



Hidalgo County Purchasing Office
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM
 (Approval of Specs)

TO: Daniel Flores, Director
 Hidalgo County Facilities & Management
VIA EMAIL: daniel.flores@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Dept.

DATE: October 01, 2014

RE: Approval of Specifications/Requirements **Bid No. 2015-002-00-00-SMA- HIDALGO COUNTY- Construction Building Materials & Related Supplies**

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other
 (Specify) _____

BUDGET ACCOUNT #: 4-1100-419-40-220-001-0-671
4-1100-419-40-220-001-0-679

	Daniel Flores	Fac. Maint.	10/6/14
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than **Friday, October 08, 2014 @ 10:00 A.M.**

Enclosures



Hidalgo County Purchasing Office
 2812 S. Business Highway 281
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 Edinburg, Texas 78539
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APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS	<input checked="" type="checkbox"/>

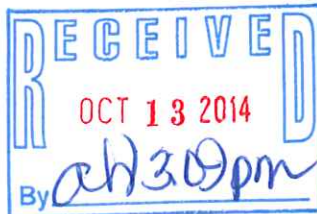
FUNDS AVAILABILITY: _____ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 4-16-419-40-220-001-0-671
4-1100-419-40-220-001-06-679

	Daniel Flores	220	10/8/14
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Friday, October 08, 2014 @ 10:00 A.M.



Enclosures

Bid No: 2015-002-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865
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REQUEST FOR BIDS

Hidalgo County

“Construction Building Materials & Related Supplies”

BID OPENING DATE: _____ @ 9:30 a.m.

Contact Person:

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



956 318-2626

Form HCPD-03

- 1) Sealed bids will be received for Hidalgo County-“Construction Building Materials & Related Supplies in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
- 2) **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: "RFB-2015-002-00-00-SMA-“Hidalgo County-“Construction Building Materials & Related Supplies and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, 00, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2015-002-00-00-SMA-Hidalgo County-“Construction Building Materials & Related Supplies**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

- 3) Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) Reject any or all bids submitted and further reserve the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) Award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
- 4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
- 5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
- 6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

- 7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
- 9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
- 10) County reserves the right to accept or reject any or all bids.
- 11) Costs are to be net F.O.B., County Prepaid.
- 12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
- 13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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 and/or Contract Number (if any)
 - d) Notation **Hidalgo County-“Construction Building Materials & Related Supplies”** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR’S OFFICE
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511**

17) SCHEDULE OF EVENTS:

Bid Opening, 9:30 AM	, 2014
Award of Contract	2014
Commence Work or Deliver Products	2014

**18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION
PAYMENT UNDER CONTRACT (if applicable)**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) DISCLOSURE OF CONFLICT OF INTEREST

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

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

- 21)** If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
- 22)** Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 23)** Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
- 24)** Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
- 25)** Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.
- 26)** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A.) Meet schedules;
 - B.) Pay any required fees or taxes; or
 - C.) Otherwise perform in accordance with the specifications.
- 27)** Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to

patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

- 28)** Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 29)** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 30)** The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Hidalgo County
“Construction Building Materials & Related Supplies

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

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

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

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

Respectfully submitted,

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

EXHIBIT "A"
Specifications/Requirements
Hidalgo County (all funding sources)
"Construction Building Materials & Related Supplies"
BID NO.: 2015-002-00-00-SMA

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

GENERAL REQUIREMENTS:

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

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY.**
- All purchases will be on an **"As Needed Basis"**, there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- **BID PAGE** - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable N/A for not applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.
- The bids will be based upon each item and/or all the items, except that Hidalgo County reserves the right to delete any item it considers too expensive.

REQUIRED ITEMS:

The following are the minimum specifications that will be acceptable to the Hidalgo County Facility Management Department. These specifications must be equal or better including but not limited to the following:

- | | |
|-------------------------------------------------------------|--------------------------------|
| A) BOARDS (LUMBER) | M) INSULATION |
| B) TREATED BOARDS (LUMBER) | N) MOLDING-(fj, ash molding) |
| C) CEDAR LUMBER | O) STAIN/GLOSS |
| D) LUMBER (PINE) 1 INCH | P) PAINT / PRIMER |
| E) PLYWOOD (REGULAR PLYWOOD) | Q) PAINT THINNER / REMOVER |
| F) METAL ROOFING | R) PAINT BRUSHES & ACCESSORIES |
| G) MASONRY CEMENT | S) ADHESIVES |
| H) FIBER CEMENT | T) SANDPAPER |
| I) NAILS (finish, roofing, sheetrock, galvanized, regular) | U) SHEETROCK & ACCESSORIES |
| J) WEDGE ANCHOR | V) LAMINATING COUNTER TOP |
| K) SCREWS (exterior, drywall) | W) CEILING TILE |
| L) COMMERCIAL TILE | X) ROOFING MATERIALS |

TERMS CONDITIONS:

- 1) Term of contract is for six (6) months period with County's option to renew contract for additional six (6) months term under the same rates and conditions.
- 2) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County (all funding sources)
"Construction Building Materials & Related Supplies"
BID NO.: 2015-002-00-00-SMA

- 3) Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
- 4) Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation whenever it is in the County's best interest to do so.
- 5) Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors.
- 6) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
- 7) Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: (See Exhibit "C" attached hereto)**
- 8) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

Requesting Price Adjustment:

1. Upon written request of the Vendor to the Hidalgo County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all
 - Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:**

Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:**

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:**

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

5. **Dollar Limit to Price Changes:**

The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL CONDITIONS & REQUIREMENTS:

- 1) Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. **Telephone calls will not be accepted!**
- 2) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- 3) All written inquiries will be accepted via facsimile no later than, **Wednesday, 2014, 5:00 pm.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, 2014, 5:00 pm.**

EXHIBIT "B"

BID PAGE

Hidalgo County

Construction Building Materials & Related Supplies"

