



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

February 22, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Bids—*“Construction Building Materials & Related Supplies”*
Bid No: 2016-036-03-09-HGO

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration. If further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo

Enclosures



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

REQUEST FOR BIDS (RFB)

Hidalgo County
“Construction Building Materials & Related Supplies”

RFB NO: 2016-036-03-09-HGO

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The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to heidi.ortiz@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

February 22, 2016
Date

Bid No: 2016-036-03-09-HGO	Buyer: Heidi Garcia Ortiz	Tel. No: (956) 318-2626 Ext. 4877
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REQUEST FOR BIDS

Hidalgo County

“Construction Building Materials & Related Supplies”

BID OPENING DATE: March 9, 2016 @ 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-2016-036-03-09-HGO-“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, March 9, 2016.** **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-2016-036-03-09-HGO-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	March 9, 2016
Award of Contract	2016
Commence Work or Deliver Products	2016

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, 2016, 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-1, 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 that 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 respondent 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**
- **Completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**
- **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT (WHEN APPLICABLE BY STATUTE). QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract

with the business entity. In box 3 of Form 1295, you will provide the RFB No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to Heidi.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) WILL BE INCLUDED IN PACKET AS EXHIBIT "D-2" THIS IS TO INFORM ALL PROSPECTIVE VENDORS OF THE NEW STATUTE (HB23), BECOMING EFFECTIVE ON SEPTEMBER 0, 2015..

FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY. QUESTIONS REGARDING HB23 (FORM CIS) SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) 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.

23) 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.

24) 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.

25) 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.

26) 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.

27) 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.

28) 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 bidders' 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.

29) 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 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.

30) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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.: 2016-036-03-09-HGO

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, Hidalgo County reserves the right to delete any item it considers too expensive.

REQUIRED ITEMS:

The following are the minimum specifications including any special orders (special orders are items not in stock) 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 |

EXHIBIT "A"
Specifications/Requirements
Hidalgo County (all funding sources)
"Construction Building Materials & Related Supplies"
BID NO.: 2016-036-03-09-HGO

TERMS CONDITIONS:

- 1) Term of contract is for a six (6) month period with County's option to renew contract for additional six (6) month term under the same rates and conditions.
- 2) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
- 3) Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to 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 bidder(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 vendors' 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 or email to Heidi.ortiz@co.hidalgo.tx.us no later than, **Wednesday, March 2, 2016, 5:00 pm.** Responses to said inquiries will be sent to all applicants via facsimile or email no later than **Friday, March 4, 2016, 5:00 pm.**

EXHIBIT "B"

Bid Page

Hidalgo County (all funding sources)

"Construction Building Materials & Related Supplies"

BID NO.: 2016-036-03-09-HGO

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

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT 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.	
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.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
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.	
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.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
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' ¾ " 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.	
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.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
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.	
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.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
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 ½ TREATED PLYWOOD		EA.	
36	4 X 8 ¾ TREATED PLYWOOD		EA.	
37	¾ 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.	
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.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
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 ¼ 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 CEMPLANK CLASSIC LAP SIDING		EA.	
6	8 ¼ " X 12' F/C CEMPLANK CLASSIC LAP SIDING		EA.	
7	8 ¼ " X 12' F/C HARDIPLANK COLONIAL LAP SIDING		EA.	
8	16" X 12' F/C CEDARMILL VENTED HARDISOFFIT		EA.	
9	3 ½ " X 12' X 7/16" F/C CEMTRIM		EA.	
10	7 ¼ " X 12' X ¾ " F/C RUSTIC HARDIETRIM		EA.	
11	4 X 8 F/C CEMPLANK 8" O.C.		EA.	
12	4' X 8' X 5/16" F/C CEMPLANK CEDARMILL		EA.	
13	3 ½ " X 12' X ¾ " F/C RUSTIC HARDIETRIM		EA.	
14	5 ½ " X 12' X ¾ " F/C RUSTIC HARDIETRIM		EA.	
I.) NAILS				
<i>FINISH NAILS</i>				
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.	
<i>ROOFING NAILS</i>				
11	LARGE TINCAPS		LB.	
12	1- ½ " EG ROOFING NAILS		LB.	
13	1- ¼ " EG ROOFING NAILS		LB.	
14	1- ¾ " PLASTIC CAP NAIL		LB.	
15	1- ¾ " EG RS NEO ROOFING NAIL		LB.	
16	1" EG ROOFING NAILS		LB.	
17	2" EG ROOFING NAILS		LB.	
18	¾ " GRIP CAP-PLASTIC ROOFING		LB.	
19	¾ " EG ROOFING NAILS		LB.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
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.	
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				

