

**REQUIREMENTS AGREEMENT
C-13-015A-05-28**

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of May, 2013 by and between **Airgas USA, LLC** ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "**Welding Supplies and Other Misc. Items**" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with **the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **June 29, 2013** and expire on **June 28, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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

4. **General Provisions.**

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

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

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller: Airgas USA, LLC
Attn.: Javier Olmos
201 N. 23rd Street
McAllen, Texas 78501

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

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

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

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and

the singular shall include the plural whenever and as often as may be appropriate

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

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

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

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

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any

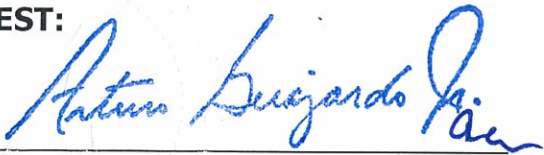
proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

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

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

Approved By Commissioners Court: 05-28-13

ATTEST:



Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
5-28-13

COMPANY: Airgas USA, LLC

By: J. Olmos
Printed Name: JAVIER OLMO
Title: BRANCH MANAGER

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.



Stephen L. Crain, Attorney

EXHIBIT "A"
SPECIFICATIONS
RFB PACKET

SPECIFICATIONS

Hidalgo County is seeking to enter into a Welding Supplies and Other Misc. Items contract with qualified participants. Sealed Bids will be received for the following "*Welding Supplies and Other Misc. Items*" on an "As Needed Basis"

It is intended that the amount of **Industrial welding supplies and other misc. items** will be on an "as needed basis" by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/material than is needed. All costs are to be net F.O.B.

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
2. It is expressly understood and agreed that in case Hidalgo County should need "Industrial Welding Services and/or Welding Supplies" not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
3. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.
4. In the event the material furnished does not meet all the above requirements (regardless of weather, tests 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 the unused portion of material found to be unsatisfactory.
5. **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.
6. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications.
7. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

Exhibit "A"
HIDALGO COUNTY(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2013-015A-04-10-MEG

8. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
9. Hidalgo County shall award the bid on a **LUMP SUM BASIS to ONE VENDOR** and/or **ITEM BY ITEM BASIS** and/or to **MULTIPLE** bidders, whichever is in the best interest of the County.
10. 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.
11. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
12. The contract will be in effect for a period of **one (1) year** with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.
13. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.
14. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

WELDING SUPPLIES AND MISC. ITEMS:

The following welding supplies/material will be awarded to the lowest bidder(s).

*The following materials/items listed will be on an "As Needed Basis" only. **WELDING SUPPLIES** (No items are specific name brands)**

		SIZE	CASE/UNITS
1.	Metal welding Rods (different gauges) 1a. Stainless steel welding Rods (different gauges)	7018 1/8	50 LBS
		7018 5/32	50 LBS
		6011 1/8	50 LBS
		6011 5/32	50 LBS
		6011 3/32	50 LBS
		6010 1/8	50 LBS
		6010 5/32	50 LBS
		6013 1/8	50 LBS
		6013 5/32	50 LBS
2.	Rod keeper (storage system) - Electrode oven 120v		10-50 LBS
3.	Aluminum welding Rods (different gauges)	#35 1/8	5 LBS
4.	Cable (by feet) AWG Cooper	SIZE	
		1	
		2	
		4	
		1/0	
		2/0	
		3/0	
		4/0	

Exhibit "A"
HIDALGO COUNTY(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2013-015A-04-10-MEG