BID NO.: 2015-002-00-00- SMA

NIGP Commodity Code: 150 (various) Building Supplies -540 (various) Lumber

	DESCRIPTION OF ITEMS	Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
A.) BOARDS (LUMBER)					
1	2 x 4 - pc (92-5/8) WW stud lumber		ea.		
2	2 x 4-9 pc (104-5/8) ww/hf stud lumber		ea.		
3	2 x 4-10' pc (116-5/8) ww/hf stud lumber		ea.		
4	2 x 4-8 std&btr/#2 spf/h stud lumber		ea.		
5	2 x 4-10 std&btr/#2 spf/ stud lumber		ea.		
6	2 x 4-12 std&btr/#2 spf/hf stud lumber		ea.		
7	2 x 4-14 std&btr/#2 spf/ stud lumber		ea.		
8	2 x 4-16 std&btr/#2 spf/hf stud lumber		ea.		
9	2 x 4-18 std&btr#2 spf/h stud lumber		ea.		
10	2 x 4-20 std&btr #2 spf/hf stud lumber		ea.		
11	2 x 6 - 8 pc (92 5/8) #2 sp lumber		ea.		
12	2 x 6 - 9 (104 5/8) stud-gp lumber		ea.		
13	2 x 6 - 10 pc (116-5/8) stud lumber		ea.		
14	2 x 6 - 8 #2 spf/hf/yp lumber		ea.		
15	2 x 6 - 10 #2 spf/hf/yp lumber		ea.		
16	2 x 6 - 12 #2 spf/hf/yp lumber		ea.		
17	2 x 6 - 14 #2 spf/hf/yp lumber		ea.		
18	2 x 6 - 16 #2 spf/hf/yp lumber		ea.		
19	2 x 6 - 18 #2 spf/hf/yp lumber		ea.		
20	2 x 6 - 20 #2 spf/hf/yp lumber		ea.		
21	2 x 6 - 22 #2 spf/hf lumber		ea.		
22	2 x 6 - 24 #2 spf/hf lumber		ea.		
23	2 x 6 - 26 #2 spf/hf lumber		ea.		
24	2 x 8-8 #2 spf/hf/yp lumber		ea.		
25	2 x 8 - 10 #2 spf/hf/y lumber		ea.		
26	2 x 8 - 12 #2 spf/hf/yp lumber		ea.		
27	2 x 8 - 14 #2 spf/hf/yp lumber		ea.		
28	2 x 8 - 16 #2 spf hf/yp lumber		ea.		
29	2 x 8 - 18 #2 spf/hf/yp lumber		ea.		
30	2 x 8 - 20 #2 spf/hf/y lumber		ea.		
31	2 x 8-22 #2 spf/hf/yp lumber		ea.		
32	2 x 8-24 #2 spf/hf/y lumber		ea.		
33	2 x 10-8 #2 spf/hf/yp lumber		ea.		
34	2 x 10-10 #2 spf/hf/yp lumber		ea.		
35	2 x 10-12 #2 spf/hf/yp lumber		ea.		
36	2 x 10-14 #2 spf/hf/yp lumber		ea.		
37	2 x 10-16 #2 spf/hf/yp lumber		ea.		
38	2 x 10-18 #2 spf/hf/yp lumber		ea.		
39	2 x 10-20 #2 spf/hf/yp lumber		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
40	2 x 10-22 #2 spf/hf/yp lumber		ea.		
41	2 x 10-24 #2 spf/hf/yp lumber		ea.		
42	2 x 12-8 #2 spf/hf/yp lumber		ea.		
43	2 x 12-10 #2 spf/hf/yp lumber		ea.		
44	2 x 12-12 #2 spf/hf/yp lumber		ea.		
45	2 x 12-14 #2 spf/hf lumber		ea.		
46	2 x 12-16 #2 spf/hf/yp lumber		ea.		
47	2 x 12-18 #2 spf/hf lumber		ea.		
48	2 x 12-20 #2 spf/hf/yp lumber		ea.		
49	2 x 12-22 #2 spf/hf/yp lumber		ea.		
50	2 x 12-24 #2 spf/hf lumber		ea.		
51	2 x 2-8' wp strip		ea.		
B.) TREATED BOARDS (LUMBER)					
1	2 x 4-8' treated lumber		ea.		
2	2 x 4-10' treated lumber		ea.		
3	2 x 4-12' treated lumber		ea.		
4	2 x 4-14' treated lumber		ea.		
5	2 x 4-16' treated lumber		ea.		
6	2 x 6-8' treated lumber		ea.		
7	2 x 6-10' treated lumber		ea.		
8	2 x 6-12' treated lumber		ea.		
9	2 x 6-14' treated lumber		ea.		
10	2 x 6-16' treated lumber		ea.		
11	2 x 6-20' treated lumber		ea.		
12	2 x 8-8' treated lumber		ea.		
13	2 x 8-10' treated lumber		ea.		
14	2 x 8-12' treated lumber		ea.		
15	2 x 8-14' treated lumber		ea.		
16	2 x 8-16' treated lumber		ea.		
17	2 x 8-20' treated lumber		ea.		
18	2 x 12-8' treated lumber		ea.		
19	2 x 12-12' treated lumber		ea.		
20	2 x 12-16' treated lumber		ea.		
21	2 x 12-20' treated lumber		ea.		
22	4 x 4-8' treated		ea.		
23	4 x 4-10' treated		ea.		
24	4 x 4-12' treated		ea.		
25	4 x 4-14' treated		ea.		
26	4 x 4-16' treated		ea.		
27	4 x 4-20' treated		ea.		
28	4 x 6-8' treated		ea.		
29	4 x 6-10' treated		ea.		
30	4 x 6-12' treated		ea.		
31	4 x 6-14' treated		ea.		
32	4 x 6-16' treated		ea.		
33	4 x 6-20' treated		ea.		
34	6 x 6-8' treated post		ea.		
35	6 x 6-12' treated		ea.		
36	6 x 6-16' treated		ea.		
37	1 x 6-6' #1 3/4" treated fence		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
C.) CEDAR LUMBER					
1	1 x 2-8' #2 cedar		ea.		
2	1 x 2-10' #2 cedar		ea.		
3	1 x 2-12' #2 cedar		ea.		
4	1 x 2-14' #2 cedar		ea.		
5	1 x 12-10' cedar western red		ea.		
6	1 x 12-12' cedar western red		ea.		
7	1 x 12-8' cedar western red		ea.		
8	1 x 4-8' cedar		ea.		
9	1 x 4-10' cedar		ea.		
10	1 x 4-12' cedar		ea.		
11	1 x 6-8' cedar western red		ea.		
12	1 x 6-10' cedar western red		ea.		
13	1 x 6-12' cedar western red		ea.		
14	1 x 6-14' cedar western red		ea.		
15	1 x 6-16' cedar western red		ea.		
16	1 x 8-8' cedar western red		ea.		
17	1 x 8-10' cedar western red		ea.		
18	1 x 8-12' cedar western red		ea.		
19	1 x 8-14' cedar western red		ea.		
20	1 x 8-16' cedar western red		ea.		
21	1 x 8-20' cedar western red		ea.		
22	1 x 6 - 6' 3/4" cedar picket		ea.		
D.) LUMBER (PINE) 1 INCH					
1	1 x 10-10' #2 s4s y.p.		ea.		
2	1 x 10-8' #2 y.p.		ea.		
3	1 x 12-10' select w.p.		ea.		
4	1 x 12-12' select w.p.		ea.		
5	1 x 12-16' select w.p.		ea.		
6	1 x 12-8' select w.p.		ea.		
7	1 x 12-16' select fj white pine		ea.		
8	1 x 12-8' select fj white pine		ea.		
9	1 x 2-8' select fj white pine		ea.		
10	1 x 2-16' real trim		ea.		
11	1 x 4-10' #1 s4s y.p.		ea.		
12	1 x 4-12' #1 s4s y.p.		ea.		
13	1 x 4-8' #1 s4s y.p.		ea.		
14	1 x 4-10' d-grade y.p. flooring		ea.		
15	1 x 4-8' d-grade y.p. flooring		ea.		
16	1 x 4-16' select fj white pine		ea.		
17	1 x 4-8' select fj white pine		ea.		
18	1 x 4-16' real trim		ea.		
19	1 x 6-10' #1 s4s y.p.		ea.		
20	1 x 6-12' #1 s4s y.p.		ea.		
21	1 x 6-8' #1 s4s y.p.		ea.		
22	1 x 6-10' #2 s4s y.p.		ea.		
23	1 x 6-12' #2 s4s y.p.		ea.		
24	1 x 6-14' #2 s4s y.p.		ea.		
25	1 x 6-16' #2 s4s yp/wp		ea.		
26	1 x 6-8' #2 s4s y.p.		ea.		
27	1 x 6-12' d-grade #117		ea.		
28	1 x 6-8' select fj white pine		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
29	1 x 6-12' beaded		ea.		
30	1 x 6-16' real trim		ea.		
31	1 x 8-10' #1 s4s y.p.		ea.		
32	1 x 8-12' #1 s4s y.p.		ea.		
33	1 x 8-8' #1 s4s y.p.		ea.		
34	1 x 8-10' #2 s4s y.p.		ea.		
35	1 x 8-12' #2 s4s y.p.		ea.		
36	1 x 8-14' #2 s4s y.p.		ea.		
37	1 x 8-16' #2 s4s y.p.		ea.		