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
EXTERIOR SCREWS				
1	1 ¼ " PRIMEGUARD TEN EXTERIOR SCREWS 1LB		EA.	
2	1 ¼ " 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 ½ " PRIMEGUARD TEN EXTERIOR SCREWS 1LB		EA.	
10	2 ½ " 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 ½ " PRIMEGUARD TEN EXTERIOR SCREWS 1LB		EA.	
15	3 ½ " PRIMEGUARD TEN EXTERIOR SCREWS 5LB		EA.	
DRYWALL SCREWS				
16	1- ¼ " 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- ½ " 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- ¼ " 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- ½ " 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 5LB		EA.	
30	1- ¼ " 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	2-½ " COARSE THREAD DRYWALL SCREWS 5LB		EA.	
34	3" COARSE THREAD DRYWALL SCREWS 5LBS		EA.	
35	3-½ " COARSE THREAD DRYWALL SCREWS 5LBS		EA.	
36	3-½ " COARSE THREAD DRYWALL SCREWS 1 LB		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.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
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 ½ "-8' ASH RAIL		EA.	
7	1 X 2-8' ASH RAIL		EA.	
8	1"X 2 ½ "-8' ASH RAIL		EA.	
9	1 X 3- 8' ASH RAIL		EA.	
10	1 X 4-8' ASH RAIL		EA.	
11	1 X 6-8' ASH RAIL		EA.	
12	1 X 8-8 ASH RAIL		EA.	
13	1 X 1 ½ -8' OAK RAIL		EA.	
14	1 X 2 - 8 OAK RAIL		EA.	
15	1 X 2 ½ -8 OAK RAIL		EA.	
16	1 X 3 - 8 OAK RAIL		EA.	
17	1 X 4 - 8 OAK RAIL		EA.	
18	1 X 6 - 8 OAK RAIL		EA.	
19	1 X 8 - 8 OAK RAIL		EA.	
20	ASH CROWN 4 ¼ " X 8'		EA.	
21	ASH CROWN 2 7/8 " X 8'		EA.	
22	ASH CROWN 1 5/8 " X 8'		EA.	
23	ASH PM6 ¾ " X 8'		EA.	
24	ASH FLUTED 5 ¼ " X 8'		EA.	
25	ASH FLUTED 3 ½ " X 8'		EA.	
26	ASH LIP 1 5/8 " X 8'		EA.	
27	ASH LIP 1 ¼ " X 8'		EA.	
28	ASH 8' DOOR STOP		EA.	
29	ASH O/CORNER ¾ " X 8'		EA.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
30	ASH CORE ¾ " X 8'		EA.	
31	ASH RAIL 2" X 8'		EA.	
32	ASH RAIL 2 ½ " X 8'		EA.	
33	ASH RAIL 3" X 8'		EA.	
34	ASH PM 7 X 8'		EA.	
35	ASH O/CORNER 1" X 8' ¾		EA.	
36	ASH BASE 3 ½ " X 8'		EA.	
37	ASH BASE 2 ½ " X 8'		EA.	
38	ASH RAIL 1 ½ " X 8'		EA.	
39	TM 40 7' 2 ¼ ASH COL CASE		EA.	
40	ASH PM 1 X 8'		EA.	
41	8' X ¾ ASH SCREEN 45" MOULDING		EA.	
42	ASH CH/RAIL 5 ¼ " X 8'		EA.	
43	ASH 8' X ¾ QT RND MOULDING		EA.	
44	ASH CH/MOULD 3 ½ " 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	¾ X 8' ASH ROPE MOULDING		EA.	
48	¾ X 8' ASH DENTIL MOULDING		EA.	
49	4 1/8 X 8' ASH CROWN		EA.	
50	3 ¼ 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.	
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	1 GL 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.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
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 ½ PT 30906		EA.	
37	ZAR WOOD PATCH 1 PT. 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) 5 GAL		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.	