5.	Torch RD-45	1/8 Steel	1 LB	
		3/32	1 LB	
6.	Alloy 144 Brass Electrode 10 minimum	1/8	10 LB	
		5/32	10 LB	
7.	Torch Brass	1/8	1 LB	
		5/32	1 LB	
8.	Oxygen (for welding gas)	21 Series		
		80 Series		
		100 Series		
		125 Series		
		200 Series		
9.	Acetylene, (for welding gas)	# 3		
		# 4		
		MC		
		100 Series		
10.	Nitrogen (for welding gas)	19 Series		
		40		
11.	Argon - CO2 75-25% -Mig welder -mild steel	20		
		40		
		80		
		100		
		125		
		200		
		300		
12.	Welding Goggles standard (square frame, flip lens preferred)			
13.	Leather Welding Gloves (standard) all sizes s, m, l - 4x	Mig Leather gloves		
		Tig Leather gloves		
14.	Nomex welding Gloves (standard sizes s, m, l-4x)			
15.	Welding Helmets (2" with flip lens preferred)			
16.	Jackson HSL1 Apprentice Quick Chance Hood			
17.	Leather Jackets for Welders (complete)	Small		
		Medium		
		Large		
18.	Doo- Rag Flame Retardant Cap and/or Beanies			
19.	Welding Blanket Coated Fiberglass and Acrylic Coated	Size		
		6x4		
		6x6		
		6x8		
		6x10		
		8x8		
		8x10		
20.	Bib Apron Leather	36"		
		48"		
21.	Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"		
22.	Torch Lighters (3 way)			
23.	Torch Tips	Medium Torch 100 Series	Tip Type 0-3-101	Size
			Cutting Tip Org. Victor	0-3-101 Victor
			Welding Tip Victor or equivalent to	#0-W-1
				#1-W-1
				#2-W-1
Heating Tip	Rosebud Victor 8 or equivalent to			

Exhibit "A"
HIDALGO COUNTY(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2013-015A-04-10-MEG

		Large Torch 300 Series	Tip Type 0-1-101	Size
			Cutting Tip Org. Victor	0-1-101 Victor
			Welding Tip Victor 2 or equivalent to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
			Heating Tip	Rosebud Victor 8 or equivalent to
24.	Torch Gauges-Replacement Gauges for regulators are preferred a) Victor & b) Victor CR150CR		a)Victor	1 ½" gauge 2" gauge 2 ½" gauge
			b)Victor CR150CR	1 ½" gauge 2" gauge 2 ½" gauge
25.	Torch Hoses - "R" and "T"		Size	"R" & "T"
			25 ft x ¼	
			50 ft x ¼	
			100 ft x ¼	
26.	Torches- Complete Kit is preferred with handle and cutting attachments		Medium 100 Series	
			Large 300 Series	
27.	Rental of Cylinder (as needed)		Gas	Tank Size
			Oxygen	80 Series 100 Series 200 Series
			Acetylene	100 Series
28.	Tip cleaner- Standard			
29.	Flat Soap Stone-Standard Square			
30.	Soap Stone Holder			
31.	Safety Glasses – High Impact Protector Z94.3			Dark Clear
32.	Cutting Dark Goggles			
33.	Welding cable liners -(for Millermatic 135) OEM Miller or equivalent to- Profax194011			Sizes .30
34.	Welder Tips - (for Millermatic 135) Contact tip			Sizes .030
35.	Welding Wire- Spools - (Flux Coated) 1-lb -10lb no shield gas		Sizes	LBS
			.030	1 lb 2 lb 3 lb 4 lb 5 lb 6 lb 7 lb 8 lb 9 lb 10 lb
36.	Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11			
37.	Sanding Disc- Screw On – (Med. Coarse grid- Zircowia flap disc) Hub style		Hub Style 4 ½ x 5/8" x 11 Z-40 Z-60 Z-80 Z-100 Hub Less 4 ½ x 7/8" Z-40 Z-60 Z-80 Z-100	
38.	Chop Saw Blades – 14 x 3/32 x 1			

Exhibit "A"
HIDALGO COUNTY(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2013-015A-04-10-MEG