38	1 x 8-8' #2 s4s y.p.		ea.		
39	1 x 8-10' #2 s/l		ea.		
40	1 x 8-12' #2 s/l		ea.		
42	1 x 8-8' #2 s/l		ea.		
43	1 x 8-10' #2 105 y.p siding		ea.		
44	1 x 8-12' #2 105 y.p siding		ea.		
45	1 x 8-14' #2 105 y.p siding		ea.		
46	1 x 8-16' #2 105 y.p siding		ea.		
47	1 x 8-8' #2 105 y.p siding		ea.		
48	1 x 8-16' select fj white pine		ea.		
49	1 x 8-8' select fj white pine		ea.		
50	1 x 8-16' real trim		ea.		
51	1 x 2-8 wp strip		ea.		
52	1 x 12-10' #3 w/p		ea.		
53	1 x 12-12' #3 w.p.		ea.		
54	1 x 12-14' #3 w/p		ea.		
55	1 x 12-16' #3 w/p		ea.		
56	1 x 12-8' #3 w/p		ea.		
57	1 x 4-10' #3 & better sp		ea.		
58	1 x 4-12' #3 & better sp		ea.		
59	1 x 4-14' #3 & better sp		ea.		
60	1 x 4-16' #3 & better spf		ea.		
61	1 x 4-8' #3 & better spf		ea.		
62	1 x 12-14' select w.p.		ea.		
E.) PLYWOOD (REGULAR PLYWOOD)					
1	3/8 pts. plywood		ea.		
2	3/8 cdx plywood		ea.		
3	1/2 (15/32) cd plywood		ea.		
4	5/8 (19/32) cd plywood		ea.		
5	3/4 (23/32) cd plywood		ea.		
6	3/4 (23/32) t & g plywood		ea.		
7	4 x 8-1 1/8 t&g		ea.		
FINISH PLYWOOD					
8	4 x 8 1/4 bc plywood		ea.		
9	4 x 8 - 3/8 bc plywood		ea.		
10	4 x 8 - 1/2 bc plywood		ea.		
11	4 x 8 - 5/8 bc plywood		ea.		
12	4 x 8 - 3/4 bc plywood		ea.		
13	4 x 8 - 1/4 birch plywood		ea.		
14	4 x 8 - 3/4 birch cab grade plywood		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
15	4 x 8 - 5/8 birch cab grade plywood		ea.		
16	4 x 8 - 1/4 ash plywood		ea.		
17	4 x 8 - 3/4 ash plywood		ea.		
18	4 x 8 - 1/4 red oak plywood		ea.		
19	4 x 8 - 3/4 red oak plywood		ea.		
20	4 x 8 - 1/8 luan plywood		ea.		
21	4 x 8 - 1/4 luan plywood		ea.		
22	4 x 8 - 1/2 luan plywood		ea.		
23	4 x 8 - 5/8 luan plywood		ea.		
24	4 x 8 - 3/4 luan plywood		ea.		
25	4 x 8 1/2" mdo plywood		ea.		
SIDING PLYWOOD					
26	3/8" 4 x 8 classic beaded siding		ea.		
27	3/8 t-1/11 siding		ea.		
28	5/8-4 t-1/11 siding		ea.		
29	5/8-8" t1-11 siding		ea.		
30	5/8-12 t1-11 siding		ea.		
31	4 x 8-3/8" smart panel		ea.		
OSB PLYWOOD					
32	4 x 8 7/16 osb		ea.		
33	4 x 8-7/16 osb thermo sheet		ea.		
34	4 x 8-19/32 osb		ea.		
TREATED PLYWOOD					
35	4 x 8 1/2 treated plywood		ea.		
36	4 x 8 3/4 treated plywood		ea.		
37	3/4 treated lattice		ea.		
F.) METAL ROOFING					
1	10' galvanized corrugated iron (31 gauge)		ea.		
2	10' galvanized corrugated ridge roll		ea.		
3	10'6" green ridge cap		ea.		
4	10' plain ridge roll corrugated		ea.		
5	10'6" red ridge cap		ea.		
6	38" x 10' rib panel iron		ea.		
7	10'6" white ridge cap		ea.		
8	12' galvanized corrugated iron (31 gauge)		ea.		
9	37" x 12' green roof		ea.		
10	37" x 12' red roof		ea.		
11	38" x 12' rib panel iron		ea.		
12	37" x 12' white roof		ea.		
13	14' galvanized corrugated iron (31 gauge)		ea.		
14	38" x 14' rib panel iron		ea.		
15	16' galvanized corrugated iron (31 gauge)		ea.		
16	37" x 16' green roof		ea.		
17	37" x 16' red roof		ea.		
18	38" x 16' rib panel iron		ea.		
19	37" x 16' white roof		ea.		
20	6' galvanized corrugated iron (31 gauge)		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
21	8' galvanized corrugated iron (31 gauge)		ea.		
22	37''' x 8' green roof		ea.		
23	37''' x 8' red roof		ea.		
24	38''' x 8' rib panel iron		ea.		
25	37''' x 8' white roof		ea.		
26	10' corner green		ea.		
27	10' corner red		ea.		
28	10' corner white		ea.		
29	10'6''' eve red		ea.		
30	10'6''' eve white		ea.		
G.) MASONRY CEMENT					
1	Concrete mix (80 lbs.)		ea.		
2	Sand & cement mix (80 lbs.)		ea.		
3	mortar mix (60lbs.)		ea.		
4	lime 50# bag (50lbs.)		ea.		
5	Portland cement (92.59 lbs)		ea.		
6	masonry cement (70.55 lbs)		ea.		
7	white Portland cement (92.59 lbs)		ea.		
8	white masonry cement (70.55 lbs)		ea.		
9	all-purpose sand-70# (70 lbs)		ea.		
H.) FIBER CEMENT					
1	5/16 x 8 1/4 x 12' f/cmnt facia		ea.		
2	5/16 - 4 x 8 8''' oc fiber cement siding		ea.		
3	5/16 - 4 x 8 fiber cement stucco siding		ea.		
4	5/16 - 4 x 8 texture fiber cement siding		ea.		
5	12''' x 12' f/c ceplank classic lap siding		ea.		
6	8 1/4''' x 12' f/c ceplank classic lap siding		ea.		
7	8 1/4''' x 12' f/c hardiplank colonial lap siding		ea.		
8	16" x 12' f/c cedarmill vented hardisoffit		ea.		
9	3 1/2''' x 12' x 7/16''' f/c cemtrim		ea.		
10	7 1/4''' x 12' x 3/4''' f/c rustic hardietrim		ea.		
11	4 x 8 f/c ceplank 8" o.c.		ea.		
12	4' x 8' x 5/16" f/c ceplank cedarmill		ea.		
13	3 1/2" x 12' x 3/4" f/c rustic hardietrim		ea.		
14	5 1/2''' x 12' x 3/4''' f/c rustic hardietrim		ea.		
I.) NAILS					
FINISH NAILS					
1	16d eg finish		LB.		
2	3d eg finish		LB.		
3	8d bright finish		LB.		
4	4d eg finish		LB.		
5	3d bright finish		LB.		
6	4d bright finish		LB.		
7	16d bright finish		LB.		
8	6d bright finish		LB.		
9	6d hg finish		LB.		
10	8d eg finish		LB.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
ROOFING NAILS					
11	large tincaps		LB.		
12	1-1/2" eg roofing nails		LB.		
13	1-1/4" eg roofing nails		LB.		
14	1-3/4" plastic cap nail		LB.		
15	1-3/4" eg rs neo roofing nail		LB.		
16	1" eg roofing nails		LB.		
17	2" eg roofing nails		LB.		
18	3/4" grip cap-plastic roofing		LB.		
19	3/4" eg roofing nails		LB.		
20	1-3/4" brt rs lead head roofing		LB.		
21	1-3/4" neoprene washer roofing nails		LB.		
22	1 1/2" ths flu masonry		LB.		
23	12 x 1-1/2" galv hwh s/d w/neo-washer		LB.		
24	12-14 x 2" galv hwh s/d w/neo-washer		LB.		
25	2 1/2" ths flu masonry		LB.		
SHEETROCK NAILS					
26	1 3/8" sheetrock galvanized nails		LB.		
GALVANIZED NAILS					
27	16d hg box		LB.		
28	16d hg common		LB.		
29	6d hg box		LB.		
30	6d hg common		LB.		
31	8d hg box		LB.		
32	8d hg common		LB.		
REGULAR NAILS					
33	16d bright box		LB.		
34	16d bright common		LB.		
35	30d bright common		LB.		
36	60d bright common		LB.		
37	6d bright box		LB.		
38	6d bright common		LB.		
39	8d bright box		LB.		
