

REQUIREMENTS AGREEMENT
C-15-027-04-14

THIS AGREEMENT (the "Agreement") is entered into effective as of 14th day of April, 2015 by and between, **Cleveland Asphalt Products, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**SS-1 Emulsified Asphalt and Delivery Services,**" for Hidalgo County as further described in Exhibit "A" (the "Products"), Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

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

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

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good 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 the areas of **HIDALGO COUNTY** projects for a period of one (1) year, from April 14, 2015 to April 13, 2016, 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 to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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

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

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

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

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

If to Seller: Cleveland Asphalt Products, Inc.
Attn: Clayton Moore, Sales Rep.
PO Box 1449
Shepherd, Texas 77371

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

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

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

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4-14-15 RU

Seller:
CLEVELAND ASPHALT PRODUCTS,
INC.

By: Clayton Moore

Printed Name: Clayton Moore

Title: Sales

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: ELL

Date: 4-8-15

EXHIBIT “A”

Request for Bid (RFB)

Procurement Packet



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

February 23, 2015

Participant's name

Address

City

State, Zip Code

**Re: HIDALGO COUNTY (All Funding Sources, Programs and Entities)
Request for Bids "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
Bid No: 2015-027-03-11-SGS**

Dear Participant(s):

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

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

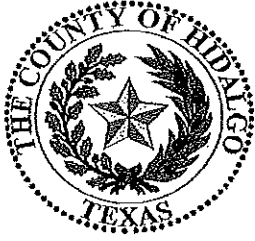
If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures



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

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HIDALGO COUNTY
(Including all funding sources, programs, and entities)
“SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES”
BID NO.: 2015-027-03-11-SGS

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3.	Exhibit A, Requirements	4
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The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB, Purchasing Agent

February 23, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

“SS-1 EMULSIFIED ASPHALT AND DELIVERY”

RFB No.: 2015-027-03-11-SGS

Bid No: 2015-027-03-11-SGS

Buyer: Sandy Suarez

Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources, programs and entities)

**“SS-1 EMULSIFIED ASPHALT AND DELIVERY
SERVICES”**

BID OPENING DATE:

MARCH 11, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539



Form HCPD-03

956 318-2626

LEGAL NOTICE

BID NO: 2015-027-03-11-SGS

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs and Entities)-“SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2015-027-03-11-SGS- HIDALGO COUNTY (All Funding Sources, Programs and Entities) - “SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES”** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, on or **before 9:30 a.m. WEDNESDAY, MARCH 11, 2015.** **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2015-027-03-11-SGS RFB-HIDALGO COUNTY(All Funding Sources, Programs And Entities) – “SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES”.** 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:
Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

Invoices must include:

- a) Name and address of successful bidder
- b) Name and address of receiving department or official
- c) Purchase Order Number (if any)
- d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs and Entities) - "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- e) Contract number must be indicated on all invoices

Discount payments will be considered when offered.

Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufrazio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM

MARCH 11, 2015

Award of Contract

_____, 2015

Commence Work or Deliver Products

_____, 2015

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

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

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

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

If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

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

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

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

20. Disclosure of Conflict of Interest

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

Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

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

C. Otherwise perform in accordance with the specifications.

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

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"SS-1 EMULSIFIED ASPHALT"
BID NO.: 2015-027-03-11-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

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

EXHIBIT “A”
SPECIFICATIONS

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

**“SS-1 EMULSIFIED ASPHALT AND
DELIVERY”**

RFB No.: 2015-027-03-11-SGS

Exhibit "A"
Hidalgo County
 (All Funding Sources, Programs and Entities)
"SS-1 Emulsified Asphalt and Delivery Services"
Bid No: 2015-027-03-11-SGS

Scope of Services:

Hidalgo County is seeking an annual contract from qualified vendors to supply and deliver **SS-1 Emulsified Asphalt** to the following locations but not limited to and on "as needed basis". SS-1 Emulsified Asphalt shall conform to the specifications according to the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted in 2004. Item 300, Asphalts, Oils, and Emulsions.

