GVW/GCW — CLASS: 67199 — SIC — FACTOR — SEAT CP — RADIUS: 100 — FARTHEST TERR

DRIVE TO WORK/SCHOOL: < 15 MILES ☐ / 15 MILES + ☐ — USE: PLEASURE ☐ / FARM ☐ / COMM'L X / RETAIL ☐ / SERVICE ☐ — CHECK COVERAGES: LIAB ☐ / NO-FAULT ☐ — ADD'L NO-FAULT ☐ / MED PAY ☐ / UNINS MOTOR ☐ — UNDRINS MOTOR ☐ / TOWING & LABOR ☐ / SPEC C OF L ☐ — F ☐ / FT X / FTW X — LSP ☐ / COMP X / COLL X — RENT REIMB ☐ / FG ☐ — DEDUCTIBLES: ACV ☐ / AA ☐ / COMP X / ST AMT X — $ 2,500 / $ 10,000 / $ 2,500 COL

NET VEH DR/CR: — TOTAL PREM $

VEH # 9 — YEAR 1969 — MAKE: Fruehauf — MODEL: Trailer

BODY TYPE: — V.I.N.: OMK472503 — VEHICLE TYPE: PP ☐ SPEC ☐ COML ☐ — SYM/AGE — COST NEW $ 1000

CITY, STATE, ZIP WHERE GARAGED: Hitchcock TX 77563 — LIC STATE — TERR: 22 — GVW/GCW — CLASS: 67199 — SIC — FACTOR — SEAT CP — RADIUS: 100 — FARTHEST TERM

DRIVE TO WORK/SCHOOL: < 15 MILES ☐ / 15 MILES + ☐ — USE: PLEASURE ☐ / FARM ☐ / COMM'L X / RETAIL ☐ / SERVICE ☐ — CHECK COVERAGES: LIAB ☐ / NO-FAULT ☐ — ADD'L NO-FAULT ☐ / MED PAY ☐ / UNINS MOTOR ☐ — UNDRINS MOTOR ☐ / TOWING & LABOR ☐ / SPEC C OF L ☐ — F ☐ / FT X / FTW X — LSP ☐ / COMP X / COLL X — RENT REIMB ☐ / FG ☐ — DEDUCTIBLES: ACV ☐ / AA ☐ / COMP X / ST AMT X — $ 2,500 / $ 10,000 / $ 2,500 COL

NET VEH DR/CR: — TOTAL PREM $

VEH # 10 — YEAR 2002 — MAKE: Ford — MODEL: PU F250

BODY TYPE: — V.I.N.: 1FTNW21FX2EC68921 — VEHICLE TYPE: PP ☐ SPEC ☐ COML ☐ — SYM/AGE — COST NEW $ 10000

CITY, STATE, ZIP WHERE GARAGED: Hitchcock TX 77563 — LIC STATE — TERR: 22 — GVW/GCW — CLASS: 67199 — SIC — FACTOR — SEAT CP — RADIUS: 100 — FARTHEST TERM

DRIVE TO WORK/SCHOOL: < 15 MILES ☐ / 15 MILES + ☐ — USE: PLEASURE ☐ / FARM ☐ / COMM'L X / RETAIL ☐ / SERVICE ☐ — CHECK COVERAGES: LIAB ☐ / NO-FAULT ☐ — ADD'L NO-FAULT ☐ / MED PAY ☐ / UNINS MOTOR ☐ — UNDRINS MOTOR ☐ / TOWING & LABOR ☐ / SPEC C OF L ☐ — F ☐ / FT X / FTW X — LSP ☐ / COMP X / COLL X — RENT REIMB ☐ / FG ☐ — DEDUCTIBLES: ACV ☐ / AA ☐ / COMP X / ST AMT X — $ 2,500 / $ 20,000 / $ 2,500 COL

NET VEH DR/CR: — TOTAL PREM $

VEH # 11 — YEAR — MAKE: — MODEL:

BODY TYPE: — V.I.N.: — VEHICLE TYPE: PP ☐ SPEC ☐ COML ☐ — SYM/AGE — COST NEW $

CITY, STATE, ZIP WHERE GARAGED: — LIC STATE — TERR — GVW/GCW — CLASS — SIC — FACTOR — SEAT CP — RADIUS — FARTHEST TERM

DRIVE TO WORK/SCHOOL: < 15 MILES ☐ / 15 MILES + ☐ — USE: PLEASURE ☐ / FARM ☐ / COMM'L ☐ / RETAIL ☐ / SERVICE ☐ — CHECK COVERAGES: LIAB X / NO-FAULT ☐ — ADD'L NO-FAULT ☐ / MED PAY ☐ / UNINS MOTOR ☐ — UNDRINS MOTOR ☐ / TOWING & LABOR ☐ / SPEC C OF L ☐ — F ☐ / FT X / FTW X — LSP ☐ / COMP X / COLL X — RENT REIMB ☐ / FG ☐ — DEDUCTIBLES: ACV X / AA ☐ / COMP ☐ / ST AMT ☐ — $ 2,500 / $ / $ 2,500 COLL

NET VEH DR/CR: — TOTAL PREM $

VEH # — YEAR — MAKE: — MODEL:

BODY TYPE: — V.I.N.: — VEHICLE TYPE: PP ☐ SPEC ☐ COML ☐ — SYM/AGE — COST NEW $

CITY, STATE, ZIP WHERE GARAGED: — LIC STATE — TERR — GVW/GCW — CLASS — SIC — FACTOR — SEAT CP — RADIUS — FARTHEST TERM

DRIVE TO WORK/SCHOOL: < 15 MILES ☐ / 15 MILES + ☐ — USE: PLEASURE ☐ / FARM ☐ / COMM'L ☐ / RETAIL ☐ / SERVICE ☐ — CHECK COVERAGES: LIAB ☐ / NO-FAULT ☐ — ADD'L NO-FAULT ☐ / MED PAY ☐ / UNINS MOTOR ☐ — UNDRINS MOTOR ☐ / TOWING & LABOR ☐ / SPEC C OF L ☐ — F ☐ / FT ☐ / FTW ☐ — LSP ☐ / COMP ☐ / COLL ☐ — RENT REIMB ☐ / FG ☐ — DEDUCTIBLES: ACV ☐ / AA ☐ / COMP ☐ / ST AMT ☐ — $ / $ / $ COLL

NET VEH DR/CR: — TOTAL PREM $

VEH # — YEAR — MAKE: — MODEL:

BODY TYPE: — V.I.N.: — VEHICLE TYPE: PP ☐ SPEC ☐ COML ☐ — SYM/AGE — COST NEW $

CITY, STATE, ZIP WHERE GARAGED: — LIC STATE — TERR — GVW/GCW — CLASS — SIC — FACTOR — SEAT CP — RADIUS — FARTHEST TERM

DRIVE TO WORK/SCHOOL: < 15 MILES ☐ / 15 MILES + ☐ — USE: PLEASURE ☐ / FARM ☐ / COMM'L ☐ / RETAIL ☐ / SERVICE ☐ — CHECK COVERAGES: LIAB ☐ / NO-FAULT ☐ — ADD'L NO-FAULT ☐ / MED PAY ☐ / UNINS MOTOR ☐ — UNDRINS MOTOR ☐ / TOWING & LABOR ☐ / SPEC C OF L ☐ — F ☐ / FT ☐ / FTW ☐ — LSP ☐ / COMP ☐ / COLL ☐ — RENT REIMB ☐ / FG ☐ — DEDUCTIBLES: ACV ☐ / AA ☐ / COMP ☐ / ST AMT ☐ — $ / $ / $ COLL

NET VEH DR/CR: — TOTAL PREM $

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PURCHASING DEPARTMENT
County Of Hidalgo

OK
Signed 12/06/2011
I really appreciate your business
Thanks a lot!!!

December 2, 2011

Clarke DuBose, President
Dubose Interests, LLC
dba Performance grade Asphalt, LLC
PO Box 6
Hitchcock, TX 77563

RECEIVED
DEC 13 2011
BY

Re: C-11-225-11-15-CRS-2 (Cationic Rapid Setting) Emulsified Asphalt-Hidalgo County

Dear Mr Dubose:

Pursuant to Hidalgo County Commissioners' Court action on, November 22, 2011, the above-referenced project was awarded to Performance Grade Asphalt.

In order to formalize the said agreement, the original contract has been enclosed. Please review the agreement, and if all appears to be in order, please have it executed by the authorized party of your company and return original contract to the undersigned for execution by Hidalgo County.

We respectfully wish to extend our gratitude for your attention in this matter and if you have any questions or concerns in reference to this matter do not hesitate to contact me at (956) 318-2626.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

PURCHASING DEPARTMENT
County Of Hidalgo

May 31, 2012

CERTIFIED MAIL
7099 3220 0002 9745 6678
Via-Facsimile (806) 228-5158

Gregg Laznovsky, Sales Manager
Thyssenkrupp Elevator Corporation
5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405

Re: Extension of Agreement No. C-10-126-06-15-Maintenance & Repairs for Elevators Located in County Owned Buildings

Dear Mr. Laznovsky:

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 (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of June 5, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, June 4, 2012,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

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
Hidalgo County Purchasing Department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BTEWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESTNTATIVE 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

Willis of Illinois, Inc.
233 S. Wacker Drive, Suite 2000
Chicago IL 60606

CONTACT NAME: Helen Chen
PHONE (A/C, No, Ext): 312-288-7489 FAX (A/C, No): 312-621-6865
E-MAIL ADDRESS: tke.certificates@willis.com
PRODUCER CUSTOMER ID #:

INSURED

THYSSENKRUPP ELEVATOR CORPORATION
2801 NETWORK DR STE 700
FRISCO TX 75034

SEP 27 2011
9:06am

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Lexington Insurance Company	19437
INSURER B :	Wausau Bus Ins Co/Wausau Underwriters Ins	26069/26042
INSURER C :	Indemnity Ins Co of NA/ACE American Ins Co	43575/22667
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** BHOR-8LJDDD-110908193221 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			037205277	10/01/2011	10/01/2012	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY			037205276			DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	Included
B	AUTOMOBILE LIABILITY			ASKZ91438879011 (AOS)	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO			ASJZ91438879031 (PR)			BODILY INJURY (Per person)	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	
	HIRED AUTOS							
	NON-OWNED AUTOS							
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DEDUCTIBLE							
	RETENTION $							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WLRC46771667 (AOS)	10/01/2011	10/01/2012	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A			WLRC46771679 (CA, MA)			E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: ELEVATOR MODERNIZATION JOB# 077BX5710-11 HIDALGO COUNTY COURTHOUSE - EDINBURG, TX

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 ESAT CANO
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

Andrea Paiva

ACORD 25 (2009/09)

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-126-06-15

THIS CONTRACT is made and entered into this day 15th of **June , 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Thyssenkrupp Elevator Corporation**, a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for "**Maintenance & Repairs for Elevators Located in County Owned Buildings"** (the "Services") for Hidalgo County; and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Maintenance & Repairs for Elevators Located in County Owned Buildings as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, **June 15, 2010** and ending on, **June 14, 2012** with the County's option to renew contract for additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

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

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

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney=s fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

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

11. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

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

contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company:	**Thyssenkrupp Elevator** **Attn: Gregg Laznovsky, Sales Manager** **5449 Bear Lane, Suite 406** **Corpus Christi, TX 78405**

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

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 16th day of June, 2010

Approved on Commissioners' Court 6/15/10

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

By: Gregory S Laznovsky

Printed Name: GREGORY S. LAZNOVSKY

Title: SALES MANAGER

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Stephen L. Crain

EXHIBIT "A"
Request for Bid (RFB)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

MAY 10, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Maintenance & Repairs for Elevators Located in County Owned Buildings"**
RFB-2010-126-05-26-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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"MAINTENANCE & REPAIRS for
ELEVATORS LOCATED in COUNTY OWNED BUILDINGS"
RFB-2010-126-05-26-MEG

1. **Request For Bid Letter, consisting of 1 page.**

2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A" Specifications and Bid Sheets consisting of 9 pages.**

4. **Exhibit "B" Bid Page, consists of 2 pages.**
   (Must be submitted with bid)
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid)
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   (Must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
   (Must be submitted with bid)
8. **Draft Requirements Agreement consisting of 5 pages.**

9. **Certification Regarding Debarment 1 page.**
   (Must be submitted with bid)

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

May 10, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY
"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY BUILDINGS"

BID OPENING DATE:
MAY 26, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Bids will be received for **HIDALGO COUNTY – "MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BLDGS"** 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. 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-2010-126-05-26-MEG HIDALGO COUNTY-"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BLDGS"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, MAY 26, 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-2010-126-05-26-MEG".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY-"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BLDGS"**
  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
3100 S. Bus. 281
Edinburg, Texas 78539
ATTN.: Richard Sunday

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**MAY 26, 2010**
Pre-Bid Conference	**MAY 18, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or

employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"MAINTENANCE & REPAIRS for
ELEVATORS LOCATED in COUNTY OWNED BLDGS"
BID NO.: 2010-126-05-26-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the 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 submitted with bid)

EXHIBIT "A"
HIDALGO COUNTY
"MAINTENANCE & REPAIRS for ELEVATORS
located in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

SPECIFICATIONS:

Hidalgo County is seeking a contract for full service of Maintaining and repairs of elevators. Vendor (s) must maintain full operation, inspection, testing, certification, maintenance, and repair program which will provide reliable elevator services for the County elevators in full compliance with State of Texas Elevator Inspection Act and with ASME A17.1 (American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.1).

SCOPE:

Vendor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Vendor. Mechanics shall be qualified to maintain elevators and related equipment in compliance with State requirements (passing State inspections) and in proper operating condition at all times, making necessary repairs, adjustments, and performance of preventive maintenance.

APPLICABLE STANDARDS:

Contractor shall perform all testing, inspection, repair, removal and installation in a safe manner and in accordance with applicable laws and regulations, In addition to all Building Codes and State Standards.

GENERAL PROVISIONS

This is a firm fixed-price, fixed quantity contract calling for delivery of the products or services at the stated prices submitted by the Bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

CHANGES: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

(a) Description of services to be performed.
(b) Time of performance (i.e. hours of day, days of week, etc.)
(c) Place of performance of the services.
(d) Correction of errors of a general administrative nature or other mistakes, the Correction of which does to affect the scope of the contract, or does not result in expense to the Vendor.

SITE VISIT:

Bidders must examine elevators, prior to submitting bid. Bidder shall not be relieved of responsibility for properly estimating, cost of service required or condition of existing equipment because of his failure to investing and inspect the equipment, because of his failure to investigate and inspect the elevators. The visit must be coordinated in advance with Mr. Richard Sunday, Director, Hidalgo County Facilities Management at (956)318-2646/ ext 4358.

EXHIBIT "A"
HIDALGO COUNTY
"MAINTENANCE & REPAIRS for ELEVATORS
located in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

LOCATIONS: Elevators to be serviced, including but not limited to:

- **Hidalgo County Courthouse Building**
  100 N. Closner (HSO Substation)
  Edinburg, TX 78539

  4 Elevators: At the Hidalgo County Courthouse
  - (2) Main lobby west side (cable-electric type-5 floors)
    - Elevator # 1 left
    - Elevator # 2 right
  - (2) Are located on the northeast side and are (hydro-electric types-3 floors)
    - Elevator # 3 left
    - Elevator # 4 right

- **Hidalgo County Clerk Warehouse**
  317 N. Closner
  Edinburg, Texas 78539

  1 Elevator
  - (1) elevator at the County Clerks Warehouse (hydro-electric type-2 floors)

- **Delta Building Warehouse**
  3100 S. Business Hwy 281
  Edinburg, Texas 78539

  1 Elevator
  - (2) Store freight elevator (2 floors)
    - Elevator # 1 North, Two story Freight Elevator, No Passengers
    - Elevator # 2 South, Two story Freight Elevator, No Passengers

The following Elevators will be undergoing modernization at these locations; these elevators will be under warranty for one year after completion of modernization. At the request Hidalgo County these elevators will be incorporate in this contract.

- **Hidalgo County Administration Building**
  100 E. Cano
  Edinburg, Texas 78539

  4 Elevators: At the Hidalgo County Old Administration Building
  - (2) Main lobby/Atrium (hydro-electric- 5 floors)
    - Elevator # 1 left
    - Elevator # 2 right
  - (1) County Judge Office on the North Side Atrium-(small hydro-electric-2 floors)
    - Elevator # 3
  - (1) Elevator on the South Side, across the hall from County Judges Office (small, hydro-electric- 2 floors).
    - Elevator # 4

EXHIBIT "A"
HIDALGO COUNTY
"MAINTENANCE & REPAIRS for ELEVATORS
located in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

POC: Mr. Richard Sunday, Facilities Management
Office 956-289-7858 x4358, Cell 956-457-6116

REQUIREMENTS:

1. During the term of this contract, and upon expiration of any free service agreements (warranties) for elevators identified and detailed herein, the vendor will provide a price on the Bid Page contained in this Procurement Packet for set this project.

2. Hidalgo County reserves the right not to pay any monthly fees on any of the elevators while the modernization is being conducted.

3. Hidalgo County will only pay for elevator repairs and maintenance services which are being serviced during the term of the contract.

EQUIPMENT: The following is a list of equipment to be serviced.

(A) **HYDRAULIC ELEVATORS:** Power Unit, pump motor and controller, valves, including relief valve, pilot, lowering, leveling and check valve, or any parts thereof, "V" belts, strainers, springs and gaskets, control relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cables and components for the entire operating circuit, plunger, guide bearings, packing and packing gland, guide rails and guide shoes.

- **REPLACEMENT PARTS:**
  Vendor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph (A) Hydraulic Elevators as follows:

  (a) Worn, broken or inoperable parts or components shall be repaired or replaced with new parts, components or devices.

  (b) Parts shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent.

Vendor shall provide all lubricants which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Vendor shall make repairs, adjustments, or elevators at all times, and perform those services which may be required before the next scheduled inspection.

(B) **ELECTRIC ELEVATORS:** Machine, motor, generator and controller parts including work gears, thrusts, bearings, brake magnet coils or brake motors, brake magnet coils or brake coils contacts, resistance for operating and motor circuits, magnet frames and other moving parts, shall be inspected, adjusted, or repaired and maintained in proper operating condition.

1. Vendor shall replace all wire ropes, equalize tension all hoisting roses, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Vendor shall replace shoe gibs or guide rollers if necessary to insure smooth and quiet operation and where roller guides are used, to keep guide rails properly lubricated. Vendor shall also make periodic examination of all safety devices and governors and make customary annual safety tests.

2. Vendor shall conduct an inspection of all elevators covered by this contract within ten (10) days after Notice of Award to insure safe operation. Elevators found to be unsafe shall be reported immediately, in writing, to the Attention of Hidalgo County Facilities Management Director Mr. Richard Sunday, stating the nature of the unsafe condition and recommended corrective action necessary.

EXCLUDED ITEMS:

Vendor shall not be held responsible for refinishing, repairing, or replacement of car enclosures, car doors, hoist way enclosures, hoist way door panels, frames and sills, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator

controls, or parts damages through abuse, misuse, or negligence by county employees or others using elevators as a public conveyance and vandalism.

MAINTENANCE PROCEDURES AND RECORDS:

Vendor shall employ a systematic schedule of inspection and service based on calendar periods, operating hours, manufacturer's recommendations, and/or good commercial practice. A minimum of one (1) inspection per month for each elevator shall be made for all elevators.

(a) A record of each inspection, repair, or service shall be maintained showing as a minimum, date of service, technician's name, detail of service performed, equipment repaired or serviced, and signature of the Director, Hidalgo County Facilities Management, or his/her representative. Vendor shall submit the original service records to the Director, Hidalgo County Facilities Management, at the end of each month. Clearly written maintenance logs for each unit serviced shall be kept in the appropriate machine rooms, and dated monthly as per inspection. Perform annual or five (5) year no-load safety test as required by American National Standards Industry using ANSI/ASME-A17.1.1987 Code and Section 1002 & 1004.

(b) Safety tests must be completed at least one month prior to, but not more than two months, prior to expiration date.

SERVICE CALLS:

Vendor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day basis, everyday, including weekends and holidays.

(b) Vendor shall provide a current list of individuals responsible for providing service to Director, Hidalgo County Facilities Management. List will include name, telephone number, and date when list was issued. The list will be updated as required. Automatic telephone answering or recording device numbers are not acceptable.

(c) In addition to the name and number of technician provided, one additional telephone number of someone within the company management structure shall also be given. This additional number is not be used unless there has been no response to service calls within two (2) hours.

(d) Service calls may only be made by those individuals identified in writing, a copy of such listing to be provided to the Vendor within ten (10) days by the Director, Hidalgo County Facilities Management.

(e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individual's phone number must be included in the list submitted above in the event of emergencies.

EMERGENCY CALLS:

Emergency calls shall be limited to situations in which people are trapped in a non-working elevator or which involve safety hazards to human life and/or damage to property. Such situations, as determined by the Director, Hidalgo County Facilities Management or a designated representative, shall require immediate response. Routine repairs and maintenance calls shall not be classified as an emergency. Emergency calls shall be handled as follows:

(a) Director, Hidalgo County Facilities Management, or his/her representative shall call the Vendor as an emergency as defined above. Vendor shall respond on a twenty-four (24) hour-a-day basis, (7) days a week.

(b) Vendor shall provide immediate response and have a technician on-site without delay.

(c) In the event Vendor fails to respond in an appropriate or timely manner, the Director, Hidalgo County Facilities Management, shall be free to take whatever action is necessary to protect life or property. Any costs or damage associated with such action shall be the responsibility of the Vendor at the Vendor's expense.

(d) At the request of the Director, Hidalgo County Facilities Management, Vendor shall provide appropriate emergency training to Hidalgo County employees.

ACCESS TO BUILDING:

Vendor and designated representative of Hidalgo County Facilities Management, Mr. Richard Sunday Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points F of access, and other information necessary to insure optimum convenience to all concerned.

PROTECTION OF PROPERTY AND PREMISES:

Vendor shall use the same care and protection of all equipment and facilities covered by this contract which any reasonable person would apply to his own property. Waste or damage costs as determined by Hidalgo County shall be paid by the Vendor.

MECHANIC QUALIFICATIONS:

Only mechanics trained on one or more of the following types of elevator systems may be used in the performance of this contract:
Hydro-Electric Traction
Cable Traction
Traction Geared
Gear less

Training for all employees must include conventional relay control or solid state controls.

(a) Bidder shall provide with his bid, copies of mechanics' certification or evidence of training, a sworn statement signed by the bidder outlining each school, course, training, and/or experience completed by every mechanic who will perform services under this contract.

(b) Hidalgo County reserves the right to direct the Vendor to remove or replace any employee for just cause.

(c) In addition to other evaluation factors, the qualifications of Vendor employees used in the performance of this contract will be considered.

INSPECTION AND ACCEPTANCE:

The County of Hidalgo is hereby designated to participate in the administration of this contract to insure Vendor's compliance with its technical requirements, including inspection and acceptance of the services for the County at the performance site. Elevator's must be maintained in compliance with State requirements and pass any, and all, State inspections.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Buildings & Grounds Department. When requesting consent from Hidalgo County Building & Grounds the retention of a subcontractor to perform services hereunder, the successful bidder must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor or the successful vendor have obtained the required insurance coverage's and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF VENDOR:

(a) the vendor awarded the contract shall present evidence that vendor possesses all necessary and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage's and policies as required by Hidalgo County Building & Grounds. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.
(b) Interested vendors must have the capabilities to address tow or more repairs (jobs) at one time.

NEW SITES:

The contract will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

TERM & CONDITIONS:

1. Term of contract is for two (2) year period with County's option to renew contract for additional one (1) year term under the same rates and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the 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 reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

7. Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to Exhibit "C" attached.

8. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

9. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

10. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions including but not limited to; renovations/modernizations of the Buildings

11. All costs and expenses associated with the preparation and submission of (bids, proposals And/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

A. Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1). Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2). Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor

reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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

Additional Information:

PRE-BID CONFERENCE WALK THRU

A pre-bid conference walk thru will be held on **TUESDAY MAY 18, 2010 at 9:30 a.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements or walk thru if necessary. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday May 19, 2010 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday May 21, 2010.

EXHIBIT "B"
"MAINTENANCE & REPAIRS for ELEVATORS
LOCATED in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	MAINTENANCE MONTHLY RATE per unit		**SERVICE CALLS**		
	Hydro Traction	**Cable Traction**	**NORMAL HRS 8 AM-5 PM**	**After hours Nights, weekends & Holidays**	**Emergency Calls**
4 Elevators	**Courthouse**			**100 N Closner**	
1 Main Lobby west side (cable-electric type)	$	$	$	$	$
2 Main Lobby east side (cable-electric type)	$	$	$	$	$
3 Northeast side (hydro-electric type)	$	$	$	$	$
4 Northeast side (hydro-electric type)	$	$	$	$	$
1 Elevator	**County Clerk Warehouse**			**317 N. Closner**	
1 Cty Clerks Warehouse (hydro-electric type)	$	$	$	$	$
2 Elevators	**Delta Building Warehouse**			**3100 S. Business Hwy 281**	
1 Elevator left- North 2 story freight elevator-No Passenger (hydro-electric type)	$	$	$	$	$
2 Elevator right-South, 2 story freight elevator-No Passenger (hydro-electric type)	$	$	$	$	$
4 Elevators	**Administration Building**			**100 E CANO**	
1 Main Lobby/Atrium (hydro-electric)	$	$	$	$	$
2 Main Lobby/Atrium (hydro-electric)	$	$	$	$	$
3 County Judge Office North Side (small hydro-electric)	$	$	$	$	$
4 On the South Side (small hydro-electric)	$	$	$	$	$
2 Floors	$	$	$	$	$
3 Floors	$	$	$	$	$
4 Floors	$	$	$	$	$
5 Floors	$	$	$	$	$
TOTAL COST	**$**	**$**	**$**	**$**	**$**

EXHIBIT "B"
"MAINTENANCE & REPAIRS for ELEVATORS
LOCATED in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

*** Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).**

	NAMED TRAINED MECHANICS	NO. OF YEARS	TYPE OF TRAINING/SOURCE
1			
2			
3			
4			
5			

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE No: _____ **FAX No:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

EMAIL: _____

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.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

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

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
		–						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY

"Maintenance & Repair for Elevators Located in County Owned Buildings"

RFB: 2010-126-05-26-MEG

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

EXHIBIT "B"
"MAINTENANCE & REPAIRS for ELEVATORS LOCATED In COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

OPENED 10:11 a.m. 5/24/10 Witnessed

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	MAINTENANCE MONTHLY RATE per unit		SERVICE CALLS		
	Hydro ~~Traction~~	Cable Traction	NORMAL HRS 8 AM-5 PM	After hours Nights, weekends & Holidays	Emergency Calls
4 Elevators	**Courthouse**			**100 N Closner**	
1 Main Lobby west side (cable-electric type)	$	$ 400.00	$ 0.00	$ 0.00	$ 0.00
2 Main Lobby east side (cable-electric type)	$	$ 400.00	$ 0.00	$ 0.00	$ 0.00
3 Northeast side (hydro-electric type)	$ 275.00	$	$ 0.00	$ 0.00	$ 0.00
4 Northeast side (hydro-electric type)	$ 275.00	$	$ 0.00	$ 0.00	$ 0.00
1 Elevator	**County Clerk Warehouse**			**317 N. Closner**	
1 Cty Clerks Warehouse (hydro-electric type)	$ 200.00	$	$ 0.00	$ 0.00	$ 0.00
2 Elevators	**Delta Building Warehouse**			**3100 S. Business Hwy 281**	
1 Elevator left- North 2 story freight elevator-No Passenger (hydro-electric type)	$ 175.00	$	$ 0.00	$ 0.00	$ 0.00
2 Elevator right-South, 2 story freight elevator-No Passenger (hydro-electric type)	$ 175.00	$	$ 0.00	$ 0.00	$ 0.00
4 Elevators	**Administration Building**			**100 E CANO**	
1 Main Lobby/Atrium (hydro-electric)	$ 300.00	$	$ 0.00	$ 0.00	$ 0.00
2 Main Lobby/Atrium (hydro-electric)	$ 300.00	$	$ 0.00	$ 0.00	$ 0.00
3 County Judge Office North Side (small hydro-electric)	$ 200.00	$	$ 0.00	$ 0.00	$ 0.00
4 On the South Side (small hydro-electric)	$ 200.00	$	$ 0.00	$ 0.00	$ 0.00
2 Floors	$	$	$	$	$
3 Floors	$	$	$	$	$
4 Floors	$	$	$	$	$
5 Floors	$	$	$	$	$
TOTAL COST	$ 2,100.00	$ 800.00	$ 0.00	$ 0.00	$ 0.00

EXHIBIT "B"
"MAINTENANCE & REPAIRS for ELEVATORS
LOCATED in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

*** Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).**

	NAMED TRAINED MECHANICS	NO. OF YEARS	TYPE OF TRAINING/SOURCE
1	ROY RANGEL	28 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM
2	MARK CASTRO	15 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM
3	DON PRESCOTT	29 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM
4	DAVID GARZA	10 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM
5	BOBBY SCHUMANN	31 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM

BIDDER/COMPANY NAME: THYSSEN KRUPP ELEVATOR

ADDRESS: 5449 BEAR LANE, SUITE 406

CITY: CORPUS CHRISTI **STATE:** TX **ZIP CODE:** 78405

PHONE No: (800) 234-8984 **FAX No:** (866) 228-5158

AUTHORIZED SIGNATURE: Gregg Laznovsky

PRINTED NAME: GREGG LAZNOVSKY

TITLE: SALES MANAGER **DATE:** 05/21/10

EMAIL: gregory.laznovsky@thyssenkrupp.com

ThyssenKrupp Elevator

May 21st, 2010

Branch Office:

5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405
(361) 299-0033 office
(866) 228-5158 fax

Rio Grande Valley Office

324 W. Ocean Blvd., Suite 207
Los Fresnos, Texas 78566
(956) 233-1136 office
(866) 228-5158 fax

Non-Emergency 24/7 Trouble Call Phone Number: **(800) 364-9023**
Emergency 24/7 Trouble Call Phone Number: **(800) 364-9023**

Dear Sirs,

Here is a list of the personnel we have working for us in your area.

Office Personnel Information – Corpus Christi (C. C.) Branch Office:

Micky Warren	Branch Manager	Cell: (361) 533-2351
Donnye Mayfield	Service Manager	Cell: (361) 438-2501
Kristin Smith	Sales Representative	Cell: (361) 779-3781
Gloria McGrew	Office Manager	
Glenda Cook	Accounting	

Office Personnel Information – Rio Grande Valley (RGV) Office:

Gregg Laznovsky	Sales Manager	Cell: (956) 592-0210

Technical Service and Operations Personnel Information - RGV:

Mark Castro	Service Technician/Mechanic / Upper Valley & Laredo
Roy Rangel	Service Technician/Mechanic / Upper Valley & Laredo
Roger Salinas	Service Technician/Helper / So. Padre Island & Lower Valley, Laredo
Mitch Mayfield	Service Technician/Mechanic / So. Padre Island & Lower Valley
Don Prescott	Service Technician/Mechanic / Upper Valley & Lower Valley
David Garza	Service Technician/Mechanic / Upper & Lower Valley, Laredo
Randy Engle	Service Technician/Mechanic / So. Padre Island & Lower Valley
Dos Myrick	Construction/ Mechanic
Clinton Kaiser	Construction/Mechanic
Jorge Velazquez	Construction/Helper
Floyd Stewart	Construction/Mechanic
Felix Saucedo	Construction/Helper
Mike Nesrsta	Service Repair/Mechanic / Upper & Lower Valley, Laredo, Corpus Christi
Robert Schumann Jr.	Service Repair/Helper/Victoria, Laredo, Corpus Christi, Rio Grande Valley
Steve Maxson	Service Technician/Mechanic & Adjuster

Technical Service and Operations Personnel Information – C. C.:

Robert Schumann	Service Technician/Mechanic & Adjuster
Steve Maxson	Service Technician/Mechanic & Adjuster
Price Tulley	Service Technician/Mechanic
Richard Arispe	Service Repair Mechanic

Technical Service and Operations Personnel Information – Victoria:

Don Debose	Service Technician/Mechanic
Kirby Brandt	Service Technician/Mechanic

Technical Service and Operation Personnel Information – Laredo:

Sal Mendoza	Service Technician/Mechanic/Laredo
Price Tulley	Service Technician/Mechanic / Corpus Christi & Laredo
Richard Arispe	Service Technician/Mechanic / Corpus Christi & Laredo
Roy Rangel	Service Technician/Mechanic / Rio Grande Valley & Laredo

******NOTE:**

During the event of any elevator breakdowns, emergency or non-emergency, it is always recommended that all "Trouble Calls" be reported to the 24/7 ThyssenKrupp Answering Service at (800) 364-9023. By calling our answering service there will always be an electronic report of all callbacks and this will also make sure that the customer will get the quickest response time from our local Route Mechanics/Technicians should your normally assigned Service Technician be on vacation or out sick.

Cell Phone Numbers for Local Route Mechanics:

Roy Rangel	Cell: (956) 491-6195	Route Mechanic
Mark Castro	Cell: (956) 491-6484	Route Mechanic
David Garza	Cell: (361) 774-0736	Route Mechanic
Don Prescott	Cell: (956) 325-6276	Route Mechanic
Bobby Schumann	Cell: (361) 549-5158	Service Adjuster
Donnye Mayfield	Cell: (361) 438-2501	Service Manager

ThyssenKrupp Elevator
Attn: Gregg Laznovsky – Sales Manager
324 W. Ocean Blvd., Suite 207
Los Fresnos, Texas 78566
(956) 233-1136 office
(866) 228-5158 fax
(956) 592-0210 cell
E-mail: gregory.laznovsky@thyssenkrupp.com
Web: www.thyssenkruppelevator.com

EXHIBIT "C"

Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

Date: 01/14/2010

Producer	WILLIS OF ILLINOIS INC 233 S WACKER DRIVE SUITE 2000 CHICAGO IL 60606
Contact	Helen Chen Ph:312-288-7489 Fx:312-621-6865 ltke.certificates@willis.com
Insured	THYSSENKRUPP ELEVATOR CORPORATION 2801 NETWORK DR STE 700 FRISCO TX 75034
Contact	

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	Lexington Insurance Company	19437
INSURER B	Wausau Bus Ins Co/Wausau Underwriters Ins Co	26069/26042
INSURER C	Indemnity Ins Co of NA/ACE American Ins Co	43575/22667
INSURER D		
INSURER E		

Coverages

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

INSR LTR	ADD'L INSRD	Type Of Insurance	Policy Number	Policy Effective	Policy Expiration	Limits	
A		General Liability X Commercial General Claims Made X Occurrence Gen'l Agg Limit Applies Per: ☑ Pol ☐ Proj ☐ Loc	037205277 037205276	10/01/2009	10/01/2011	Each Occurrence Fire Damage Medical Expense Personal & Adv. Injury General Aggregate Products-Comp/Ops Aggr	$2,000,000 $2,000,000 $5,000 $2,000,000 $2,000,000 Included
B		Automobile Liability X Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos	ASKZ91438879019 (AOS) ASJZ91438879039 (PR)	10/01/2009	10/01/2010	Combined Single Limit Bodily Injury (Person) Bodily Injury (Accident) Property Damage	$2,000,000
		Garage Liability Any Auto				Auto Only (Accident) Other Than Auto Only: Each Accident Aggregate	
		Excess Liability Occur Claims Made Deductible Retention $				Each Occurrence Aggregate	
C		Worker's Compensation and Employers' Liability Any Proprietor / Partner / Executive Officer / Member Excluded? If yes, describe under Special Provisions below	WLRC45702911 (AOS) WLRC4570290A (CA)	10/01/2009	10/01/2010	WC Statutory Limits X Other EL Each Accident EL Disease - Policy Limit EL Disease - Ea Employee	 1,000,000 1,000,000 1,000,000
		Other Coverages					

RECEIVED
JAN 21 2010
By 2:54 pm

Description of Operation/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions
RE: ELEVATOR MODERNIZATION JOB# 077FAJ791-94 HIDALGO COUNTY ADMINISTRATION BUILDING - EDINBURG TX

Certificate Holder

COUNTY OF HIDALGO
ATTN: HIDALGO COUNTY PURCHASING DEPARTMENT
2802 S. BUSINESS HWY 281
EDINBURG TX 78539

Cancellation

CKDO-7ZQ2AF-100114161329

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail _30_ days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative: Teresa O. Chambers

Acord Corporation 1988

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	10,000.00	515.45	.00	515.45	.00	100.00
2-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	32,969.75	17,969.75	.00	.00	17,969.75	.00
2-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	15,000.00	15,000.00	.00	.00	15,000.00	.00
1100 GENERAL FUND		**57,969.75**	**33,485.20**	**.00**	**515.45**	**32,969.75**	**1.54**
1200 ROAD AND BRIDGE							
2-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	13,308.05	160,199.03	25,639.63	65,495.92	69,063.48	56.89
2-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	37,207.18	37,207.18	23,871.58	7,363.42	5,972.18	83.95
2-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	75,000.00	80,395.34	7,843.43	49,169.52	23,382.39	70.92
2-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	.00	52,728.69	23,441.53	27,123.30	2,163.86	95.90
1200 ROAD AND BRIDGE		**125,515.23**	**330,530.24**	**80,796.17**	**149,152.16**	**100,581.91**	**69.57**
1280 DESIGNATED PURPOSE GRANTS LVL 0							
2-1280-431-00-121-946-1-673	PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP	.00	383.01	36.21	.00	346.80	9.45
2-1280-431-00-121-947-1-673	PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE	.00	25,290.82	.00	.00	25,290.82	.00
2-1280-431-00-121-948-1-673	PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE	.00	6,389.10	56.73	.00	6,332.37	.89
2-1280-431-00-121-949-1-673	PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES	.00	39,232.32	.00	.00	39,232.32	.00
2-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	.00	27.98	.00	.00	27.98	.00
2-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	.00	1,218.68	631.11	.00	587.57	51.79
2-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	.00	39.66	.00	.00	39.66	.00
2-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	.00	374.33	51.29	.00	323.04	13.70
2-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	.00	11.14	.00	.00	11.14	.00
2-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	.00	415.17	14.73	.00	400.44	3.55
2-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	.00	3,500.17	.00	.00	3,500.17	.00
2-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	.00	5,089.57	5,024.18	.00	65.39	98.72
2-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	.00	440.22	25.10	.00	415.12	5.70
2-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	.00	1,000.44	1,000.44	.00	.00	100.00
2-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	.00	202.51	36.89	.00	165.62	18.22
2-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	.00	99.70	.00	.00	99.70	.00
2-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	.00	125.17	52.40	.00	72.77	41.86
2-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	.00	48.11	.00	.00	48.11	.00
2-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	.00	88.21	.00	.00	88.21	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
2-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	.00	54.82	.00	.00	54.82	.00
2-1280-431-00-121-973-1-673	PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES	.00	9,514.37	.00	.00	9,514.37	.00
2-1280-431-00-121-974-1-673	PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI	.00	2,681.03	.00	.00	2,681.03	.00
2-1280-431-00-121-975-1-673	PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES	.00	3,305.54	9.99	.00	3,295.55	.30
2-1280-431-00-121-976-1-673	PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES	.00	25,546.47	.00	.00	25,546.47	.00
2-1280-431-00-121-977-1-673	PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP	.00	28,295.77	.00	.00	28,295.77	.00
2-1280-431-00-121-978-1-673	PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE	.00	3,028.10	.00	.00	3,028.10	.00
2-1280-431-00-121-979-1-673	PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP	.00	51,344.38	.00	.00	51,344.38	.00
2-1280-431-00-121-980-1-673	PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES	.00	3,139.33	.00	.00	3,139.33	.00
2-1280-431-00-121-981-1-673	PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES	.00	57,843.11	.00	.00	57,843.11	.00
2-1280-431-00-121-982-1-673	PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL	.00	8,234.22	.00	.00	8,234.22	.00
2-1280-431-00-121-983-1-673	PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S	.00	19,382.50	.00	.00	19,382.50	.00
2-1280-431-00-121-984-1-673	PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE	.00	20,954.88	.00	.00	20,954.88	.00
2-1280-431-00-121-985-1-673	PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES	.00	7,597.36	.00	.00	7,597.36	.00
2-1280-431-00-121-986-1-673	PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL	.00	70,641.70	.00	.00	70,641.70	.00
2-1280-431-00-121-987-1-673	PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL	.00	23,307.71	.00	.00	23,307.71	.00
2-1280-431-00-121-988-1-673	PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU	.00	2,762.96	.00	.00	2,762.96	.00
2-1280-431-00-121-989-1-673	PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE	.00	6,257.73	62.88	.00	6,194.85	1.00
2-1280-431-00-121-990-1-673	PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE	.00	5,176.48	.00	.00	5,176.48	.00
2-1280-431-00-121-991-1-673	PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI	.00	19,825.43	.00	.00	19,825.43	.00
2-1280-431-00-121-992-1-673	PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES	.00	10,805.17	.00	.00	10,805.17	.00
2-1280-431-00-121-993-1-673	PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP	.00	4,998.57	.00	.00	4,998.57	.00
2-1280-431-00-121-994-1-673	PCT1-46-0642-MILE 19N-R&B SUPPLIES	.00	650.71	29.43	.00	621.28	4.52
2-1280-431-00-121-995-1-673	PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES	.00	34,554.36	.00	.00	34,554.36	.00
2-1280-431-00-121-996-1-673	PCT1-46-0667-JUAREZ ST-R&B SUPPLIES	.00	4,734.06	.00	.00	4,734.06	.00
2-1280-431-00-121-997-1-673	PCT1-46-0668-MILE 17 N-R&B SUPPLIES	.00	4,998.96	.00	.00	4,998.96	.00
2-1280-431-00-121-998-1-673	PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES	.00	2,523.89	53.22	.00	2,470.67	2.11
2-1280-431-00-121-999-1-673	PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI	.00	1,243.43	520.20	.00	723.23	41.84
2-1280-431-00-122-983-1-673	PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP	.00	8,446.69	.00	.00	8,446.69	.00
2-1280-431-00-122-984-1-673	PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP	.00	2,709.13	.00	.00	2,709.13	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
2-1280-431-00-122-985-1-673	PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE	.00	2,040.10	.00	.00	2,040.10	.00
2-1280-431-00-122-986-1-673	PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES	.00	2,815.19	.00	.00	2,815.19	.00
2-1280-431-00-122-987-1-673	PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP	.00	3,167.17	.00	.00	3,167.17	.00
2-1280-431-00-122-988-1-673	PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE	.00	2,168.81	.00	.00	2,168.81	.00
2-1280-431-00-123-952-0-673	PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES	.00	5,301.00	.00	.00	5,301.00	.00
2-1280-431-00-123-953-0-673	PCT3-37-0592-PALM DR-R&B R&M SUPLLIES	.00	3,210.05	.00	.00	3,210.05	.00
2-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	.00	6,455.05	.00	.00	6,455.05	.00
2-1280-431-00-123-955-0-673	PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP	.00	3,197.95	.00	.00	3,197.95	.00
2-1280-431-00-123-956-0-673	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI	.00	93.47	.00	.00	93.47	.00
2-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	.00	3,040.38	.00	.00	3,040.38	.00
2-1280-431-00-123-958-0-673	PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE	.00	4,483.01	.00	.00	4,483.01	.00
2-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	.00	6,253.31	.00	.00	6,253.31	.00
2-1280-431-00-123-960-0-673	PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES	.00	791.88	.00	.00	791.88	.00
2-1280-431-00-123-961-0-673	PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE	.00	.15	.00	.00	.15	.00
2-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	.00	3,714.35	.00	.00	3,714.35	.00
2-1280-431-00-123-964-0-673	PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES	.00	550.49	.00	.00	550.49	.00
2-1280-431-00-123-966-0-673	PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES	.00	2,648.93	.00	.00	2,648.93	.00
2-1280-431-00-123-967-0-673	PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES	.00	467.55	.00	.00	467.55	.00
2-1280-431-00-123-968-0-673	PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES	.00	3,170.46	.00	.00	3,170.46	.00
2-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	.00	5,907.15	.00	.00	5,907.15	.00
2-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	.00	924.21	.00	.00	924.21	.00
2-1280-431-00-123-972-0-673	PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP	.00	4,035.48	.00	.00	4,035.48	.00
2-1280-431-00-123-973-0-673	PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP	.00	3,114.03	.00	.00	3,114.03	.00
2-1280-431-00-123-974-0-673	PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES	.00	7,924.34	.00	.00	7,924.34	.00
2-1280-431-00-123-975-0-673	PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES	.00	11,878.44	.00	.00	11,878.44	.00
2-1280-431-00-123-976-0-673	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP	.00	570.80	.00	.00	570.80	.00
2-1280-431-00-123-977-0-673	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP	.00	726.03	.00	.00	726.03	.00
2-1280-431-00-123-978-0-673	PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES	.00	1,309.21	.00	.00	1,309.21	.00
2-1280-431-00-123-980-0-673	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU	.00	1,450.77	.00	.00	1,450.77	.00
2-1280-431-00-123-982-0-673	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU	.00	1,858.56	.00	.00	1,858.56	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
2-1280-431-00-124-981-1-673	PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES	.00	6,154.46	.00	.00	6,154.46	.00
2-1280-431-00-124-982-1-673	PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES	.00	7,118.66	.00	.00	7,118.66	.00
2-1280-431-00-124-983-1-673	PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI	.00	1,637.83	.00	.00	1,637.83	.00
2-1280-431-00-124-984-1-673	PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI	.00	12,677.54	.00	.00	12,677.54	.00
2-1280-431-00-124-985-1-673	PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES	.00	1,637.83	.00	.00	1,637.83	.00
2-1280-431-00-124-986-1-673	PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE	.00	23,764.24	.00	.00	23,764.24	.00
2-1280-431-00-124-987-1-673	PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES	.00	5,116.65	.00	.00	5,116.65	.00
2-1280-431-00-124-988-1-673	PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES	.00	4,043.66	.00	.00	4,043.66	.00
2-1280-431-00-124-989-1-673	PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP	.00	6,574.55	.00	.00	6,574.55	.00
1280 DESIGNATED PURPOSE GRANTS LVL 0		**.00**	**690,528.91**	**7,604.80**	**.00**	**682,924.11**	**1.10**
2 YEAR 2		**183,484.98**	**1,054,544.35**	**88,400.97**	**149,667.61**	**816,475.77**	**22.58**

AI-32531 **10. E.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11324104- $63,750.00 for "La Homa ROW"- C-11-312-02-07
2. Invoice No. 11324116- $15,133.91 for "Mile 2 North (From Moorefield Rd to La Homa Rd)"- C-11-195-06-28
3. Invoice No. 11324117- $75,795.20 for "Mile 2 North (Inspiration to Moorefield)
4. Invoice No. 11324123- $14,820.00 for "FM 681 From FM 2221 to SH 107"-C-09-192-06-08;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-045-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11324104: Available funds in P.O. #671613 as of 6/1/12 are $787,650.00.

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-094-0-731

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

BUDGETARY IMPACT:

For Invoice No. 11324116: Available funds in P.O. #663265 as of 6/1/12 are $248,537.64.

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-099-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11324117: Available funds in P.O. #672761 as of 6/1/12 are $174,310.81.

FISCAL YEAR: 2012 ACCT. #: 2-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11324123: Available funds in P.O. #625224 as of 6/1/12 are $119,546.48.

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Letty Saenz	05/31/2012 05:17 PM
Budget & Management	Ivan Cantu	06/01/2012 07:48 AM
Perla Lopez	Perla Lopez	06/01/2012 03:31 PM
Auditor's Office	Arcilia Duran	06/01/2012 03:38 PM

Form Started By: Rocio Villarreal Started On: 05/23/2012 04:29 PM

Final Approval Date: 06/01/2012

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324123
INVOICE DATE: 04/30/12

SIGN: Ramiro Flores
REQ# 156841
PO# 625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering servcies for the month of April 2012.						
13002-ROW Map	6,200.00	6,200.00		6,200.00	100.0	
13020-ROW Map/Sub	158,100.00	158,100.00		158,100.00	100.0	
15001-Surv,Plans&Des	677.32	643.45		643.45	95.0	33.87
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	358,601.60		358,601.60	98.0	7,318.40
16102-Hydraulic Dsgn	40,000.00	39,200.00		39,200.00	98.0	800.00
16104-Outfall Dsgn	40,000.00	39,200.00		39,200.00	98.0	800.00
16201-Signing	20,000.00	19,600.00		19,600.00	98.0	400.00
16202-Pvmt Marking	16,000.00	15,680.00		15,680.00	98.0	320.00
16230- Signal/Illum	90,000.00	85,500.00		85,500.00	95.0	4,500.00
16302-Traf Cntrl Pln	30,000.00	29,400.00		29,400.00	98.0	600.00
16304-Irrigation	30,000.00	29,400.00		29,400.00	98.0	600.00
16306-Qty Specs	30,000.00	29,400.00		29,400.00	98.0	600.00
16307-Utilities	30,000.00	30,000.00		30,000.00	100.0	
32001-Const. Mgnmt	22,075.47				0.0	22,075.47
60000-Row Acq. Admin	272,852.83	272,852.83		272,852.83	100.0	
60100-Title Services	31,800.00	31,800.00		31,800.00	100.0	
60200-Appraisal Srv	37,100.00	37,100.00		37,100.00	100.0	
60220-Appr Svc/Sub	106,000.00	106,000.00		106,000.00	100.0	
60300-Appraisal Rvw	22,525.00	22,525.00		22,525.00	100.0	
60301-Apprais Update	9,500.00				0.0	9,500.00
60330-Appr Rev/Sub	19,875.00	19,875.00		19,875.00	100.0	
60400-Parcel Negtion	185,500.00	122,500.00	13,300.00	135,800.00	73.2	49,700.00
60500-Clsng Srvs Fee	10,600.00	2,760.00	1,520.00	4,280.00	40.4	6,320.00
60600-Relocation Srv	12,000.00				0.0	12,000.00
60700-Land	38,716.98	38,716.98		38,716.98	100.0	
TOTALS:	1,740,612.60	1,606,937.46	14,820.00	1,621,757.46	93.2	118,855.14
16002-Rdwy Dsg-2 Set	34,566.98	33,875.64		33,875.64	98.0	691.34
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-38,716.98	-38,716.98		-38,716.98	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324123
INVOICE DATE: 04/30/12
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	1,740,612.60	1,606,246.12	14,820.00	1,621,066.12	93.2	119,546.48

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	1,621,066.12
LESS PREVIOUS INVOICES	$	1,606,246.12
CURRENT PAYMENT DUE	$	14,820.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 5/2/12
GOODS/SERVICES RECEIVED BY
_____ ON 4/30/12
2- 1315-431-00-123-070-0-941

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324104
INVOICE DATE: 04/30/12

SIGN: Ramon Flores
REQ# 211011
PO# 671613

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2012.						
32001-Const Mgmt	108,000.00				0.0	108,000.00
60000-Row Acq. Admin	329,000.00	131,600.00	49,350.00	180,950.00	55.0	148,050.00
60100-Title Services	42,000.00		14,400.00	14,400.00	34.3	27,600.00
60200-Appraisal Srv	49,000.00				0.0	49,000.00
60220-Appraisal Srv	140,000.00				0.0	140,000.00
60300-Appraisal Rvw	24,500.00				0.0	24,500.00
60330-Appraisal Rev	31,500.00				0.0	31,500.00
60400-Parcel Negtion	245,000.00				0.0	245,000.00
60500-Clsng Srvs Fee	14,000.00				0.0	14,000.00
TOTALS:	983,000.00	131,600.00	63,750.00	195,350.00	19.9	787,650.00

ORIGINAL CONTRACT SUM	$	983,000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	983,000.00
TOTAL COMPLETED TO DATE	$	195,350.00
LESS PREVIOUS INVOICES	$	131,600.00
CURRENT PAYMENT DUE	$	63,750.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
DA ON 5/2/12
GOODS/SERVICES RECEIVED BY
Ramon Flores ON 4/30/12

2-1342-431-00-123-045-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324117
INVOICE DATE: 04/30/12

SIGN: [signature]
REQ# 2123 3/2
PO# 672761

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 120102
Mile 2 N. WA#2
Inspiration to Moorefield Rd
PO#672761

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2012.						
13002-ROW Mapping	27,500.00	11,000.00	8,250.00	19,250.00	70.0	8,250.00
13003-Utility Adjust	57,700.00	23,080.00	17,310.00	40,390.00	70.0	17,310.00
13020-ROW Map/Sub	18,000.00				0.0	18,000.00
15001-Rdwy Dsgn Srvy	6,700.00	2,680.00	2,010.00	4,690.00	70.0	2,010.00
15005-Outfall Survey	15,000.00	6,000.00	4,500.00	10,500.00	70.0	4,500.00
15010-Rdwy Dsgn/Sub	9,700.00				0.0	9,700.00
16001-Rdwy Dsg-PS&E	40,000.00	16,000.00	12,000.00	28,000.00	70.0	12,000.00
16102-Hydro Design	24,467.42	9,786.97	7,340.22	17,127.19	70.0	7,340.23
16201-Signing	17,645.01	5,293.50	6,175.76	11,469.26	65.0	6,175.75
16202-Pavement Mrkng	14,344.06	4,303.22	5,020.42	9,323.64	65.0	5,020.42
16205-Signal Design	16,487.45	4,946.24		4,946.24	30.0	11,541.21
16304-Irrig Design	25,000.00	8,750.00	8,750.00	17,500.00	70.0	7,500.00
60000-Row Acq. Admin	29,592.00	7,398.00	4,438.80	11,836.80	40.0	17,755.20
60100-Title Services	3,600.00				0.0	3,600.00
60200-Appraisal Srv	4,200.00				0.0	4,200.00
60220-Appraisal/Sub	12,000.00				0.0	12,000.00
60300-Appraisal Rvw	2,100.00				0.0	2,100.00
60302 Aprasal Update	408.00				0.0	408.00
60330-Appr. Rev/Sub	2,700.00				0.0	2,700.00
60400-Parcel Negtion	21,000.00				0.0	21,000.00
60500-Clsng Srvs Fee	1,200.00				0.0	1,200.00
TOTALS:	349,343.94	99,237.93	75,795.20	175,033.13	50.1	174,310.81

INVOICE RECEIVED BY
NBV ON 5/2/12
GOODS/SERVICES RECEIVED BY
[signature] ON 4/30/12
2-7342-431-00-123-099-0.841

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	349,343.94
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	349,343.94
TOTAL COMPLETED TO DATE	$	175,033.13
LESS PREVIOUS INVOICES	$	99,237.93
CURRENT PAYMENT DUE	$	75,795.20

MM

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324116
INVOICE DATE: 04/30/12

SIGN:
REQ# 200883
PO# 643265

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 110501
Mile 2 WA#1
Moorfield Rd West to SH364

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2012.						
13002-ROW Mapping	14,200.00	11,360.00		11,360.00	80.0	2,840.00
13003-Utility Adjust	45,878.34	34,408.76	2,293.91	36,702.67	80.0	9,175.67
13020-ROW Map/Sub	27,000.00	21,600.00		21,600.00	80.0	5,400.00
15001-Rdwy Dsgn Srvy	21,600.00	16,200.00	3,240.00	19,440.00	90.0	2,160.00
15005-Outfall Survey	15,000.00	10,500.00	3,000.00	13,500.00	90.0	1,500.00
15010-Field Srvy/Sub	15,300.00	10,710.00		10,710.00	70.0	4,590.00
16001-Rdwy Dsg-PS&E	73,500.00	51,450.00		51,450.00	70.0	22,050.00
16101-Hydro Map	30,000.00	24,000.00		24,000.00	80.0	6,000.00
16201-Signing	11,329.30	8,496.98		8,496.98	75.0	2,832.32
16202-Pavement Mrkng	6,323.80	5,059.04		5,059.04	80.0	1,264.76
16250-Signal Dsg/Sub	12,974.89				0.0	12,974.89
16304-Irrig Design	15,000.00	9,750.00	750.00	10,500.00	70.0	4,500.00
32002-Const Mgmt	72,000.00				0.0	72,000.00
60000-Row Acq. Admin	58,500.00	23,400.00	5,850.00	29,250.00	50.0	29,250.00
60100-Title Services	5,400.00				0.0	5,400.00
60200-Appraisal Srv	6,300.00				0.0	6,300.00
60220-Appraisal/Sub	18,000.00				0.0	18,000.00
60300-Appraisal Rvw	3,825.00				0.0	3,825.00
60330-Appr. Rev/Sub	3,375.00				0.0	3,375.00
60400-Parcel Negtion	32,400.00				0.0	32,400.00
60500-Clsng Srvs Fee	2,700.00				0.0	2,700.00
TOTALS:	490,606.33	226,934.78	15,133.91	242,068.69	49.3	248,537.64

INVOICE RECEIVED BY
NBV ON 5/2/12
GOODS/SERVICES RECEIVED BY
Comm. Flores ON 4/30/12
2-1342-431-00-123-094-0131

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	490,606.33
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	490,606.33
TOTAL COMPLETED TO DATE	$	242,068.69
LESS PREVIOUS INVOICES	$	226,934.78
CURRENT PAYMENT DUE	$	15,133.91

AI-32528 **10. F.**

CC CONSENT

Meeting Date: 06/05/2012

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Tax Office-San Juan and Edinburg:
Requesting authority to enter into a 12-month renewal fax service agreement and authority to execute required agreements for the following with Copy Graphics, Inc.;

Requisition	Department	Model	Serial	Yearly	Effective	Account
216471	Tax Office-San Juan	Canon LC-2050P	UZX78351	$195.00	6/3/2012	2-1100-415-15-140-001-0-432
216478	Tax Office-Edinburg	Canon LC-2050P	UZX78354	$195.00	6/3/2012	2-1100-415-15-140-001-0-432

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-15-140-001-0-432

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

BUDGETARY IMPACT:

For Tax Office - San Juan: Available funds in Requisition #00216471 as of 6/1/12 are $195.00.

For Tax Office - Edinburg: Available funds in Requisition #00216478 as of 6/1/12 are $195.00.

Attachments

Requisitions
Corrected Agmt - Edinburg
Corrected Agmt - San Juan
legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	05/23/2012 04:43 PM
Martha Salazar	Erika Zamora	05/24/2012 09:27 AM
Purchasing Department	Letty Saenz	05/31/2012 05:17 PM
Budget & Management	Ivan Cantu	06/01/2012 07:47 AM
Perla Lopez	Perla Lopez	06/01/2012 03:59 PM
Budget & Management	Ivan Cantu	06/01/2012 04:07 PM
Auditor's Office	Monica Badillo	06/01/2012 05:01 PM

Form Started By: Matilde Faz Started On: 05/23/2012 04:10 PM

Final Approval Date: 06/01/2012

Requisition

Req # 00216471

PO #

Date: 05/21/12

Consent
32528
6/5/12

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

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

Contact: SAN JUAN OFF
956-289-7472

Contract No:

Special Instructions:
C-98

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM FAX SERVICE CONTRACT AGREEMENT RENEWAL FOR FAX MACHINE SERIAL UZX78351 LOCATED AT THE SAN JUAN OFFICE 509 E EARLING RD MODEL: CANON LC-2050P EFFECTIVE DATE: JUNE 3, 2012 THRU JUNE 2, 2013	195.00	195.00
		Account No	Encumbrance	
		2-1100-415-15-140-001-0-432	195.00	
			Freight	.00
			Total	195.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00216478

PO #

Date: 05/21/12

Consent
32328
6/5/12

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

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

Contact: ASSESSING DEPT
956-289-7472

Contract No:

Special Instructions:
A-4

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM SERVICE CONTRACT AGREEMENT RENEWAL FOR THE FAX MACHINE LOCATED AT THE ASSESSING DEPT AT 2804 S BUS HWY 281 IN EDINBURG SERIAL: UZX78354 MODEL: CANON LC-2050P EFFECTIVE DATE: JUNE 3, 2012 THRU JUNE 2, 2013	195.00	195.00
		Account No	Encumbrance	
		2-1100-415-15-140-001-0-432	195.00	
			Freight	.00
			Total	195.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

copy graphics

Fax Transmission

221 North 10th Street McAllen, TX 78501
Phone: 956-631-0205 Fax: 956-630-2628

Company:

To: Hidalgo Co Tax Office-San Juan Fax: (956) ~~318-2733~~ 292-7612

From: Copy Graphics Date: May 18, 2012

Re: Pages: 3 including fax cover

CC: Yvette

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

Notes:

Here are the two new agreements for your fax machines, the expiration of the contracts is comming up. Please sign and return as soon as possible thank you for your time. If any changes needs to be made or any information might be incorrect please give me a call to (956) 631-0205 and I will take care of that and make all the changes needed. Again thank you.

All changes Added
Sent on May 30, 2012

If you do not receive all pages, please call us at 956-631-0205. Contents of this fax are confidential. If you received this transmission in error, please notify sender by phone or email at info@copyg.com.

ORIGINAL

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office - Edinburg Cust# 1370

Physical Address 2802 S Business Hwy 281 Billing Address PO Box 178

City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78540

Phone/Fax 956-283-1645 / _____ Phone/Fax 956-289-7472 / 956-318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P Serial: UZX78354

Options: _____ Serial: _____

Rate: $ 195.00 per year.

Effective dates of agreement from 06/03/2012 to 06/02/2013.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are pai d in full.**

SIGN HERE _____

Authorized Signature Title

Print Name

Noaris Hernandez May 18, 2012

Copy Graphics, Inc. Representative Date

FAX PLAN TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: The term of this agreement shall be a period of one year commencing on 06/03/2012 and ending on 06/02/2013 unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Fax service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) consumable items such as chemicals and supplies, including but not limited to, ink, toner, toner cartridges, developers, ribbons, drums, maintenance kits, certain fuser and heater rollers, lamps and verification stamps; m) connected products such as computer, printer, software or network-related failures, programming, or training; n)license and/or installation fees for any renewal or upgrade of any and all software installed on unit; 0) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

copy graphics

Fax Transmission

221 North 10th Street McAllen, TX 78501
Phone: 956-631-0205 Fax: 956-630-2628

Company:

To: Hidalgo Co Tax Office-San Juan Fax: (956) ~~318-2733~~ 292-7612

From: Copy Graphics Date: May 18, 2012

Re: Pages: 3 including fax cover

CC: Yvette

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

Notes:

Here are the two new agreements for your fax machines, the expiration of the contracts is comming up. Please sign and return as soon as possible thank you for your time. If any changes needs to be made or any information might be incorrect please give me a call to (956) 631-0205 and I will take care of that and make all the changes needed. Again thank you.

All changes Added
Sent on May 30, 2012

If you do not receive all pages, please call us at 956-631-0205. Contents of this fax are confidential. If you received this transmission in error, please notify sender by phone or email at info@copyg.com.

ORIGINAL

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office - San Juan Cust# 1370

Physical Address 509 E Earling Rd Billing Address PO Box 178

City/State/Zip San Juan, TX 78589 City/State/Zip Edinburg, TX 78540

Phone/Fax 956-283-1645 / _____ Phone/Fax 956-289-7472 / 956-318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P Serial: UZX78351

Options: _____ Serial: _____

Rate: $ 195.00 per year.

Effective dates of agreement from 06/03/2012 to 06/02/2013.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are pai d in full.**

SIGN HERE _____

Authorized Signature Title

_____

Print Name

Mario Hernandez May 18, 2012

Copy Graphics, Inc. Representative Date

FAX PLAN TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: The term of this agreement shall be a period of one year commencing on 06/03/2012 and ending on 06/02/2013 unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Fax service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) consumable items such as chemicals and supplies, including but not limited to, ink, toner, toner cartridges, developers, ribbons, drums, maintenance kits, certain fuser and heater rollers, lamps and verification stamps; m) connected products such as computer, printer, software or network-related failures, programming, or training; n)license and/or installation fees for any renewal or upgrade of any and all software installed on unit; 0) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

Perla Lopez

From: Yvette Islas [yvette.islas@co.hidalgo.tx.us]
Sent: Friday, June 01, 2012 4:43 PM
To: perla.lopez@co.hidalgo.tx.us
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Importance: High

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, June 01, 2012 4:38 PM
To: 'Yvette Islas'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

Yvette:
Good Job.....This is for you though.

Have a good weekend.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 01, 2012 4:32 PM
To: 'Evangelina Garcia'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

What a way to end the week. Good for you.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, June 01, 2012 4:14 PM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 01, 2012 3:42 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

Mr. Crain:
Please review, correct and comment as to form.
Marty

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Friday, June 01, 2012 3:39 PM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Please ask Mr. Crain to see attached corrected agreements.

yvette

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 01, 2012 8:40 AM
To: 'Yvette Islas'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 31, 2012 7:36 AM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

There is a typo in the term paragraph. The year should read 2012 not 212.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 30, 2012 5:09 PM
To: 'Steve Crain'
Cc: 'Yvette Islas'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

Mr. Crain:
Please review and comment as to form. Your recommended changes are done.
Marty

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Wednesday, May 30, 2012 3:23 PM
To: 'Martha Salazar'; 'Darlene Betancourt'; 'Matilde Faz'
Cc: 'Tanya.Delira'; liza.lopez@co.hidalgo.tx.us
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Marty,
The changes requested by Mr. Crain have been made, please forward to him so he can review/approve.
Thank you,
Yvette

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 11:42 AM
To: 'Darlene Betancourt'; 'Matilde Faz'; 'Yvette Islas'
Cc: 'Tanya.Delira'; liza.lopez@co.hidalgo.tx.us
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Yvette:
Please follow legal counsel's recommended changes and either make them here or ask vendor to do so. Get contact information from Maty.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 24, 2012 7:44 AM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The term on the reverse side must be deleted and the following inserted in lieu ot the deleted paragraph: The term of this agreement shall be a period of one year commencing on---------- and ending on----------unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice

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From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 5:08 PM
To: 'Steve Crain'
Cc: 'Matilde Faz'; 'Darlene Betancourt'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 4:03 PM
To: 'Martha Salazar'; 'Darlene Betancourt'
Subject: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Marty, Ms. Darlene
Can this be email to Legal for review? I will be placing this for the next Commissioner's Court of 6/5/2012
Thanks!

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II
Purchasing Department
2802 South Highway 281

Edinburg, Texas 78539
☎ (956) 318-2626 ext. 4854
(956) 318-2629
matilde.faz@co.hidalgo.tx.us

"Life is not about waiting for the storms to pass…it 's about learning how to dance in the rain! "

Always remember to forget the troubles that pass your way: but **never** *forget the blessings that come each day.*

I wish you the very best of the New Year and hope that 2012 brings you health and prosperity in the coming year.