13	GAL VMP NAPHTHA THINNER		EA.	
14	QT GUM TURPENTINE		EA.	
15	GUM TURPENTINE GAL		EA.	
16	QUART MEK THINNER		EA.	
17	18 oz INT/EXT PAINT STRIPPER		EA.	
18	SEMI-PASTE ADHESIVE REMOVER		EA.	
19	18OZ. GRAFFITI REMOVER EGA166		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.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
R.) PAINT BRUSHES & ACCESSORIES				
1	RC142 ¼ " NAP		EA.	
2	RC143 3/8" NAP		EA.	
3	RC144 ½ " NAP		EA.	
4	RC145 ¾" NAP		EA.	
5	RC146 1" NAP		EA.	
6	RC147 1 ¼ " NAP		EA.	
7	½ " 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- ½ POLY BLEND BRUSH		EA.	
16	2" POLY BLEND BRUSH		EA.	
17	2- ½ " ALL PAINTS BRUSH		EA.	
18	4" POLY BLEND BRUSH		EA.	
19	1-½ 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.	
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.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
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				
<i>SHEETROCK</i>				
1	4 X 8 ½ " SHEETROCK		EA.	
2	4 X 8 ½ " MOIST RESISTANT SHEETROCK		EA.	
3	4 X 8 ½ " IMPORT SHEETROCK		EA.	
4	4 X 8 ¼ " SHEETROCK		EA.	
5	4 X 8 3/8" SHEETROCK		EA.	
6	4 X 8 5/8" FIRE CODE SHEETROCK		EA.	
<i>ACCESSORIES</i>				
7	48LB/BOX JOINT COMPOUND / READY MIX		EA.	
8	MURCO M-700 3 ¼ GAL/BOX READY MIX / JOINT COMPOUND		EA.	
9	3.5 GAL/BOX LIGHTWEIGHT JOINT COMPOUND / READY MIX		EA.	
10	GAL LIGHT SPACKLING COMPOUND		EA.	
11	½ PINT ONE TIME SPACKLING		EA.	
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 10 oz		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 (Formica)				
1.	4 X 8 ANTIQUE ROCA LAMINATE SHEET		EA.	
2.	4 X 8 BLACK MATTE LAMINATE SHEET		EA.	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
3.	4 X 8 BLACKSTAR GRANITE LAMINATE SHEET		EA.	
4.	4 X 8 BRONZED FUSION LAMINATE SHEET		EA.	
5.	4 X 8 MILANO BROWN LAMINATE SHEET		EA.	
6.	4 X 8 MILANO BLAZE LAMINATE SHEET		EA.	
7.	4 X 8 MADURA GARNET LAMINATE SHEET		EA.	
8.	4 X 8 MADURA PEARL LAMINATE SHEET		EA.	
9.	4 X 8 TRUSS MAPLE LAMINATE SHEET		EA.	
10.	4 X 8 TUMBLED ROCA LAMINATE SHEET		EA.	
11.	4 X 8 FROSTY WHITE LAMINATE SHEET		EA.	
12.	4 X 8 WILD CHERRY LAMINATE SHEET		EA.	
W.) CEILING TILE				
1.	2 X 2' (65 sq. ft)		PER BX	
2.	2 X 4' (64 sq. ft)		PER BX	
3.	12 ' WALL ANGLE ¾"		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		GALLON	
8.	GACODECK KIT TOP COAT-OYSTER		5 GALLON	
9.	GACODECK KIT TOP COAT-PEWTER		GALLON	
10.	GACODECK KIT TOP COAT-PEWTER		5 GALLON	
11.	GACODECK KIT TOP COAT-SHALE		GALLON	
12.	GACODECK KIT TOP COAT-SHALE		5 GALLON	
13.	GACODECK KIT TOP COAT-ADOBE		GALLON	
14.	GACODECK KIT TOP COAT-ADOBE		5 GALLON	
15.	GACODECK KIT TOP COAT-SEDONA		GALLON	
16.	GACODECK KIT TOP COAT-SEDONA		5 GALLON	
17.	GACODECK KIT TOP COAT-DESERT		GALLON	
18.	GACODECK KIT TOP COAT-DESERT		5 GALLON	
19.	GACODECK PRIMER		GALLON	