REQUIREMENTS/ SPECIFICATONS:

The following are the minimum requirements accepted.

• **Product Specifications for SS-1 Emulsified Asphalt**

Emulsified asphalt must be homogeneous, not separate after thorough mixing, and meet the requirements in Table 1.

Table 1: Emulsified Asphalt SS-1

PROPERTY	Min	Max	AASHTO Test Method
Saybolt Furol Viscosity 77 °, sec (SFS) 122 °, sec (SFS)	20 -----	100 -----	T-72
Sieve Test, %	----	0.1	T-59
Miscibility	PASS		T-59
Cement Mixing, %	----	2.0	T-59
Coating ability & water resistance: Dry aggregate/after spray Wet aggregate/after spray		--- ---	T-59
Demulsibility, 35ml of 0.02 N CaCl ₂ , %	----	----	T-59
Storage Stability 1 day, %	----	1	T-59
Freezing test, 3 cycles ¹	PASS		T-59
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	60 ----	---- 0.5	T-59
Test on residue from distillation: Penetration @ 77°F, 100g, 5 sec Solubility in trichloroethylene, % Ductility @ 77°, 5 cm/min, cm Float Test @ 140°F, sec	120 97.5 100 ----	160 ---- ---- ----	T-49 T-44 T-51 T-50

1. Applies only when the Engineer designates material for winter use.

Use storage and application temperatures in accordance with Table 2. Store and apply materials at the lowest temperature yielding satisfactory results. Follow the manufacturer's instructions for any agitation requirements in storage. Manufacturer's instructions regarding recommended application and storage temperatures superseded those of Table 2.

Table 2: Storage and Application Temperatures

Type-Grade	Recommended Application Range, (° F)	Application Maximum Allowable, (° F)	Storage Maximum, (° F)
Emulsified Asphalt SS-1	50-130	140	140

- Material – bid price by the gallon delivered by vendor
- MSDS must be submitted with bid and kept current during the contract period.

Exhibit "A"
Hidalgo County
(All Funding Sources, Programs and Entities)
"SS-1 Emulsified Asphalt and Delivery Services"
Bid No: 2015-027-03-11-SGS

LOCATIONS/DELIVERY INSTRUCTIONS:

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

- a) Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas
- b) Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.
- c) Precinct #3- 7 Mile Line & Iowa Road
- d) Precinct #4 – 1102 North Doolittle, Edinburg, Texas

Vendor must supply Pump and Hose (For Unloading).

1. QUANTITY:

Hidalgo County will purchase material on an "AS NEEDED BASIS ONLY". Thus it is agreed and understood that the County will purchase no more material than is needed.

2. CONTRACT TERM:

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain firm through the contract period.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays of award of new bid for the next contract term.

3. VENDORS PERFORMANCE:

Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

4. DEFAULT:

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "SS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "SS-1 Emulsified Asphalt" to Hidalgo County,

Exhibit "A"
Hidalgo County
(All Funding Sources, Programs and Entities)
"SS-1 Emulsified Asphalt and Delivery Services"
Bid No: 2015-027-03-11-SGS

HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

5. TERMINATION:

Termination, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

6. TERMS AND CONDITIONS:

- a) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- b) Hidalgo County reserves the right to award to One or Multiple bidders, whichever is in the best interest of the County.
- c) Insurance certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- d) Insurance requirements for this project are to be maintained throughout the contract term (refer to Limits in Exhibit "C").
- e) The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.
- f) Should the County require testing of the material to verify conformance to specifications at any time during the contract period, it will be at the Contractor's expense.
- g) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the county reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.
- h) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- i) County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.
- j) All cost and expenses associated with the preparation and submission of all (Bid, Proposals, Statements of Qualifications (RFQ) and Quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Exhibit "A"
Hidalgo County
(All Funding Sources, Programs and Entities)
"SS-1 Emulsified Asphalt and Delivery Services"
Bid No: 2015-027-03-11-SGS

ADDITIONAL INFORMATION:

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

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR E-MAILED TO: sandy.suarez@co.hidalgo.tx.us no later than Day, MARCH 04, 2015 at 5:00 p.m. Responses to said inquires will be sent to all applicants via e-mail by no later than Day, MARCH 06, 2015 at 5:00 p.m.