39.	Strikers 1 & 3 flint striker		single
			triple
40.	Flints 1 & 3 flint replacement sets		single
			triple
41.	Spring Handle Cross Chisel & Pick Hammer		
42.	Headgear w/ clear visor - (CEMPH-CL)- & dark shade 5		
43.	Maximum- Hazardous Material Fee		
44.	Plastic Rod Canister (Rod Guards)		14" (water tight-standard)
			16" (water tight-tig brazing rods)
45.	Flash back Arrestors		
46.	Electrodes Holder		
47.	Ground Clamp		
48.	Cable connectors- male & female		
49.	Ball point lugs		
50.	Female Terminals		
51.	Leather Sleeves protectors		
52.	Quick Connect sets		
53.	Welding Cable Liners (Millermatic 135)		Size
			.035
54.	Welding Tips-(Millermatic 135) Contact tip		.035
55.	Tungsten tip for Tig	Pure Tungsten	Size
			1/16
			3/32
		1/8	
		2% Thoriated	1/16
			3/32
		1/8	
56.	Flux Cored welding wire-used with Shielding gas	Size	lbs
			1 lb
		.030	10 lb
		.035	1 lb
			10 lb
57.	Flux Cored welding wire- self shielded wire	.030	1 lb
		.035	10 lb
58.	Flux coated (ET-IT-GS) mild steel	.030	1 lb
		.035	10 lb
59.	Carbon Steel-(70S-6) mild steel	.030	1 lb
		.035	10 lb
60.	Stainless Steel (ER 308LSI)	.030	1 lb
		.035	10 lb
61.	Grinding Disc with hub		size
			7 1/4x5/8-11 large
62.	Wire cup brush		2 3/4 x 5/8-11
63.	Standard Twist wire wheel		4" x 5/8-11
64.	Stringer Bead knot wheel		6"x 5/8-11
65.	Shaft Knot wheel brush 3" x 1/4"	Carbon	Crimped
			.014
		.020	
		Stainless Steel	.014
			.020

Exhibit "A"
HIDALGO COUNTY(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2013-015A-04-10-MEG

		Carbon	Knotted	
			.014	
			.020	
		Stainless Steel	.014	
			.020	
66.	Flow gauge- for CO2 Argon for Mig & Tig welding			
67.	Brazing Alloy Safety Silv - 15 %			
68	Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts (Miller or Lincoln model equal to or better)	single face		
		triple face		
69.	Replacement Mig Gun (milliermatic 135)			
70.	Auto Dark welding helmet multi shade 10-12 mask lens for Mig & Tig welding		Large	
71.	Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes	Cylinder Size		
		291		
72.	Aluminum - ER 4043 - and 1-lb - 1 ER 4356 - and 1-lb	Size		
		.030	.035	
		.030	.035	
		Mild		
73.	Hand Held wire brush – mild & stainless steel	Stainless Steel		
74	Refill of Co. owned cylinders- all series – Argon CO2- Tri-gas-Nitrogen			

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 suppliers 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 suppliers 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. 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

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.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, April 2, 2013 at 5:00 p.m. at elena.gomez@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 5, 2013 at 5:00 P.M.

EXHIBIT "B"

BID PAGE

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

ORIGINAL

BID PAGE

NIGP CODE: 981-85
895-

	SIZE	CASE/UNITS	BID PRICE
1. Metal welding Rods (different gauges)	7018 1/8	10 LBS	27.00
		50 LBS	85.00
	7018 5/32	10 LBS	27.00
		50 LBS	82.50
	6011 1/8	10 LBS	27.00
		50 LBS	92.00
	6011 5/32	10 LBS	27.00
		50 LBS	94.50
	6011 3/32	8 LBS	N/B
		50 LBS	99.00
	6010 1/8	10 LBS	27.00
		50 LBS	116.50
		10 LBS	N/B
		50 LBS	113.50
1a Stainless steel welding Rods (different gauges)	6010 1/8	10 LBS	27.00
		50 LBS	92.00
	6010 5/32	10 LBS	27.00
		50 LBS	90.00
		A	
		B	
		C	
		D	
		E	
		F	
		G	
		H	
		10 lbs	
		50 LBS	
2. Rod keeper (storage system) - Electrode oven 120v			
3. Aluminum welding Rods (different gauges)	345 al	1 1/2 - 5lbs	N/B
	3/32	1 1/2 - 5lbs	N/B
	1/8	1 1/2 - 5lbs	33.73 per pound
3a E4043	3/32	1 1/2 - 5lbs	
	1/8		
4. Cable (by feet) AWG Cooper	SIZE		BID PRICE
	1		2.29
	2		1.82
	4		1.20
	1/0		2.81
	2/0		N/B
	3/0		N/B
	4/0		N/B
5. Torch RD-45	1/8 Steel	1 LB	5.98
	3/32	1 LB	6.11
6. Alloy 144 Brass Electrode 10 minimum	1/8	10 LB	N/B
	5/32	10 LB	N/B
7. Torch Brass	1/8	1 LB	N/B
	5/32	1 LB	N/B
			BID PRICE