20.	GACOG RIP TEXTURE GRANULES		16 OZ.	
21.	GACOG RIP TEXTURE GRANULES		50 LBS.	
22.	GACODECK TAPE		4"X120"ROLL	
23.	GACODECK FILL		10 OZ	
<i>GACOROOF or equivalent</i>				
24.	GACOROOF SILICONE ROOF CTG-WHITE		GALLON	
25.	GACOROOF SILICONE ROOF CTG-WHITE		5 GALLON	
26.	GACOROOF SILICONE ROOF CTG-GRAY		GALLON	
27.	GACOROOF SILICONE ROOF CTG-GRAY		5 GALLON	
28.	GACOROOF SILICONE ROOF CTG-GREEN		5 GALLON	
29.	GACOROOF SILICONE ROOF CTG-LIGHT TAN		5 GALLON	
30.	GACOROOF SILICONE ROOF CTG-RUSTIC		5 GALLON	
31.	GACOROOF SILICONE ROOF CTG-MEDIUM BLUE		5 GALLON	
32.	GACOROOF SILICONE ROOF CTG-BLACK		5 GALLON	
33.	GACOROOF SILICONE ROOF CTG-BROWN		5 GALLON	
34.	GACOROOF SILICONE ROOF CTG-RED		5 GALLON	
35.	LIQUID ROOF TAPE		GALLON	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
36.	LIQUID ROOF TAPE		5 GALLON	
37.	GACOROOF TEST KIT-4OZ.		4 OZ. CAN	
38.	GACOROOF COLORANT-BLACK		PINT-8 OZ	
39.	GACOROOF COLORANT-MOJAVE		PINT-16 OZ	
40.	GACOROOF TAPE (SELF-ADHESIVE)		2"X 50'	
COMPLIANT				
41.	GACOROOF SILICONE ROOF CTG-WHITE		GALLON	
42.	GACOROOF SILICONE ROOF CTG-WHITE		5 GALLON	
43.	GACOROOF SILICONE ROOF CTG-GRAY		GALLON	
44.	GACOROOF SILICONE ROOF CTG-GRAY		5 GALLON	
45.	GACOROOF SILICONE ROOF CTG-GREEN		5 GALLON	
46.	SILICONE SOLVENT VOC COMPLIANT		5 GALLON	
S20 SERIES or equivalent				
47.	2-PART EPOXY PRIMER/FILLER KIT		2 gallon kit	
48.	2-PART EPOXY PRIMER/FILLER KIT PART A		5 gallon	
49.	2-PART EPOXY PRIMER/FILLER KIT PART B		5gallon	
50.	WALKPAD SOLVENT-FREE SILICONE WALKWAY		5 gallon	
51.	WALKPAD GRANULES		1.5 lb Jar	
52.	SILICONE SOLVENT		gallon	
53.	SILICONE SOLVENT		5gallon	
54.	GACOWASH CONCENTRATED CLEANER		quart	
55.	GACOWASH CONCENTRATED CLEANER		gallon	
56.	GACOWASH CONCENTRATED CLEANER		5gallon	
57.	66S REINFORCING POLYESTER MESH 4"X300'		4"x300' roll	
58.	66S REINFORCING POLYESTER MESH 6"X300'		6"x300' roll	
59.	WHITE-SOLVENT-FREE 100% SILICONE COATING		5 gallon	
60.	WHITE-SOLVENT-FREE 100% SILICONE COATING		55 gallon	
61.	GRAY- SOLVENT-FREE 100% SILICONE COATING		5 gallon	
62.	GRAY- SOLVENT-FREE 100% SILICONE COATING		55 gallon	
63.	TAN-SOLVENT-FREE 100% SILICONE COATING		5 gallon	
64.	TAN-SOLVENT-FREE 100% SILICONE COATING		55 gallon	
65.	SEAMSEAL SOLVENT-FREE SILICONE SEALANT		gallon	
66.	SEAMSEAL SOLVENT-FREE SILICONE SEALANT		5 gallon	
67.	GACOFASH FOAM 3 LB SPRAYED POLYURETHANE FOAM		41 lb. kit	
GACOFLEX COMMERCIAL or equivalent				
68.	GACOCRETE		gallon	
69.	GACOCRETE		5 gallon	
70.	WATERBASED WHITE ACRYLIC		5 gallon	
71.	WATERBASED WHITE ACRYLIC		55 gal drum	
72.	WATERBASED GRAY ACRYLIC		5 gallon	
73.	WATERBASED GRAY ACRYLIC		55 gal drum	
74.	OYSTER ACRYLIC COATING (VOC COMPLIANT)		gallon	
75.	OYSTER ACRYLIC COATING (VOC COMPLIANT)		5 gallon	
76.	PEWTER ACRYLIC COATING (VOC COMPLIANT)		gallon	
77.	PEWTER ACRYLIC COATING (VOC COMPLIANT)		5 gallon	