EXHIBIT “B”

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

**“SS-1 EMULSIFIED ASPHALT AND
DELIVERY”**

RFB No.: 2015-027-03-11-SGS

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID № 2015-027-03-11-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For unloading)

Price Per Gallon (Delivered)	Unit Cost	Demurrage Charge, will commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., destination	\$ _____ /Gal.	\$ _____ Hour
Loads Of 4,000 -- 4,999 Gallons Cost Are To Be Net F.O.B, destination	\$ _____ /Gal.	\$ _____ Hour
Loads Of 3,000 -- 3,999 Gallons Cost Are To Be Net F.O.B., destination	\$ _____ /Gal.	\$ _____ Hour
Loads Of 2,000 -- 2,999 Gallons Cost Are To Be Net F.O.B., destination	\$ _____ /Gal.	\$ _____ Hour
Loads Of 1,000 -- 1,999 Gallons Cost Are To Be Net F.O.B; destination	\$ _____ /Gal.	\$ _____ Hour

For Internal Use Only --CommodityCcode: 945-07/945-08 Emulsified Asphalt

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain **firm** through the contract period and will be only on an "**As needed Basis**".

BIDDER INFORMATION-INDICATE BRANCH & PHONE NUMBER (if applicable for ordering purposes)

Company Name: _____

Address: _____ /Branch Address _____

City/State/Zip Code: _____

Phone №: _____ Fax №: _____ Cellular №: _____

Branch №: _____ Fax №: _____

Authorized Signature: _____

Printer Name: _____ Date / /

Title: _____

EXHIBIT “C”
INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

**“SS-1 EMULSIFIED ASPHALT AND
DELIVERY”**

RFB No.: 2015-027-03-11-SGS

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

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

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

Revised 10/01/08

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

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MED (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONF. PROF				PERM & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				TOTAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMPDP	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC AGG	\$
C	GARAGE LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
						\$
						\$
						\$
D	EXCESS LIABILITY				WC STATUS <input type="checkbox"/> OTHER	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				TORY LIMITS	
	<input type="checkbox"/> DEDUCTIBLE				E.L. EACH ACCIDENT	\$
	<input type="checkbox"/> RETENTION \$				E.L. DISEASE-1A EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY					
	OTHER					

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

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:
Automobile Liability: \$ _____ General Liability: \$ _____
- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

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

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

THIS FORM MUST ACCOMPANY BID PACKET

A
E
b
F
c
v

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

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

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

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT “D”

CIQ FORM

CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

“SS-1 EMULSIFIED ASPHALT AND
DELIVERY”

RFB No.: 2015-027-03-11-SGS

EXHIBIT "D"

<p align="center">CONFLICT OF INTEREST QUESTIONNAIRE</p> <p align="center">For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	<p align="center">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center"><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small></p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center"><small>Name of Officer</small></p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D Describe each employment or business relationship with the local government officer named in this section</p>	
<p>4</p> <p align="center">_____</p> <p align="center"><small>Signature of person doing business with the governmental entity</small></p> <p align="center">_____</p> <p align="center"><small>Date</small></p>	

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

VENDOR'S
APPLICATION
&
W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

“SS-1 EMULSIFIED ASPHALT AND
DELIVERY”

RFB No.: 2015-027-03-11-SGS

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: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

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

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 684 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

Privacy Act Notice

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

CERTIFICATION REGARDING
DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

**“SS-1 EMULSIFIED ASPHALT AND
DELIVERY”**

RFB No.: 2015-027-03-11-SGS

Certification Regarding Debarment, Suspension and Ineligibility

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
 (All funding sources, programs, and entities)
"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID No 2015-027-03-11-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable.
 Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For unloading)

Price Per Gallon (Delivered)	Unit Cost	Demurrage Charge: will commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., destination	\$ 2.4076 /Gal.	\$ 80.00 / Hour after 2 free hrs
Loads Of 4,000 - 4,999 Gallons Cost Are To Be Net F.O.B., destination	\$ 2.5020 /Gal.	\$ 80.00/ Hour after 2 free hrs
Loads Of 3,000 - 3,999 Gallons Cost Are To Be Net F.O.B., destination	\$ 2.6593 /Gal.	\$ 80.00/ Hour after 2 free hrs
Loads Of 2,000 - 2,999 Gallons Cost Are To Be Net F.O.B., destination	\$ 2.9240 /Gal.	\$ 80.00 Hour after 2 free hrs
Loads Of 1,000 - 1,999 Gallons Cost Are To Be Net F.O.B.; destination	\$ 3.9180 /Gal.	\$ 80.00/ Hour after 2 free hrs

For Internal Use Only - Commodity Code: 945-07/945-08 Emulsified Asphalt

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain firm through the contract period and will be only on an "As needed Basis".

BIDDER INFORMATION-INDICATE BRANCH & PHONE NUMBER (if applicable for ordering purposes)

Company Name: Cleveland Asphalt Products, Inc
 Address: P.O. BOX 1449 /Branch Address _____
 City/State/Zip Code: SHEPHERD, TEXAS 77371
 Phone No: 800-334-0177 Fax No: 936-628-6602 Cellular No: 713-202-4083/Craig C. Moore
 Branch No: _____ Fax No: _____
 Authorized Signature: _____
 Printer Name: Clayton Moore Date 2 / 25 / 15
 Title: Sales Rep


OPENED
 3/11/15
 9:35 AM
 Witnessed


EXHIBIT “C”

INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Miclette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008	CONTACT NAME: Amber Adams PHONE (A/C, No, Ext): 713-880-7100 E-MAIL ADDRESS: certificates@bmbinc.com	FAX (A/C, No): 713-880-7166
	INSURER(S) AFFORDING COVERAGE	
INSURED Cleveland Asphalt Products, Inc. P O Box 1449 Shepherd TX 77371	INSURER A: Texas Mutual Insurance Company	
	INSURER B: Chartis Specialty Insurance Company	
	INSURER C: Charter Oak Fire Ins. Co.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 748976512** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EG45052849	8/1/2014	8/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	MR8274P12014	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TSF0001182110	8/1/2014	8/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

General Liability:
Blanket additional insured per form # 103124 0514 A, B, C, E
See Attached...

CERTIFICATE HOLDER Hidalgo County Purchasing Department 2802 S. Bus Hwy. 281 Edinburg TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Cleveland Asphalt Products, Inc. P O Box 1449 Shepherd TX 77371	
POLICY NUMBER A		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Blanket additional insured (completed operations) per form # 103124 0514 A, B, C, E
Blanket waiver of subrogation per form # 94283 (3/07) A, B, C, E
Blanket primary/non-contributory per form # 103124 0514 A, B, E

Automobile:
Blanket additional insured per form # CAT4370808
Blanket waiver of subrogation per form # CAT3400808

Worker's Compensation:
Blanket waiver of subrogation per form # WC 42 03 04 A

necessary litigation expenses incurred by us in connection with such defense and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY or paragraph 2.b. (2) of SECTION I - COVERAGES, COVERAGE E - ADDITIONAL POLLUTION LEGAL LIABILITY, such payments will not be deemed to be damages for bodily injury and property damage and, under Coverage E, environmental damage and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph 2f. above, are no longer met.

SECTION II - WHO IS AN INSURED

Applicable to Coverages A, B, C and E

Each of the following is an insured under Coverages A, B, C and E:

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your volunteer workers only while performing duties related to the conduct of your business or your employees, other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these employees or volunteer workers are insureds for:

(1) Bodily injury or personal and advertising injury:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, except as respects any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services, provided you are not engaged in the business of providing such services.