OPENED
4-10-13


9:42
Witnessed


Exhibit "B"
ADDENDUM #2
 HIDALGO COUNTY (All funding Sources)
 "Welding supplies & Other Misc. Items"
 Bid No: 2013-015A-04-10-MEG

8. Oxygen (for welding gas)	21 Series	3.74	
	80 Series	4.96	
	100 Series	N/B	
	125 Series	5.72	
	200 Series	8.00	
9. Acetylene, (for welding gas)	# 3	25.24	
	# 4	35.23	
	MC	13.42	
	100 Series	N/B	
10. Nitrogen (for welding gas)	19 Series	3.40	
	40	3.94	
11. Argon - CO2 75-25% -Mig welder -mild steel	20	4.12	
	40	4.98	
	80	6.96	
	100	N/B	
	125	8.10	
	200	N/B	
	300	16.12	
12. Welding Goggles standard (square frame, flip lens preferred)		5.16	
13. Leather Welding Gloves (standard) all sizes s, m, l - 4x	Mig Leather gloves	10.70	
	Tig Leather gloves	8.62	
14. Nomex Welding Gloves (standard sizes s, m, l -4x)	small	N/B	
	medium	N/B	
	large	N/B	
	lx-4x	N/B	
15. Welding Helmets (2" with flip lens preferred)		30.26	
16. Jackson HSL1 Apprentice Quick Chance Hood		N/B	
17. Leather Jackets for Welders (complete)	Small	62.57	
	Medium	58.92	
	Large	58.94	
18. Doo- Rag Flame Retardant Cap and/or Beanies		N/B	
19. Welding Blanket Coated Fiberglass and Acrylic Coated	Size	BID PRICE	
	6x4	N/B	
	6x6	27.17	
	6x8	36.23	
	6x10	N/B	
	8x8	N/B	
	8x10	N/B	
	10x10	N/B	
20. Bib Apron Leather	36"	22.03	
	48"	N/B	
21. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement		N/B	
22. Torch Lighters (3 way)		2.03	
23. Torch Tips	Medium Torch 100 Series		
	Tip Type 0-3-101	Size	
	Cutting Tip Org. Victor	0-3-101 Victor	5.98
	Welding Tip Victor or equivalent to	#0-W-1	45.00
		#1-W-1	45.00
	#2-W-1	45.00	