78.	SHALE ACRYLIC COATING (VOC COMPLIANT)		gallon	
79.	SHALE ACRYLIC COATING (VOC COMPLIANT)		5 gallon	
80.	ADOBE ACRYLIC COATING (VOC COMPLIANT)		gallon	
81.	ADOBE ACRYLIC COATING (VOC COMPLIANT)		5 gallon	
82.	BLACK ACRYLIC PRIME		5 gallon	
83.	BLACK ACRYLIC PRIME		55 gallon drum	
84.	100% SOLIDS 2-PART EPOXY PRIMER PT A		gallon	
85.	100% SOLIDS 2-PART EPOXY PRIMER PT B		quart	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
86.	URETHANE W/PFG MEMBRANE KIT A+B HORIZONTAL		5 gallon	
87.	URETHANE W/PFG MEMBRANE KIT A+B HORIZONTAL		gallon	
88.	URETHANE W/PFG MEMBRANE KIT A+B VERTICAL		5 gallon	
89.	URETHANE W/PFG MEMBRANE KIT A+B VERTICAL		gallon	
90.	URETHANE MEMBRANE PT B-QUART CAN		qt	
91.	URETHANE MEMBRANE PT B-8 OZ JAR		8 oz jar	
92.	ALUM NEOPRENE COATING		5 gallon	
93.	THINNER & CLEANER		gallon	
94.	THINNER & CLEANER		5 gallon	
95.	URETHANE COATING THINNER		gallon	
96.	URETHANE COATING THINNER		5 gallon	
97.	URETHANE COATING TROWEL THINNER		gallon	
98.	URETHANE COATING TROWEL THINNER		5 gallon	
99.	URETHANE COATING ACCELERATOR (FOR 10 GAL BATCH)		4 oz jar	
100.	URETHANE PRIMER-SEALER		gallon	
101.	URETHANE PRIMER-SEALER		5 gallon	
102.	PEWTER URETHANE CTG POLY SIDE		gallon	
103.	PEWTER URETHANE CTG POLY SIDE		5 gallon	
104.	OYSTER AROMATIC URE POLY SIDE		gallon	
105.	OYSTER AROMATIC URE POLY SIDE		5 gallon	
106.	OYSTER AROMATIC URE POLY SIDE		gallon	
107.	OYSTER AROMATIC URE POLY SIDE		5 gallon	
108.	PEWTER AROMATIC URE POLY SIDE		gallon	
109.	PEWTER AROMATIC URE POLY SIDE		5 gallon	
110.	SHALE AROMATIC URE POLY SIDE		gallon	
111.	SHALE AROMATIC URE POLY SIDE		5 gallon	
112.	ADOBE AROMATIC URE POLY SIDE		gallon	
113.	ADOBE AROMATIC URE POLY SIDE		5 gallon	
114.	URETHANE COATING ISO SIDE		gallon	
115.	URETHANE COATING ISO SIDE		5 gallon	
116.	URETHANE ALIPHATIC-POLY		gallon	
117.	URETHANE ALIPHATIC-POLY		5 gallon	
118.	URETHANE ALIPHATIC-ISO		gallon	
119.	URETHANE ALIPHATIC-ISO		5 gallon	
120.	REGULAR URE BASE CTG POLY SIDE		gallon	
121.	REGULAR URE BASE CTG POLY SIDE		5 gallon	
122.	URE BASE CTG ISO SIDE		gallon	
123.	URE BASE CTG ISO SIDE		5 gallon	
124.	SHELFIL GRANULES 18/40-50 LB BAG		bag	
125.	SHELFIL GRANULES 12/20-50 LB BAG		bag	
126.	SHELFIL GRANULES 40/60-50 LB BAG		bag	
127.	POLYESTER SPUNBOUNDED TAPE 4"X300'		roll	
128.	POLYESTER SPUNBOUNDED TAPE 6"X300'		roll	
129.	POLYESTER MAT 36"X 360'		roll	
130.	1/4 " SCRIM MESH 48" X 100'		roll	
COMPLIANT				
131.	PEWTER URETHANE CTG POLY SIDE VOC COMPLIANT		gallon	
132.	PEWTER URETHANE CTG POLY SIDE VOC COMPLIANT		5 gallon	
133.	URETHANE CTG ISO SIDE VOC COMPLIANT		gallon	
134.	URETHANE CTG ISO SIDE VOC COMPLIANT		5 gallon	
135.	OYSTER AROMATIC URE POLY SIDE VOC COMPLIANT		gallon	
136.	OYSTER AROMATIC URE POLY SIDE VOC COMPLIANT		5 gallon	
137.	PEWTER AROMATIC URE POLY SIDE VOC COMPLIANT		gallon	