(2) Property damage or environmental damage to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your employees, volunteer workers, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your employee or volunteer worker) or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.
- e. Any subsidiary, associated, affiliated or allied company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest as of the inception date of this Policy.

3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only (a) until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, (b) provided that you give us written notification within 180 days of the date of such acquisition or formation or before the end of the policy period, whichever is earlier, and (c) an additional premium to be charged at our discretion, determined by the rates utilized at policy inception, is paid when due;
- b. Coverages A and E do not apply to bodily injury, property damage, environmental damage or emergency response costs that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to personal and advertising injury arising out of an offense committed before you acquired or formed the organization.

4. Any person or organization, other than a third party carrier, with whom you agreed to include as an insured, because of a written contract, written agreement or permit, but only with respect to bodily injury, property damage, environmental damage, emergency response costs or personal and advertising injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, arising out of your operations, your work, equipment or premises leased, rented or owned by you, or your products which are distributed or sold in the regular course of a vendor's business, however:

As respects vendors, this insurance does not apply to:

- a. Bodily injury, property damage, environmental damage or emergency response costs for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. **Bodily injury, property damage, environmental damage or emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f. above; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

As respects a manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver, this insurance does not apply to:

- (a) Any occurrence which takes place after the equipment lease expires or you cease to be a tenant.
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.
5. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury, property damage, environmental damage, emergency response costs or personal and advertising injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, arising out of their financial control of you.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company unless a current or past partnership, joint venture, or limited liability company is an insured pursuant to paragraphs 1. through 5. above.

Applicable to Coverage D

Each of the following is an insured under Coverage D:

The Named Insured designated in the declarations and any past or present director, officer, partner, member or employee thereof, while acting within the scope of his or her duties as such and any customer with whom you have agreed in writing to include, prior to a claim being made or loss being incurred with respect to such customer, as an insured for loss arising from your storage, handling, treatment, processing or disposal of their product or waste on any insured property.

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;

E-M
TEL
BID
FAC



One Tower Square, Hartford, Connecticut 06183

ITEM THREE, SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS
AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/STAT CODE	GVW/GCW OR SEAT CAPACITY	USE CLASS
1	SHEPHERD	TX 77371	0407	063	40529	99999	
2	SHEPHERD	TX 77371	0407	063	40529	99999	
3	SHEPHERD	TX 77371	0407	063	40529	99999	
4	SHEPHERD	TX 77371	0407	063	40529	99999	
5	SHEPHERD	TX 77371	0407	063	40529	99999	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
1	1991	INTER 9000	2HSFBG6R0MCO47523	80000	ACV	X
2	1991	INTER 9000	2HSFBG6R7MCO47518	80000	ACV	X
3	1992	INTER 9000	2HSFHCTRXNCO55609	80000	ACV	X
4	1985	FREIG CONVE	1FUPYDYB0FP249380	80000	ACV	X
5	1996	INTER 9200	2HSFMALR8TC047179	119728	ACV	X

COVERED AUTO 1	COVERED AUTO 2	COVERED AUTO 3	COVERED AUTO 4	COVERED AUTO 5
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BASIC PIP:
DEDUCTIBLE AMOUNT
APPLIES TO

DEDUCTIBLES:	1000	1000	1000	1000	1000
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

TOTAL UNINSURED AND UNDERINSURED MOTORISTS PREMIUM:

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
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INQ
E-M
TEL
BID
FAC



ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL TB 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
6	SHEPHERD TX	77371	0407	063	40529	99999
7	SHEPHERD TX	77371	0407	063	40529	99999
8	SHEPHERD TX	77371	0407	063	40529	99999
9	SHEPHERD TX	77371	0407	063	40529	99999
10	SHEPHERD TX	77371	0407	063	40529	99999

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
6	2005	INTER 9400	2HSCNAPR35C000901	115993	ACV	E
7	1996	INTER 9200	2HSFMALR9TC047319	119728	ACV	X
8	1992	INTER 8000	1HSHEA7NONH439159	85000	ACV	X
9	1993	PETER CONVE	1XP5DR9X5PD336710	108575	ACV	X
10	2001	INTER 9400	2HSCNAMR81C087354	102000	ACV	X

BASIC PIP:	COVERED AUTO 6	COVERED AUTO 7	COVERED AUTO 8	COVERED AUTO 9	COVERED AUTO 10
DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
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ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
11	SHEPHERD	TX 77371	0407	063	40529	99999
12	SHEPHERD	TX 77371	0407	063	40529	99999
13	SHEPHERD	TX 77371	0407	063	68429	99999
14	SHEPHERD	TX 77371	0407	063	40529	99999
15	SHEPHERD	TX 77371	0407	063	50429	99999

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
11	2001	INTER 9400	2HSCNAMR21C087348	102000	ACV	X
12	2001	INTER 9400	2HSCNAMR01C087395	102000	ACV	X
13	1995	ETNYR	1E9T4Y205SE007005	20500	ACV	X
14	2001	INTER 9400	2HSCNAMR31C087410	102000	ACV	X
15	2001	INTER 9400	2HSCNAMR41C087321	102000	ACV	X

	COVERED AUTO 11	COVERED AUTO 12	COVERED AUTO 13	COVERED AUTO 14	COVERED AUTO 15
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES: COMPREHENSIVE COLLISION	1000 1000	1000 1000	1000 1000	1000 1000	1000 1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
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ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
16	SHEPHERD	TX 77371	0407	063	23529	20000
17	SHEPHERD	TX 77371	0407	063	50429	99999
18	SHEPHERD	TX 77371	0407	063	68529	
19	SHEPHERD	TX 77371	0407	063	68529	
20	SHEPHERD	TX 77371	0407	063	68429	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
16	2003	INTER 9400	1HTMPAPM23H561550	21599	ACV	X
17	1993	FREIG CONVE	1FUJDCYB5PH493158	135401	ACV	X
18	1979	CHER	343	55000	ACV	X
19	2000	OTHER	5C2BB38B1YM002016	98000	ACV	X
20	1968	JAN T	6864	5000	ACV	X

BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO	COVERED AUTO 16	COVERED AUTO 17	COVERED AUTO 18	COVERED AUTO 19	COVERED AUTO 20
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
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ITEM THREE . SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
21	SHEPHERD TX	77371	0407	063	68429	
22	SHEPHERD TX	77371	0407	063	68429	
23	SHEPHERD TX	77371	0407	063	68429	
24	SHEPHERD TX	77371	0407	063	68429	
25	SHEPHERD TX	77371	0407	063	68529	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
21	1994	E D E	1E9T44209RE007146	18000	ACV	X
22	1994	E D E	1E9T44207RE007145	18000	ACV	X
23	1964	LUFKI	197941	5000	ACV	X
24	1980	TRIM	1PTF16SJ6A4000265	5000	ACV	X
25	1972	VIN T	721312	5000	ACV	X

	COVERED AUTO 21	COVERED AUTO 22	COVERED AUTO 23	COVERED AUTO 24	COVERED AUTO 25
BASIC PIP:					
DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
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ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03 CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
26	SHEPHERD TX	77371	0407	063	68529	
27	SHEPHERD TX	77371	0407	063	68529	
28	SHEPHERD TX	77371	0407	063	68529	
29	SHEPHERD TX	77371	0407	063	68529	
30	SHEPHERD TX	77371	0407	063	68529	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
26	1995	E D E	1E9T44201SE007115	19000	ACV	X
27	1995	E D E	1E9T44205SE007117	19000	ACV	X
28	1996	E D E	1E9T44209TE007056	20500	ACV	X
29	1996	E D E	1E9T44207TE007055	20500	ACV	X
30	1964	STAN	374533	5000	ACV	X

BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO	COVERED AUTO 26	COVERED AUTO 27	COVERED AUTO 28	COVERED AUTO 29	COVERED AUTO 30
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
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One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
31	SHEPHERD TX	77371	0407	063	68529	
32	SHEPHERD TX	77371	0407	063	68529	
33	SHEPHERD TX	77371	0407	063	68529	
34	SHEPHERD TX	77371	0407	063	68529	
35	SHEPHERD TX	77371	0407	063	68529	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
31	1963	STAD	374531	5000	ACV	X
32	1963	TAD T	374536	5000	ACV	X
33	1968	STAD	D40542	5000	ACV	X
34	1989	FRUEH	1H4T04326KLO28306	15000	ACV	X
35	1987	E D E	1E9T4420XHE007106	15000	ACV	X

BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO	COVERED AUTO 31	COVERED AUTO 32	COVERED AUTO 33	COVERED AUTO 34	COVERED AUTO 35
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES



One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

GA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
36	SHEPHERD TX	77371	0407	063	68529	
37	SHEPHERD TX	77371	0407	063	68529	
38	SHEPHERD TX	77371	0407	063	68529	
39	SHEPHERD TX	77371	0407	063	68529	
40	SHEPHERD TX	77371	0407	063	68529	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
36	1989	E D E	1E9T43207KE007209	17000	ACV	X
37	1978	FRUEH	UNY574910	10000	ACV	X
38	1978	FRUEH	UNY574914	10000	ACV	X
39	1985	FRUEH	1H4T04122FLO14508	15000	ACV	X
40	1985	FRUEH	1H4T04124FLO14509	15000	ACV	X

BASIC PIP:	COVERED AUTO 36	COVERED AUTO 37	COVERED AUTO 38	COVERED AUTO 39	COVERED AUTO 40
DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
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ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISD/STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
41	SHEPHERD TX	77371	0407	063	68529	
42	SHEPHERD TX	77371	0407	063	68529	
43	SHEPHERD TX	77371	0407	063	68529	
44	SHEPHERD TX	77371	0407	063	50429	99999
45	SHEPHERD TX	77371	0407	943	50629	99999

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
41	1967	HYTE	13541	5000		
42	1996	CM UT	46UFU1G24T1044568	5000		
43	2001	BIG T	4K8GX302311666692			
44	2005	INTER 9400	2HSCNAPR75C008161	115993	ACV	E
45	2005	INTER 9400	2HSCNAPR25C057851	115993	ACV	E

COVERED AUTO 41 COVERED AUTO 42 COVERED AUTO 43 COVERED AUTO 44 COVERED AUTO 45

BASIC PIP:
DEDUCTIBLE AMOUNT
APPLIES TO

DEDUCTIBLES:
COMPREHENSIVE 1000 1000
COLLISION 1000 1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
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ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
46	SHEPHERD TX	77371	0407	943	50629	99999
47	SHEPHERD TX	77371	0407	943	68629	
48	SHEPHERD TX	77371	0407	943	68629	
49	SHEPHERD TX	77371	0407	943	68629	
50	SHEPHERD TX	77371	0407	063	68629	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
46	2006	INTER 9400	2HAXNAPR5C0000916	115993	ACV	E
47	2011	E D E	1E9T66091BE007025	41109	ACV	4
48	2011	E D E	1E9T66103BE007026	41109	ACV	4
49	2011	E D E	1E9T66114BE007027	41109	ACV	4
50	2004	FONTA	4LE5030143523685	41109		

BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO	COVERED AUTO 46	COVERED AUTO 47	COVERED AUTO 48	COVERED AUTO 49	COVERED AUTO 50
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	
COLLISION	1000	1000	1000	1000	

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
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One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED
AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING
CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS
AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
51	SHEPHERD	TX 77371	0407	063	68529	
52	SHEPHERD	TX 77371	0407	063	68529	
53	SHEPHERD	TX 77371	0407	063	68529	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
51	1968	STAD	D40540	5000	ACV	X
52	1972	FRUE	DMP592701	5000	ACV	X
53	2004	OTHER	5C2BB38B54M003874	98000	ACV	F

BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO	COVERED AUTO 51	COVERED AUTO 52	COVERED AUTO 53	COVERED AUTO	COVERED AUTO
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000		
COLLISION	1000	1000	1000		

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
 SPV 19 PAGE 11 001

April 14, 2015



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 14, 2015
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Jaime Longoria led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 3.D to be pulled for discussion.