OPENED

Witnessed

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

Large Torch 300 Series		#3-W-1	45.00	
	Heating Tip	Rosebud Victor 8 or equivalent to	90.42	
	Tip Type 0-1-101	Size	BID PRICE	
	Cutting Tip Org. Victor	0-1-101 Victor	5.98	
	Welding Tip Victor 2 or equivalent to	#0-W-1	45.00	
		#1-W-1	45.60	
		#2-W-1	45.00	
Heating Tip	Rosebud Victor 8 or equivalent to	90.42		
24. Torch Gauges- Replacement Gauges for regulators are preferred: a) Victor & b) Victor CR150CR	a)Victor	1 1/2" gauge	10.00	
		2" gauge	10.00	
		2 1/2" gauge	10.00	
	b)Victor CR150CR	1 1/2" gauge	10.00	
		2" gauge	10.00	
		2 1/2" gauge	10.00	
		BID PRICE		
25. Torch Hoses - "R" and "T"	Size	"R"	"T"	
	25 ft x 1/4	22.65	32.55	
	50 ft x 1/4	37.79	59.75	
	100 ft x 1/4	69.65	112.42	
26. Torches- Complete Kit is preferred with handle and cutting attachments	Medium 100 Series		236.19	
	Large 300 Series		315.17	
27. Rental of Cylinder (as needed)	Gas	Tank Size	BID PRICE	
	Oxygen	80 Series	1.00 per month per cylinder	
		100 Series	1.00 " " " "	
		200 Series	1.00 " " " "	
	Acetylene	100 Series	1.00 " " " "	
28. Tip cleaner- Standard			2.11	
29. Flat Soap Stone-Standard Square			1.74	
30. Soap Stone Holder			1.19	
31. Safety Glasses - High Impact Protector Z94.3	Dark		1.13	
	Clear		1.13	
32. Cutting Dark Goggles			N/B	
33. Welding cable liners -(for Milleromatic 135) OEM Miller or equivalent to- Profax194011			BID PRICE	
	.030		11.18	
	.035		7.62	
34. Welder Tips - (for Milleromatic 135) Contact tip	.030		6.00 per pack of 50	
	.035		6.00 per pack (search)	
35. Welding Wire- Spools - (Flux Coated) 1-lb -10lb no shield gas	Sizes	LBS	BID PRICE	
	.030	1 lb	N/B	
		10 lb	N/B	
36. Grinding Disc- Screw On - 4.1/2 x 1/4 x 5/8-11			4.00	
37. Sanding Disc- Screw On - (Med. Coarse grid- Zircovia flap disc) Hub style	Hub Style 4 1/2 x 5/8" x 11			
	Z-40		4.58	
	Z-60		4.58	
	Z-80		6.10	
	Z-100		N/B	
	Hub Less 4 1/2 x 7/8"			
	Z-40		3.51	

OPENED

942

4-10-13

Witnessed

J

Exhibit "B"
ADDENDUM #2
 HIDALGO COUNTY (All funding Sources)
 "Welding supplies & Other Misc. Items"
 Bid No: 2013-015A-04-10-MEG

	Z-60	3.51	
	Z-80	3.51	
	Z-100	N/B	
38. Chop Saw Blades - 14 x 3/32 x 1		4.78	
39. Strikers 1 & 3 flint striker	single	1.38	
	triple	2.04	
40. Flints 1 & 3 flint replacement sets	single	2.04	
	triple	2.05	
41. Spring Handle Cross Chisel & Pick Hammer		4.92	
42. Headgear w/clear visor - (CEMPH-CL)- & dark shade 5 ratchet	3"	N/B	
	7"	N/B	
43. Maximum- Hazardous Material Fee		20.00	
44. Plastic Rod Canister (Rod Guards)	14" (water tight-standard)	N/B	
	18" (water tight-tig brazing rods)	N/B	
45. Flash back Arrestors			
46. Electrodes Holder	80-120 amps	N/B	
	40-225 amps	14.33	
	50-300 amps	N/B	
	350 amps	N/B	
47. Ground Clamp	steel	4.06	
	brass	N/B	
48. Cable connectors- male & female OPENED 9:42 <u>4-10-13</u>	5/8	N/B	
	1/2	14.81	
	1/0	N/B	
	2/2	N/B	
	3/0	N/B	
	1	N/B	
	2	N/B	
	4	N/B	
	5/8	N/B	
49. Ball point lugs Witnessed [Signature]	7/8	N/B	
	1	N/B	
	2	N/B	
	4	N/B	
	1/0	N/B	
	2/0	N/B	
	3/0	N/B	
	4/0	N/B	
	4/0	N/B	
50. Female Terminals		N/B	
51. Leather Sleeves protectors		37.04	
52. Quick Connect sets		N/B	
53. Welding Cable Liners (Milleromatic 135)	.035	N/B	
54. Welding Tips-(Milleromatic 135) Contact tip	.035	N/B	
55. Tungsten tip for Tig	Pure Tungsten	Size	BID PRICE
		1/16	4.74
		3/32	8.74
	2% Thoriated	1/8	14.72
		1/16	N/B
		3/32	N/B

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
 Bid No: 2013-015A-04-10-MEG

		1/8	2 1/8
56. Flux Cored welding wire-used with Shielding gas	.030	1 lb	
		10 lb	
	.035	1 lb	
		10 lb	22.40
57. Flux Cored welding wire- self shielded wire	.030	1 lb	19.14
	.035	10 lb	54.18
58. Flux coated (ET-IT-GS) mild steel	.030	1 lb	
	.035	10 lb	
59. Carbon Steel-(70S-6) mild steel	.030	1 lb	
	.035	10 lb	
60. Stainless Steel (ER 308LSI)	.030	1 lb	
	.035	10 lb	
61. Grinding Disc with hub	size		
	7 1/4x5/8-11 large		6.57
62. Wire cup brush		2 1/2 x 5/8-11	10.51
63. Standard Twist wire wheel		4" x 5/8-11	15.21
64. Stringer Bead knot wheel		6" x 5/8-11	15.21
65. Shaft Knot wheel brush 3" x 1/4"	Carbon	Crimped	
		.014	
		.020	
	Stainless Steel	.014	
		.020	
	Carbon	Knotted	
		.014	
		.020	
Stainless Steel	.014		
	.020		
66. Flow gauge- for CO2 Argon for Mig & Tig welding			70.43
67. Brazing Alloy Safety Silv - 15 %			50.80
68. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts (Miller or Lincoln model equal to or better)	single face		
	triple face		
69. Replacement Mig Gun (milliermatic 135)			
70. Auto Dark welding helmet multi shade 10-12 mask lens for Mig & Tig welding		Large	
71. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes		291	
72. Aluminum - ER 4043 - and 1-lb - 1 ER 4356 - and 1-lb	Size	BID PRICE	
	.030	.035	6.29
	.030	.035	
73. Hand Held wire brush - mild & stainless steel	Mild		
	Stainless Steel		
74. Refill of Co. owned cylinders- all series -		Argon - 300 size	30.00
		CO2(carbon dioxide) - 50 #	20.00
		Tri-gas - 300	110.00
		Nitrogen - 300	15.00
		Acetylene - #4	38.28
		Oxygen - 200	8.00

PENEL

9.42

4-10-13

Witness

[Signature]

Exhibit "B"
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bld No: 2013-015A-04-10-MEG

BIDDER/COMPANY NAME: Airgas USA LLC
ADDRESS: 201 N. 23rd St.
CITY/STATE/ZIP CODE: McAllen Texas 78501
PHONE & FAX NO.'S: 686-7622- 682-6936
CELL PHONE: N/A
AUTHORIZED SIGNATURE: *Jesse Mendoza*
PRINTED NAME: Jesse Mendoza
TITLE: Inside Sales
EMAIL: SWS.McAllen@Airgas.com

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

12/17/2014

DATE (MM/DD/YYYY)
12/4/2013

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____ FAX (A/C, No): _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER B:</td> <td>New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER C:</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER D:</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER E:</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER F:</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Ins Co Pittsburgh PA	19445	INSURER B:	New Hampshire Insurance Company	23841	INSURER C:	_____	_____	INSURER D:	_____	_____	INSURER E:	_____	_____	INSURER F:	_____
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INSURER C:	_____	_____																			
INSURER D:	_____	_____																			
INSURER E:	_____	_____																			
INSURER F:	_____	_____																			
INSURED 1066143 AIRGAS USA, LLC 259 N. RADNOR-CHESTER ROAD RADNOR PA 19087																					

DEC 09 2013

By _____

COVERAGES AIRIN01 **CERTIFICATE NUMBER: 10452174** **REVISION NUMBER: XXXXXXXX**

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	GL1903210	12/17/2013	12/17/2014	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	CA9701079 (AOS) CA9701078 (MA) CA9701077 (VA)	12/17/2013 12/17/2013 12/17/2013	12/17/2014 12/17/2014 12/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	20562325	12/17/2013	12/17/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC029342296 (CA) WC029342305 (AK,AZ,GA,VA) WC029342298 (AOS) WC029342301 (NJ,PA)	12/17/2013 12/17/2013 12/17/2013 12/17/2013	12/17/2014 12/17/2014 12/17/2014 12/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

<p>10452174</p> <p>HIDALGO COUNTY 2812 SOUTH BUS. HWY 281 EDINBURG TX 78539</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center; font-size: 24px; font-family: cursive;"><i>David J. Foster</i></p>
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