40	8d bright common		LB.		
41	8d duplex nails		LB.		
42	10d coated sinker		LB.		
43	12d coated sinker		LB.		
44	16d bright duplex nails		LB.		
45	16d coated sinker		LB.		
46	8d coated sinker		LB.		
J.) WEDGE ANCHOR					
1	1/2 x 2-3/4" wedge anchor		ea.		
2	1/2 x 3-3/4" wedge anchor		ea.		
3	1/2 x 4-1/2" wedge anchor		ea.		
4	1/2 x 5-1/2" wedge anchor		ea.		
5	1/2 x 7" wedge anchor		ea.		
6	1/4 x 1-3/4" wedge anchor		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
7	1/4 x 2-1/4" wedge anchor		ea.		
8	1/4 x 3-1/4" wedge anchor		ea.		
9	3/8 x 2-1/4" wedge anchor		ea.		
10	3/8 x 3" wedge anchor		ea.		
11	3/8 x 3-3/4" wedge anchor		ea.		
12	3/8 x 5" wedge anchor		ea.		
13	5/8 x 3-1/2" wedge anchor		ea.		
14	5/8 x 4 1/2" wedge anchor		ea.		
15	5/8 x 5" wedge anchor		ea.		
16	5/8 x 6" wedge anchor		ea.		
17	5/8 x 7" wedge anchor		ea.		
K.) SCREWS					
EXTERIOR SREWS					
1	1 1/4" primeguard ten exterior screws 1lb		ea.		
2	1 1/4" primeguard ten exterior screws 5lb		ea.		
3	1 5/8" primeguard ten exterior screws 1lb		ea.		
4	1 5/8" primeguard ten exterior screws 5lb		ea.		
5	1 5/8" primeguard ten exterior screws 5m		ea.		
6	1 5/8" exterior screws 25 lbs.		ea.		
7	2" primeguard ten exterior screws 1lb		ea.		
8	2" primeguard ten exterior screws 5lb		ea.		
9	2 1/2" primeguard ten exterior screws 1lb		ea.		
10	2 1/2" primeguard ten exterior screws 5lb		ea.		
11	3" primeguard ten exterior screws 1lb		ea.		
12	3" primeguard ten exterior screws 5lb		ea.		
13	3" primeguard ten exterior screws 2m (25 lbs)		ea.		
14	3 1/2" primeguard ten exterior screws 1lb		ea.		
15	3 1/2" primeguard ten exterior screws 5lb		ea.		
DRYWALL SCREWS					
16	1-1/4" coarse thread drywall screws 25lb		ea.		
17	1-5/8" coarse thread drywall screws 25 lbs		ea.		
18	2" coarse thread drywall screws 25 lbs		ea.		
19	2-1/2" coarse thread drywall screws 25 lbs.		ea.		
20	3" coarse thread drywall screws 25 lbs		ea.		
21	1" coarse thread drywall screws 1lb		ea.		
22	1-1/8" coarse thread drywall screws 1lb		ea.		
23	1-1/4" coarse thread drywall screws 1lb		ea.		
24	1-5/8" coarse thread drywall screws 1lb		ea.		
25	2" coarse thread drywall screws 1lb		ea.		
26	2-1/2" coarse thread drywall screws 1lb		ea.		
27	3" coarse thread drywall screws 1lb		ea.		
28	1" coarse thread drywall screws 5lbs		ea.		
29	1-1/8" coarse thread drywall screws 1lb		ea.		
30	1-1/4" coarse thread drywall screws 5lbs		ea.		
31	1-5/8" coarse thread drywall screws 5lbs		ea.		
32	2" coarse thread drywall screws 5lbs		ea.		
33	2-1/2" coarse thread drywall screws 5lb		ea.		
34	3" coarse thread drywall screws 5lbs		ea.		
35	3-1/2" coarse thread drywall screws 5lbs		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
36	3-1/2" coarse thread drywall screws 1lb		ea.		
L.) COMMERCIAL TILE					
1	vct-1/8" 12" x 12" commercial shadow blue 45sf		ea.		
2	vct-1/8" 12" x 12" commercial cool wht 45sf		ea.		
3	vct-1/8" 12" x 12" commercial tile 45sf		ea.		
4	vct-1/8" 12" x 12" commercial tile 45sf		ea.		
5	vct-1/8" 12" x 12" commercial tile black 45sf		ea.		
6	vct-1/8" 12" x 12" commercial tile white 45sf		ea.		
7	vct-1/8" 12x12 commercial sandy beach 45sf		ea.		
8	vct-1/8" 12x12 commercial ivory 45sf		ea.		
9	vct-1/8" 12" x 12" commercial cique wht 45sf		ea.		
10	vct-1/8" 12" x 12" commercial jubilee wht 45sf		ea.		
11	vct-1/8" 12x12 commercial imperial nougat 45sf		ea.		
12	vct-1/8" 12x12 commercial chocolate 45sf		ea.		
M.) INSULATION					
1	r13 x 15 insulation (88.12sq ft/bag)		ea.		
2	r13 x 23 insulation (120.11sq ft/roll)		ea.		
3	r30 x 16 insulation (53.33sq ft/roll)		ea.		
4	r30 x 24 insulation (80 sq ft/roll)		ea.		
5	r11 x 15 insulation (88.12 sq ft/roll)		ea.		
6	r11 x 15 ins mini roll (50 sq ft)		ea.		
7	r11 x 15 mini-roll insulation(40sq ft/roll)		ea.		
8	r11 x 23 insulation (135.12 sq ft/roll)		ea.		
9	r19 x 15 insulation(48.96 sq ft/roll)		ea.		
10	r19 x 23 insulation(75.07 sq ft/roll)		ea.		
N.) MOLDING					
FJ MOLDING					
1	14' fj 2 1/8 colonial trim m-acol218fj		ea.		
2	7' fj 2 1/8 colonial trim		ea.		
3	10' 2-1/8" hw wedge case a		ea.		
4	14' 2-1/8" hw wedge case a		ea.		
5	7' 2-1/8" hw wedge case a		ea.		
ASH MOLDING					
6	1 x 1 1/2"-8' ash rail		ea.		
7	1 x 2-ash #1 s4s		LN. FT.		
8	1" x 2 1/2"-8' ash rail		ea.		
9	ash rail 1 x 2" - 8ft.		ea.		
10	ash rail 2 1/2" x 8'		ea.		
11	1" x 2" -8' ash rail		ea.		
12	ash rail 3" x 8'		ea.		
13	1" x 3" -8' ash rail		ea.		
14	1 x 4 - ash #1 s4s		LN. FT.		
15	1" x 4" -8' ash rail		ea.		
16	1 x 6 - ash - #1 s4s		LN. FT.		
17	1" x 6" -8' ash rail		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
18	1 x 8 - ash - #1 s4s		LN. FT.		
19	1" x 8" - 8' ash rail		ea.		
20	ash crown 4 1/4" x 8'		ea.		
21	ash crown 2 7/8" x 8'		ea.		
22	ash crown 1 5/8" x 8'		ea.		
23	ash pm6 3/4" x 8'		ea.		
24	ash fluted 5 1/4" x 8'		ea.		
25	ash fluted 3 1/2" x 8'		ea.		
26	ash lip 1 5/8" x 8'		ea.		
27	ash lip 1 1/4" x 8'		ea.		
28	ash 8' door stop		ea.		
29	ash o/corner 3/4" x 8'		ea.		
30	ash core 3/4" x 8'		ea.		
31	ash rail 2" x 8'		ea.		
32	ash rail 2 1/2" x 8'		ea.		
33	ash rail 3" x 8'		ea.		
34	ash pm7 x 8'		ea.		
35	ash o/corner 1" x 8'		ea.		
36	ash base 3 1/2" x 8'		ea.		
37	ash base 2 1/2" x 8'		ea.		
38	ash rail 1 1/2" x 8'		ea.		
39	tm40 7' 2 1/4 ash col case		ea.		
40	ash pm1 x 8'		ea.		
41	8' x 3/4 ash screen 45" moulding		ea.		
42	ash ch/rail 5 1/4" x 8'		ea.		
43	ash 8' x 3/4 qt rnd moulding		ea.		
44	ash ch/mould 3 1/2" x 8'		ea.		
45	4 1/8 x 8' ash dentil crown		ea.		
46	4 1/8 x 8' ash rope crown moulding		ea.		
47	3/4 x 8' ash rope moulding		ea.		
48	3/4 x 8' ash dentil moulding		ea.		
49	4 1/8 x 8' ash crown		ea.		
50	3 1/4 x 8' ash rope crown moulding		ea.		
O.) STAIN / GLOSS					
1	gal. cherry 116		ea.		
2	gal. dk. mahogany 118		ea.		