DESCRIPTION OF ITEMS		Manufacturer and/or Sku#	UOM	UNIT PRICE
138.	PEWTER AROMATIC URE POLY SIDE VOC COMPLIANT		5 gallon	
139.	SHALE AROMATIC URE POLY SIDE VOC COMPLIANT		gallon	
140.	SHALE AROMATIC URE POLY SIDE VOC COMPLIANT		5 gallon	
141.	ADOBE AROMATIC URE POLY SIDE VOC COMPLIANT		gallon	
142.	ADOBE AROMATIC URE POLY SIDE VOC COMPLIANT		5 gallon	
143.	URETHANE COATING ISO SIDE VOC COMPLIANT		gallon	
144.	URETHANE COATING ISO SIDE VOC COMPLIANT		5 gallon	
145.	REGULAR URE BASE CTG POLY SIDE VOC COMPLIANT		gallon	
146.	REGULAR URE BASE CTG POLY SIDE VOC COMPLIANT		5 gallon	
147.	URE BASE CTG ISO SIDE VOC COMPLIANT		gallon	
148.	URE BASE CTG ISO SIDE VOC COMPLIANT		5 gallon	
149.	BLK UNCURED NEOPRENE SHEET 6"X100'		roll	
150.	BLK UNCURED NEOPRENE SHEET 9"X100'		roll	
151.	BLK UNCURED NEOPRENE SHEET 12"X100'		roll	
152.	BLK UNCURED NEOPRENE SHEET 18"X100'		roll	
153.	BLK UNCURED NEOPRENE SHEET 24"X100'		roll	
154.	BLK UNCURED NEOPRENE SHEET 30"X100'		roll	
155.	BLK UNCURED NEOPRENE SHEET 36"X100'		roll	
156.	BLK UNCURED NEOPRENE SHEET 48"X100'		roll	
157.	NEOPRENE ADHSV VOC COMPLIANT		gallon	
158.	NEOPRENE ADHSV VOC COMPLIANT		5 gallon	

Hidalgo County will receive _____% off the price list for any special orders item not in stock.

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: _____

EXHIBIT “C”
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

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

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

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

Revised 03/11/11

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

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

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

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

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

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

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

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

Authorized Representative

Date

NOTICE TO BIDDER:

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

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

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

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

- 1. Licenses: _____.
- 2. Bond (if applicable) _____.
- 3. Certificates: _____.
- 4. Permits: _____.
- 5. Other: _____.

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

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

Authorized Signature

Date

Company

Address

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

Exhibit "D-1"

Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit "D-2"

Form CIS

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

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

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-16-036-00-00

THIS AGREEMENT (the "Agreement") is entered into this ___ day of ___, 2016 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 March 28, 2016 to September 27, 2016 with the option to renew for (6) six months under the same rates, terms, and conditions, 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
100 E. Cano
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.
- 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: _____
Stephen Crain

Seller:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Buyer:

By: _____

Printed Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT "A"

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

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT