

Requisition

Req # 00309118 ✓

PO #

Date: 11/02/16

Bill To: x
x

Vendor : 224278
RIO VALLEY PIPE, LLC
7301 W. EXPRESSWAY 83
MISSION TX 78572
FAX (956)585-8675

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR
956-968-8733

Contract No: E-16-168A-04-05

Special Instructions:
RK141

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		E-16-168A-04-05 EXPIRES 4/29/17 DO NOT DUPLICATE ORDER		
261.00	FT	REINFORCED CONCRETE "DRAINAGE" PIPE: 24" - SINGLE OFFSET GASKET - CLASS III FOR THE MILANO RD. PROJECT	22.95	5,989.95
376.00	FT	REINFORCED CONCRETE "DRAINAGE" PIPE: 18" - SINGLE OFFSET GASKET - CLASS III FOR THE MILANO RD. PROJECT	17.65	6,636.40
		Account No	Encumbrance	
		6-1350-431-00-121-229-0-721	8,207.13	
		6-1350-431-00-121-229-0-841	4,419.22	
			Freight	.00
			Total	12,626.35
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



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

March 14, 2016

Larry Hinojosa, Sales Administrator
Rio Valley Pipe, LLC
3609 W. Palma Vista Drive
Palmview, Texas 78572
P (956) 432-0600 F (956) 583-2086

via email: sales@riovalleypipe.com

Re: **HB Form 1295 Required/Renewal/Extension Notice**
C-15-013A-04-28 – "PIPES & MISCELLANEOUS ITEMS"- HIDALGO COUNTY

Hinojosa
Dear Mr. ~~Gonzales~~:

Be advised, that in order to proceed with the with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with Rio Valley Pipe, LLC for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

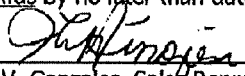
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3** of **Form 1295**, provide **CONTRACT No. C-15-013A-04-28**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on April 5, 2016**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: rocio.villarreal@co.hidalgo.tx.us **by no later than Friday, March 18, 2016**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: rocio.villarreal@co.hidalgo.tx.us by no later than date reflected above.

By:


Roger V. Gonzales, Sales Representative
Larry Hinojosa, Sales Administrator

Date: March 17, 2016

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract 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/rv
Enclosures

REQUIREMENTS AGREEMENT
C-15-013A-04-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of April, 2015 by and between Rio Valley Pipe, LLC ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**Pipes & Miscellaneous items**," (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2015** and expire on **April 29, 2016** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be

construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller: Rio Valley Pipe, LLC
Attn: Roger V. Gonzalez, Sales Representative
3609 W. Palma Vista Drive
Palmview, Texas 78572

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

States mail.

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

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

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

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

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

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

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

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

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

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of

being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:


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

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

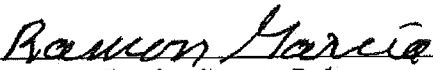
p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available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

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

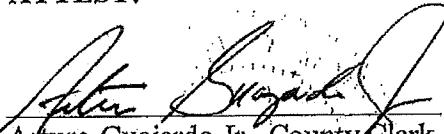
APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: 
Stephen L. Crain

COUNTY OF HIDALGO

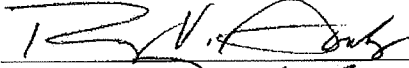
By: 
Ramon Garcia, County Judge

ATTEST:


Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 4-28-15 RJ

RIO VALLEY PIPE, LLC

By: 
Printed Name: Roger V. Conzales
Title: Sales REPRESENTATIVE

TABULATION SHEET
"PIPES & Miscellaneous Items" - Hidalgo County
RFB NO. 2015-013-02-11-MEG

CAPA RIO VALLEY PIPE

CATEGORY (A) - PIPES

REINFORCED CONCRETE PIPE - RUBBER GASKET JOINT PIPE NIGP CODE: 658-68			
Vendor	CAPA RIO VALLEY PIPE		
	Class III	Class IV	Class V
12" LF	15.00	19.30	21.35
15" LF	17.65	22.35	24.40
18" LF	20.30	25.40	27.45
24" LF	26.80	32.50	34.55
30" LF	39.65	43.70	47.65
36" LF	57.45	65.00	67.65
42" LF	74.30	79.75	91.50
48" LF	90.90	100.55	115.60
54" LF	108.30	123.20	140.75
60" LF	135.80	153.15	181.35
72" LF	187.50	216.20	265.25

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE NIGP CODE: 658-68			
Vendor	CAPA RIO VALLEY PIPE		
	Class III	Class IV	Class V
12"	12.40	16.25	18.30
15"	15.00	19.30	21.35
18"	17.65	22.35	24.40
24"	22.95	28.45	30.50
30"	38.10	41.00	51.50
36"	52.20	57.70	72.15
42"	66.95	73.15	84.10
48"	89.50	96.10	114.15
54"	105.10	117.05	137.60
60"	129.80	147.15	175.30
72"	187.50	216.20	258.60

376 LF →
261 LF →

0.*

RCP 18"
LF 376.0x
unit cost 17.65 =
6,636.4*

RCP 24"
LF 261.0x
unit cost 22.95 =
5,989.95*

0.*

18" 6,636.4+
24" 5,989.95+
002 12,626.35*
total

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