3	gal. salem maple 110		ea.		
4	1gl colonial pine stain		ea.		
5	quick dry zar gal. 20413		ea.		
6	gal. modern walnut 115		ea.		
7	gal. walnut 111		ea.		
8	gal. fruitwood 113		ea.		
9	oil-based wood 114 prov 1gal		ea.		
10	gal. modern walnut 115		ea.		
11	honey maple 1gl		ea.		
12	gal mocha wood stain 11913		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
13	gal teak natural 120		ea.		
14	wood stain 123 moorish teak		ea.		
15	wood stain 124 rosewood		ea.		
16	wood stain early American		ea.		
17	wood stain aged varnish		ea.		
18	1gl wood stain driftwood		ea.		
19	white oak 1gl		ea.		
20	gal. Spanish oak 138		ea.		
21	gal. country white 13913		ea.		
22	gal merlot wood stain 14013		ea.		
23	gal black onyx black 12113		ea.		
24	gal zar ultra Max omu gloss		ea.		
25	zar ultra max satin gl. 36213		ea.		
26	ultra semi-gloss zar 33013		ea.		
27	ultra clear gloss (1gal) 32813		ea.		
28	interior/exterior clear base alkyd gloss (dp58157)		ea.		
29	Interior/exterior white alkyd gloss (dp58101) 1 gal.		ea.		
30	Interior/exterior black alkyd gloss (dp58103) 1 gal.		ea.		
31	Interior/exterior safety red alkyd gloss (dp58106) 1 gal.		ea.		
32	interior/exterior high hide base alkyd gloss (dp58149)		ea.		
33	Interior/exterior deep base alkyd gloss (dp58153) 1 gal.		ea.		
34	interior/exterior ultra deep base alkyd gloss (dp58155)		ea.		
35	zar wood patch oak pt 31041		ea.		
36	zar wood patch 1/2pt 30906		ea.		
37	zar wood patch 1pt. 30911		ea.		
38	qt zar neutral wood patch 30912		ea.		
39	qt. red oak wood patch 31012		ea.		
P.) PAINT / PRIMER					
1	Interior/exterior - white base (dr23649) 1 gal.		ea.		
2	Interior/exterior - white base (dr23649) 5 gal.		ea.		
3	bar-ox shop & field alkyd metal primer red oxi dp27118)		ea.		
4	primer drywall- (drn54301) 5gal		ea.		
5	primer kilz 2 latex 5gl		ea.		
6	primer kilz 2 latex gl		ea.		
Q.) PAINT THINNER / REMOVER					
1	paint thinner in plastic can		ea.		
2	qt semi-paste paint remover		ea.		
3	gal semi-paste paint remover		ea.		
4	qt creamy paint stripper		ea.		
5	gal creamy paint stripper		ea.		
6	qt acetone thinner		ea.		
7	gal acetone thinner		ea.		
8	xylol solvent/toluene sub qt		ea.		
9	gal xylol solvent/toluene sub		ea.		
10	denatured alcohol thinner		ea.		
11	denatured alcohol thinner		ea.		
12	qt vmp naphtha thinner		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
13	gal vmp naphtha thinner		ea.		
14	qt gum turpentine		ea.		
15	gal gum turpentine		ea.		
16	quart mek thinner		ea.		
17	18oz int/ext paint stripper		ea.		
18	semi-paste adhesive remover		ea.		
19	18oz. graffiti remover egal66		ea.		
20	grafitti remover can		ea.		
21	qt lacquer thinner		ea.		
22	gal lacquer thinner		ea.		
23	qt sprayable paint remover		ea.		
24	gal paint remover spray		ea.		
25	phosphoric prep & etch gallon		ea.		
26	mineral spirits quart odorless		ea.		
27	mineral spirits odorless		ea.		
R.) PAINT BRUSHES & ACCESSORIES					
1	rc142 1/4" nap		ea.		
2	rc143 3/8" nap		ea.		
3	rc144 1/2" nap		ea.		
4	rc145 3/4 nap		ea.		
5	rc146 1" nap		ea.		
6	rc147 1 1/4" nap		ea.		
7	1/2" chip brush white bristle		ea.		
8	1" chip brush white bristle		ea.		
9	1.5 chip brush white china		ea.		
10	2" chip brush white china		ea.		
11	2.5 chip brush white china		ea.		
12	3" chip brush white china		ea.		
13	4" chip paint brush		ea.		
14	3" poly blend brush		ea.		
15	1-1/2 poly blend brush		ea.		
16	2" poly blend brush		ea.		
17	2-1/2" all paints brush		ea.		
18	4" poly blend brush		ea.		
19	1-1/2 2160 poly blend brush		ea.		
20	2" 2160 poly blend brush		ea.		
21	2-12" 2160 poly blend brush		ea.		
22	3in sash brush angular		ea.		
23	1" 2163 poly blend brush		ea.		
24	2" 2168 poly blend brush		ea.		
25	3" 3/16 wap roller		ea.		
26	11" mini roller		ea.		
27	rc100 3/16" nap roller		ea.		
28	mr100 4" fabric 2pk refill		ea.		
29	6" twin pack fabric		ea.		
30	shoe handle wire brush 300		ea.		
31	300sc cp wire brush		ea.		
32	3" mini roller & tray set rs300		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
33	mr300 4"" fabric refill		ea.		
34	3"" trim roller w/frame		ea.		
35	4"" 2pack paint roller cover mr300-2		ea.		
36	6"" 2pack paint roller cover (white) mr300-2		ea.		
S.) ADHESIVES					
1	gal muriatic acid		ea.		
2	carp. wood glue 4fl. oz		ea.		
3	carp. wood glue 8fl. oz		ea.		
4	carp. wood glue 16fl. oz		ea.		
5	carp. wood glue qt.		ea.		
6	carp. wood glue gal.		ea.		
7	concrete bonder qt. bottle		ea.		
8	projects construction adhesive 10oz (liquid nails)		ea.		
9	10.5oz pan mol adhesive		ea.		
10	heavy duty adhesive 10oz (liquid nails)		ea.		
11	white 100% silicone 0816		ea.		
12	caulking gun, 1/10 ratchet		ea.		
13	series 6000 1/10 smooth caulking gun		ea.		
14	series 6004p 1/10 smooth rotating barrel caulking gun		ea.		
15	10.1oz gp white acrylic caulk 0736		ea.		
16	5gl galv. bucket grid		ea.		
17	odorless contact cement (lifetime)		1 gal		
18	500 contact cement		1 gal		
T.) SANDPAPER					
1	wet or dry tri-m-ite		ea.		
2	3m garnet paper coat 220A		ea.		
3	wet or dry tri-m-ite		ea.		
4	9"" x 11"" sheet garnet paper 180A		ea.		
5	wet or dry tri-m-ite a&c		ea.		
6	110n sandpaper		ea.		
7	wet & dry sandpaper		ea.		
8	3m garnet paper 9 x 11 120c		ea.		
9	9 x 11"" sheet wet or dry		ea.		
10	3m garnet paper open coat 100c		ea.		
11	garnet paper 9 x 11 80d		ea.		
12	3m garnet paper open coat 50c		ea.		
U.) SHEETROCK & ACCESSORIES					
SHEETROCK					
1	4 x 8 1/2"" sheetrock		ea.		
2	4 x 8 1/2"" moist resistant sheetrock		ea.		
3	4 x 8 1/2"" import sheetrock		ea.		
4	4 x 8 1/4"" sheetrock		ea.		
5	4 x 8 3/8"" sheetrock		ea.		
6	4 x 8 5/8"" fire code sheetrock		ea.		
ACCESSORIES					
7	48lb/box joint compound / ready mix		ea.		
8	murco m-700 3 3/4gal/box ready mix / joint compound		ea.		
9	3.5gal/box lightweight joint compound / ready mix		ea.		
10	gal light spackling compound		ea.		
11	1/2 pint one time spackling		ea.		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
12	1 quart one time spackling		ea.		
13	1 pint one time spackling		ea.		
14	plast drywall pole sander		ea.		
15	spray texture 20oz.		ea.		
16	20oz. spray knockdown		ea.		
17	16oz. can acoustic texture		ea.		
18	#4092 water base spr/text 10oz		ea.		
19	popcorn ceiling texture 14oz		ea.		
20	homax wall texture oil based 25oz		ea.		
21	homax wall texture water based 25oz		ea.		
22	triple exp foam 12oz.		ea.		
23	standard plastic drop sheet 9' x 12'		ea.		
24	commercial door handles (closet, hall, entry, ADA),		ea.		
V.) LAMINATING COUNTER TOP					
1.	4 x 8 Formica (standard)		SF		
2.	4x 10 Formica		SF		
3.	4x 12 Formica		SF		
4.	4x8 Formica (special order)		SF		
5.	4x 10 Formica (special order)		SF		
6.	4x 12 Formica (special order)		SF		
W.) CEILING TILE					
1.	2x2' - #934A		per bx		
2.	2x4' - #942		per bx		
3.	¾" wall angle		ea		
X.) ROOFING MATERIALS					
<i>GACODECK or equivalent</i>					
1.	GacoDeck Kit-Oyster w/Filler		3.5 gal.		
2.	GacoDeck Kit-Pewter w/Filler		3.5 gal		
3.	GacoDeck Kit-Shale w/Filler		3.5 gal		
4.	GacoDeck Kit-Adobe w/Filler		3.5 gal		
5.	GacoDeck Kit-Sedona w/Filler		3.5 gal		
6.	GacoDeck Kit-Desert w/Filler		3.5 gal		
7.	GacoDeck Kit Top Coat-Oyster		gal		
8.	GacoDeck Kit Top Coat-Pewter		gallon		
9.	GacoDeck Kit Top Coat-Shale		gallon		
10.	GacoDeck Kit Top Coat-Adobe		gallon		
11.	GacoDeck Kit Top Coat-Sedona		gallon		
12.	GacoDeck Kit Top Coat-Desert		gallon		
13.	GacoDeck Kit Top Coat-Oyster		5 gallon		
14.	GacoDeck Kit Top Coat-Pewter		5 gallon		
15.	GacoDeck Kit Top Coat-Shale		5 gallon		
16.	GacoDeck Kit Top Coat-Adobe		5 gallon		
17.	GacoDeck Kit Top Coat-Sedona		5 gallon		
18.	GacoDeck Kit Top Coat-Desert		5 gallon		
19.	GacoDeck Primer		gallon		
20.	GacoGrip Texture Granules		16 oz.		
			50 lbs.		
21.	GacoDeck Tape		4"x120' roll		
22.	GacoDeck Fill		10 oz Tube		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
<i>GACOROOF or equivalent</i>					
23.	GacoRoof Silicone Roof Ctg-White		gallon		
			5 gallon		
24.	GacoRoof Silicone Roof Ctg-Gray		gallon		
			5 gallon		
25.	GacoRoof Silicone Roof Ctg-Green		5 gallon		
26.	GacoRoof Silicone Roof Ctg-Light Tan		5 gallon		
27.	GacoRoof Silicone Roof Ctg-Rustic		5 gallon		
28.	GacoRoof Silicone Roof Ctg-Medium Blue		5 gallon		
29.	GacoRoof Silicone Roof Ctg-Black		5 gallon		
30.	GacoRoof Silicone Roof Ctg-Brown		5 gallon		
31.	GacoRoof Silicone Roof Ctg-Red		5 gallon		
32.	Liquid Roof Tape		gallon		
			5 gallon		
33.	GacoRoof Test Kit-4oz.		4 oz. can		
34.	GacoRoof Colorant-Black		pint-8 oz		
35.	GacoRoof Colorant-Mojave		pint-16 oz		
36.	GacoRoof Tape (self-adhesive)		2"x 50'		
<i>COMPLIANT</i>					
37.	GacoRoof Silicone Roof Ctg-White		gallon		
			5 gallon		
38.	GacoRoof Silicone Roof Ctg-Gray		gallon		
			5 gallon		
39.	GacoRoof Silicone Roof Ctg-Green		5 gallon		
40.	Silicone Solvent VOC Compliant		5 gallon		
<i>S20 SERIES or equivalent</i>					
41.	2-Part Epoxy Primer/Filler Kit		2 gallon kit		
42.	2-Part Epoxy Primer/Filler Kit Part A		5 gallon		
43.	2-Part Epoxy Primer/Filler Kit Part B		5gallon		
44.	WalkPad Solvent-Free Silicone Walkway		5 gallon		
45.	WalkPad Granules		1.5 lb Jar		
46.	Silicone Solvent		gallon		
			5gallon		
47.	GacoWash Concentrated Cleaner		quart		
48.	GacoWash Concentrated Cleaner		gallon		
			5gallon		
49.	66S Reinforcing Polyester Mesh 4"x300'		4"x300' roll		
50.	66S Reinforcing Polyester Mesh 6"x300'		6"x300' roll		
51.	White-Solvent-Free 100% Silicone Coating		5 gallon		
			55 gallon		
			275 gal tote		
52.	Gray- Solvent-Free 100% Silicone Coating		5 gallon		
			55 gallon		
53.	Tan-Solvent-Free 100% Silicone Coating		5 gallon		
			55 gallon		
54.	SeamSeal Solvent-Free Silicone Sealant		gallon		
			5 gallon		
55.	GacoFlash Foam 3 lb sprayed Polyurethane Foam		41 lb. kit		
<i>GACOFLEX COMMERCIAL or equivalent</i>					
56.	Gacocrete		gallon		
			5 gallon		
57.	Waterbased White Acrylic		5 gallon		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
			55 gal drum		
58.	Waterbased Gray Acrylic		5 gallon		
			55 gal drum		
59.	Oyster Acrylic Coating (VOC Compliant)		gallon		
			5 gallon		
60.	Pewter Acrylic Coating (VOC Compliant)		gallon		
			5 gallon		
61.	Shale Acrylic Coating (VOC Compliant)		gallon		
			5 gallon		
62.	Adobe Acrylic Coating (VOC Compliant)		gallon		
			5 gallon		
63.	Black Acrylic Prime		5 gallon		
			55 gallon drum		
64.	100% Solids 2-Part Epoxy Primer Pt A		gallon		
65.	100% Solids 2-Part Epoxy Primer Pt B		quart		
66.	Urethane w/Pfg Membrane KIT A+B Horizontal		5 gallon		
			gallon		
67.	Urethane w/Pfg Membrane KIT A+B Vertical		5 gallon		
			gallon		
68.	Urethane Membrane Pt B-QUART CAN		qt		
69.	Urethane Membrane Pt B-8 oz Jar		8 oz jar		
70.	Alum Neoprene Coating		5 gallon		
71.	Thinner & Cleaner		gallon		
			5 gallon		
72.	Urethane Coating Thinner		gallon		
			5 gallon		
73.	Urethane Coating Trowel Thinner		gallon		
			5 gallon		
74.	Urethane Coating Accelerator (for 10 gal batch)		4 oz jar		
75.	Urethane Primer-Sealer		gallon		
			5 gallon		
76.	Pewter Urethane Ctg Poly Side		gallon		
			5 gallon		
77.	Urethane Ctg Iso Side		gallon		
			5 gallon		
78.	Oyster Aromatic Ure Poly Side		gallon		
			5 gallon		
79.	Pewter Aromatic Ure Poly Side		gallon		
			5 gallon		
80.	Shale Aromatic Ure Poly Side		gallon		
			5 gallon		
81.	Adobe Aromatic Ure Poly Side		gallon		
			5 gallon		
82.	Urethane Coating Iso Side		gallon		
			5 gallon		
83.	Urethane Aliphatic-Poly		gallon		
			5 gallon		
84.	Urethane Aliphatic-Iso		gallon		
			5 gallon		
85.	Regular Ure Base Ctg Poly Side		gallon		
			5 gallon		
86.	Ure Base Ctg Iso Side		gallon		
			5 gallon		

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE	TOTAL PRICE
87.	Shelfil Granules 18/40-50 lb bag		bag		
88.	Shelfil Granules 12/20-50 lb bag		bag		
89.	Shelfil Granules 40/60-50 lb bag		bag		
90.	Polyester Spunbounded Tape 4"x300'		roll		
91.	Polyester Spunbounded Tape 6"x300'		roll		
92.	Polyester Mat 36"x 360'		roll		
93.	1/4 " Scrim Mesh 48" x 100'		roll		
COMPLIANT					
94.	Pewter Urethane Ctg Poly Side VOC Compliant		gallon		
			5 gallon		
95.	Urethane Ctg Iso Side VOC Compliant		gallon		
			5 gallon		
96.	Oyster Aromatic Ure Poly Side VOC Compliant		gallon		
			5 gallon		
97.	Pewter Aromatic Ure Poly Side VOC Compliant		gallon		
			5 gallon		
98.	Shale Aromatic Ure Poly Side VOC Compliant		gallon		
			5 gallon		
99.	Adobe Aromatic Ure Poly Side VOC Compliant		gallon		
			5 gallon		
100.	Urethane Coating Iso Side VOC Compliant		gallon		
			5 gallon		
101.	Regular Ure Base Ctg Poly Side VOC Compliant		gallon		
			5 gallon		
102.	Ure Base Ctg Iso Side VOC Compliant		gallon		
			5 gallon		
103.	Blk Uncured Neoprene Sheet 6"x100'		roll		
104.	Blk Uncured Neoprene Sheet 9"x100'		roll		
105.	Blk Uncured Neoprene Sheet 12"x100'		roll		
106.	Blk Uncured Neoprene Sheet 18"x100'		roll		
107.	Blk Uncured Neoprene Sheet 24"x100'		roll		
108.	Blk Uncured Neoprene Sheet 30"x100'		roll		
109.	Blk Uncured Neoprene Sheet 36"x100'		roll		
110.	Blk Uncured Neoprene Sheet 48"x100'		roll		
111.	Neoprene Adhsv VOC Compliant		gallon		
			5 gallon		

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELL NUMBER: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

RE: HIDALGO COUNTY-CONSTRUCTION BUILDING MATERIALS & RELATED SUPPLIES BID NO 2015-002-SMA

From : Steve Crain <scrain@atlashall.com>

Wed, Oct 15, 2014 07:49 AM

Subject : RE: HIDALGO COUNTY-CONSTRUCTION BUILDING MATERIALS & RELATED SUPPLIES BID NO 2015-002-SMA

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Te draft agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]

Sent: Tuesday, October 14, 2014 5:05 PM

To: Steve Crain

Subject: Fwd: HIDALGO COUNTY-CONSTRUCTION BUILDING MATERIALS & RELATED SUPPLIES BID NO 2015-002-SMA

Mr. Crain:

Please review draft and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>

To: "Rocio. Villarreal" <rocio.villarreal@co.hidalgo.tx.us>

Sent: Monday, October 6, 2014 4:20:02 PM

Subject: HIDALGO COUNTY-CONSTRUCTION BUILDING MATERIALS & RELATED SUPPLIES BID NO 2015-002-SMA

Rocio,

I rec'd the approval of specs from the dept. with no changes. for the above mention

REQUIREMENTS AGREEMENT
C-15-002-00-00

THIS AGREEMENT (the "Agreement") is entered into this ____ day of January, 2015 by and between **VENDOR'S NAME** a Texas Corporation ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Construction Building Materials & Related Supplies,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of six (6) months; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Construction Building Materials & Related Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of (6) six months from January 28, 2015 to July 28, 2015 with the option to renew for (6) six months under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller FOB at Seller's 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. Buyer may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter

shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: VENDOR'S NAME
ADDRESS
CITY, STATE

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.

DRAFT

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

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the

prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

APPROVED BY COMMISSIONERS COURT ON, _____

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

By: _____

Seller:
HIDALGO COUNTY

By: _____

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Buyer:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “A”

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

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EXHIBIT ‘B’

BID PAGE

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EXHIBIT “C”

CERTIFICATE OF INSURANCE

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