The Court proceeded to Item 9.E, 8.A, 9.A, and 11.A.

5. Open Forum

Ramiro Trevino addressed his concern to Precinct 2 Commissioner regarding street and road problems. He stated that the proposal presented regarding Souix and Eldora Roads is not a priority for the residents of San Juan and the residents do not understand it. He asked to table the proposal at the city meeting and propose better options.

Luis Pena commented that he has attempted to communicate with the Sheriff regarding the accident he spoke about at the last meeting, but has been unable to. He stated that he was appointed by the commission and feels his qualifications are limited.

Lupe Chavez expressed his concern over the need for emergency funding and emergency planning. He stated the children of Las Milpas are in danger due to the lack of safe ditches and crossings.

The Court proceeded to Item 9.E, 8.A, 9.A, and 11.A.

Fern McLaugherty expressed her concern over the lack of supervision of some department heads, the continued interest in the hospital district from the county, and a settlement amount of a county vehicle.

Marcela Alejandre was present to remind the Court of a meeting held in which a pilot program was introduced by the County to install public lighting in 8 colonias. She stated she is disappointed that they have yet to see results and would hope that the commissioners would go out to see the severity of their concern in the dark streets of the colonias.

April 14, 2015

B. Approve the engagement through an "on call" master agreement with Harvey L. Heerssen, dba, HLH for the provision of Review Appraisal Services and thereafter duly authorized purchase orders on a per project basis.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. **AI-48867** Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract to Cleveland Asphalt Products, Inc. for the Request for Bids project titled: Hidalgo County-"SS-1 Emulsified Asphalt & Delivery Services" through project No. 2015-027-03-11-SGS.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

3. **AI-49027** Acceptance and approval of Interlocal Governmental Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2015, in connection with participation with (a) Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D" and (b) Voluntary Products limited however to Dental and Vision insurance including execution of document.

On motion by COMMISSIONER, PCT. 2, EDUARDO 'EDDIE' CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

4. **AI-48975** a) Action to terminate the agreement with awarded/contracted vendor, Martin Marietta Materials [through Contract #E-15-124-03-17 w/org. #C-13-018-04-30] for "Flexible Base-Crushed Caliche-Precincts 1, 2 & 4" for the reasons detailed in BACKGROUND; and,

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

b) Approval of Amendment to Contract #E-15-124A-03-17 [org.#C-13-018A-04-30] with Frontera Materials to include Precincts 2 & 4 for the Flexible Base-Crushed Caliche which will allow the Precincts to purchase the product on an as needed basis and thus avoid any work stoppages and operations; and,

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

c) Ratification [pursuant to terms and conditions of agreement] of Precincts 2 & 4 utilizing "Frontera Materials" [through Contract #E-15-124A-03-17 w/org. #C-13-018A-04-30] for the purchase of the Flexible Base-Crushed Caliche as product was needed to avoid work stoppages of on-going projects and operations.



PURCHASING DEPARTMENT
County Of Hidalgo

April 29, 2015

Cleveland Asphalt Products, Inc.
Clayton Moore, Sales Rep.
PO Box 1449
Shepherd, Texas 77371

Re: C-15-027-04-14-Cleveland Asphalt Products, Inc.-SS-1 Emulsified Asphalt and
Delivery Services

Dear Mr. Moore:

Pursuant to Hidalgo County Commissioners' Court action on, April 14, 2015, the above-referenced project was awarded to Cleveland Asphalt Products, Inc.

In order to formalize the said agreement, the original contract has been enclosed. Please review the agreement, and if all appears to be in order, please have it executed by the authorized party of your company and return original contract to the undersigned for execution by Hidalgo County.

We respectfully wish to extend our gratitude for your attention in this matter and if you have any questions or concerns in reference to this matter do not hesitate to contact me at (956) 318-2626.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Villarreal", is written over the typed name.

Rocio Villarreal
Contracts Manager