

DRAFT

December 10, 2012

Re: **HIDALGO COUNTY**
Request for Bids – **“PIPES-(Reinforced Concrete Tongue & Groove, Rubber Gasket
Joint Concrete Pipes, Inlets & Manholes)”**
Bid No: 2012-187-01-09-YZV

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/yzv

Enclosures

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

“PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes, Inlets & Manholes)”

Bid No: 2012-187-01-09-YZV

1. Request For Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit “A” Specifications consisting of 16 pages.
4. Exhibit “B” Bid Page consisting of 6 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. Draft Requirements Agreement consisting of 6 pages.
9. Certification Regarding Debarment consisting of 1 page.

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

December 10, 2012
Date

Bid No: 2012-187-01-09

Buyer: Yolanda Velasquez

Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

Hidalgo County—“PIPES-(PIPES-Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes Inlets, & Manholes”

BID OPENING DATE:

January 09, 2013

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 – “PIPES-Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes Inlets, & Manholes”** 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 Five (5) 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-2012-187-01-09-YZV - Hidalgo County – “PIPES-Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes Inlets, & Manholes”** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 09, 2013. 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-2012-187-01-09-YZV- Hidalgo County–“PIPES-Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes Inlets, & Manholes”**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:
 - Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **Hidalgo County—"PIPES-Reinforced Concrete Tongue**

and Groove, Rubber Gasket Joint Concrete Pipes Inlets, & Manholes 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:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar
Hidalgo County Precinct #2
300 West Hall Acres Rd., Suite G
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM

January 09, 2013

Award of Contract

_____, 2013

Commence Work or Deliver Products

_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to

Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid

HIDALGO COUNTY
“PIPES-Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete
Pipes Inlets, & Manholes”
BID NO.: 2012-187-01-09-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

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

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. 2012-187-00-00-YZV

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, "PIPES- (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)".

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

- I. LOCATIONS – Departments requiring pipes.

- II. DELIVERY INSTRUCTIONS
Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

- III. BID AWARD
 1. Initial term of contract will be for a one (1) year period to commence January 01, 2013 through December 31, 2013 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.
 2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
 3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:
 - Category A: Pipes
 - Category B: Inlets
 - Category C: Manholes
 - Category D: Miscellaneous
 4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.
 5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. 2012-187-00-00-YZV

and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.
7. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
8. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered or (c) terminated by the County with thirty day's written notice prior to cancellation.
9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.
10. **Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. 2012-187-00-00-YZV

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yolanda Velasquez. Hidalgo County is also requesting that

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. [2012-187-00-00-YZV](#)

any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539.
TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yolanda.velasquez@co.hidalgo.tx.us no later than, Wednesday, [Month 00, 2012](#) at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, [Month 00, 2012](#).

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. 2012-187-00-00-YZV

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. 2012-187-00-00-YZV

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. **2012-187-00-00-YZV**

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25					4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25					7,100
48	5.75					8,280
54	6.25					9,800
60	6.75					12,184
72	7.75					15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25		DOUBLE		3"x6"-W2.0/W2.0	4,020
36	4.75					5,520
42	5.25					7,100
48	5.75					8,280
54	6.25	5,000	2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800	
60	6.75				12,184	
72	7.75				15,900	

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. 2012-187-00-00-YZV

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
			(in)	(in)	(PSI)	
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25			3"x6"-W2.5/W2.5		1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5		2,840
30	4.25			3"x6"-W4.5/W2.5		4,020
36	4.75			2"x6"-W4.5/W2.5		5,520
42	5.25			2"x8"-W6.0/W2.5		7,100
48	5.75			2"x8"-W8.0/W3.5		8,280
54	6.25			2"x8"-W10.0/W4.0		9,800
60	6.75			2"x8"-W11.5/W4.5		12,184
72	7.75			2"x6"-W8.5/W6.5		15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

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RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of $2-1/2 \pm 1$ percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:

The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. **2012-187-00-00-YZV**

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 - ¼	45	2,100
24	2 - ½	40	2,200
30	2 - ¾	35	2,500
36	3	30	4,050
42	4 - ½	30	4,725
48	5	30	5,400
54	4 - ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:

Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50					3,050
36	4.00					4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75					8,100
54	6.25					9,420
60	6.75					11,500
72	7.75					15,900

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. 2012-187-00-00-YZV

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS							
CLASS IV - ASTM C76 STANDARDS							
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT	
			(in)	(in)	(PSI)		TYPE
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045	
18	3.25			2"x6"-W2.5/W2.5		1,400	
24	3.75			2"x6"-W4.5/W2.5		2,100	
30	4.25			2"x8"-W6.0/W2.5		3,050	
36	4.75		DOUBLE	2"x8"-W5.0/W3.0		3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5		3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0		3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0		3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0		3"x8"-W6.25/W3.0	11,500
72	7.75			5,000	2"x8"-W10.0/W4.0		2"x8"-W6.0/W2.5

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS							
CLASS V - ASTM C76 STANDARDS							
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT	
			(in)	(in)	(PSI)		TYPE
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045	
18	3.25			3"x8"-W4.75/W2.5		1,400	
24	3.75			3"x8"-W6.0/W2.5		2,100	
30	4.25		DOUBLE	2"x8"-W7.0/W3.0		3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5		2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5		3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5		3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0		2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5		2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5		2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. 2012-187-00-00-YZV

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. 2012-187-00-00-YZV

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. 2012-187-00-00-YZV

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" - 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

EXHIBIT "A" - SPECIFICATIONS

HIDALGO COUNTY

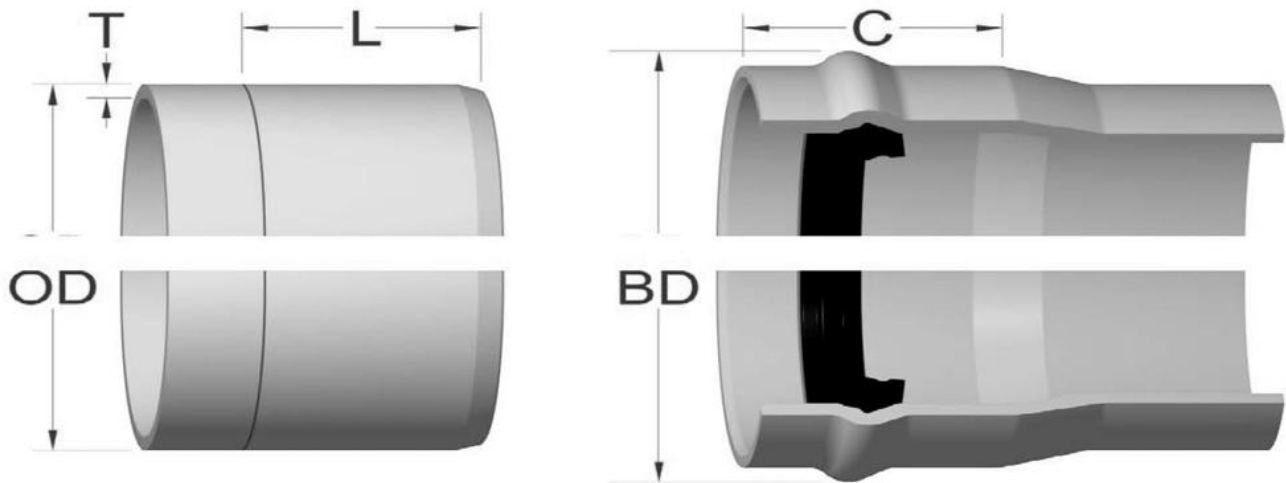
"PIPES - (Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Manholes & Additional Miscellaneous Items)"

RFB No. 2012-187-00-00-YZV

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE

PVC gravity sewer pipe shall be made from a compound conforming to a cell classification of 12454 or 12364 as defined by ASTM D1784 and in accordance with ASTM D3034 for sizes four inch through fifteen inch. The wall thickness, when tested according to ASTM D3412, shall correspond to a dimension ratio of SDR 35 with a pipe stiffness value of 46 or SDR 26 with a pipe stiffness of 115 for heavy wall pipe. Integral bells shall incorporate locked in gaskets meeting the requirements of ASTM D3212 and F477. The pipe shall be provided in lengths of 14 feet or 20 feet as required.

ASTM D3034 GASKETED GRAVITY SEWER PIPE



NOMINAL PIPE SIZE	OUTSIDE DIA. - NOM. (OD)	*APPROX. BELL DIA. (BD)	**APPROX. BELL DEPTH (C)	INSERT MARK (L)
4"	4.215	5.25	3.75	3.13
6"	6.275	7.50	4.63	4.00
8"	8.400	10.00	5.25	4.13
10"	10.500	12.25	5.88	5.13
12"	12.500	14.25	6.50	5.38
15"	15.300	17.25	7.75	7.38

NOMINAL PIPE SIZE	SDR 35 (T)	SDR 26 (T)
4"	.120	.162
6"	.180	.241
8"	.240	.323
10"	.300	.404
12"	.360	.481
15"	.437	.588

EXHIBIT "B" - BID PAGE

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" - Hidalgo County
RFB NO. 2012-187-00-00-YZV

CATEGORY (A) - PIPES

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE - RUBBER GASKET JOINT PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

EXHIBIT "B" - BID PAGE

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" - Hidalgo County
RFB NO. 2012-187-00-00-YZV

POLYETHYLENE PIPE - 20 FOOT JOINTS		
HIGH DENSITY, POLYETHYLENE PIPE, SMOOTH INTERIOR WITH H-20 LOAD RATING		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF

REINFORCED POLYTHYLENE PIPE - 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

EXHIBIT "B" - BID PAGE

**"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" - Hidalgo County
RFB NO. 2012-187-00-00-YZV**

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE				
(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

EXHIBIT "B" - BID PAGE

**"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" - Hidalgo County
RFB NO. 2012-187-00-00-YZV**

PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	PRICE		COPPER
½"			½"
1 ½"			¾"
2"			
3"			
4"			

AWWA C900 PVC PLASTIC PRESSURE PIPE						
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE			
SIZE OF PIPE	<u>SDR 26</u>		<u>SDR 35</u>
4"		LF	LF
6"		LF	LF
8"		LF	LF
10"		LF	LF
12"		LF	LF
15"		LF	LF

EXHIBIT "B" - BID PAGE

**"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" - Hidalgo County
RFB NO. 2012-187-00-00-YZV**

CATEGORY (B) - INLETS

DESCRIPTION	PRICE																	
	2'	2 1/2'	3'	3 1/2'	4'	4 1/2'	5'	5 1/2'	6'	6 1/2'	7'	7 1/2'	8'	8 1/2'	9'	9 1/2'	10'	
TYPE "A" INLET																		
TYPE "A" - (SPL-1) INLET																		
TYPE "C" INLET																		
TYPE "CC" INLET																		
TYPE "F" INLET																		
TYPE "F" (SPL-1) INLET																		

CATEGORY (C) - MANHOLES

DESCRIPTION	PRICE															
	3'	3 1/2'	4'	4 1/2'	5'	5 1/2'	6'	6 1/2'	7'	7 1/2'	8'	8 1/2'	9'	9 1/2'	10'	
TYPE "A" MANHOLE																
TYPE "A-1" MANHOLE																
TYPE "M" MANHOLE																

EXHIBIT "B" - BID PAGE

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" - Hidalgo County
RFB NO. 2012-187-00-00-YZV

CATEGORY (D) - MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	
FIRE HYDRANT W/VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
2" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	
8" 90 DEGREE ELL	EA	
8" X 2" WATER SADDLE W/2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements

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

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

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

Revised 10/01/08

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURERS AFFORDING COVERAGE				
INSURED		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	EA ACC AGG \$
						\$
C	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$_____ General Liability: \$_____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

REQUIREMENTS AGREEMENT

C-2012-187-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, by and between _____ ("Seller") and Hidalgo County ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Pipes-reinforced Concrete Tongue & Groove, Rubber Gasket Joint Concrete Pipes Inlets & Manholes", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence **MONTH DAY**, 2012 through December 31, 2013. 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 delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to

Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of

the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the

benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without

cause with thirty day's written notice prior to cancellation.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

VENDOR:

By:_____

Printed Name:_____

Company:_____

Approved on Commissioners' Court: _____

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

By:_____
Stephen Crain