



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
October 13, 2016
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Prayer**
3. **Open Forum**
4. **Approval of Consent Agenda**
5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations
6. **AI -56798** Requesting authority to advertise and approval of procurement packet (i.e., legal notice, specifications, draft contract etc.) as attached hereto for: Hidalgo County Drainage District No. 1 - "Auctioneer & Storage Services"- RFB No.HCDD1-16-052-11-02, including the re-advertisement of project in the event no bids are received & project is still required.
7. **AI -56816** Requesting approval to enter into a 36 month Hardware and Service Order for GPS/Fleet Telematics Solution with Verizon Networkfleet, through the District's membership with the National Joint Powers Alliance (NJPA) Contract No. 051613-NWF.
8. **AI -56835** A.) Request approval to create one (1) Administrative Assistant III position from the Maintenance & Operations Budget and set salary at \$37,677.00.
B.)Approval of Revised Salary Schedule and Budget Amendment to fund new position as noted in Item A in the amount of \$13,528.00 to fund through the remainder of 2016.

9. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:
 - A. **Real Estate Acquisition**
 - B. **Pending and/or Potential Litigation**
10. **Open Session:**
 - A. **Real Estate Acquisition**
 - B. **Pending and/or Potential Litigation**
11. **Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed
12. **Open Session:**
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed
13. **Adjourn**

AI -56798

6.

DRAINAGE DISTRICT

Meeting Date: 10/13/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., legal notice, specifications, draft contract etc.,) as attached hereto for: Hidalgo County Drainage District No. 1 - "Auctioneer & Storage Services"- RFB

No.HCDD1-16-052-11-02, including the re-advertisement of project in the event no bids are received & project is still required.

BACKGROUND

Fiscal Impact

Attachments

RFB Packet HCDD1-16-052 -AUCTIONEER & STORAGE SERVICES

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/07/2016 05:10 PM
Form Started By: Moises Salazar		Started On: 10/06/2016 01:55 PM
Final Approval Date: 10/07/2016		



Hidalgo County
Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

October 17, 2016

Re: Hidalgo County Drainage District No. 1
Request for Bids- "Auctioneer & Storage Services"
Bid No.: HCDD1-16-052-11-02

To Whom It May Concern:

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

Hidalgo County Drainage District No. 1 welcomes and appreciates your participation in the bid process.

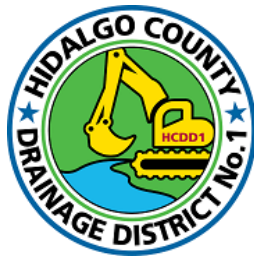
If any further assistance is required, please do not hesitate to call Hidalgo County Drainage District No. 1 Office at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1



Moises Salazar, Procurement Manager

FOR
HIDALGO COUNTY
DRAINAGE DISTRICT NO. 1
BOARD OF DIRECTORS
APPROVAL



REQUEST FOR BIDS (RFB)
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HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

“AUCTIONEER & STORAGE SERVICES”

RFB NO.: HCDD1-16-052-11-02

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13.	Form HB 1295 (For Information Only) -Before the award of contract notarized HB 1295 must be submitted to Hidalgo County Drainage District No. 1. Form is to be filed online at www.ethics.state.tx.us/index.html .	1
14.	Submittal Check list	1

The above mentioned items shall be found in this Request for Bid-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Hidalgo County Drainage District No. 1 by calling (956) 292-7080 or via e-mail to moises.salazar@hcdd1.org , to advise us of the missing documentation, and Hidalgo County Drainage District No. 1 will forward information either through e-mail, facsimile, or by U.S. Mail.

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

“Auctioneer & Storage Services”

BID OPENING DATE:

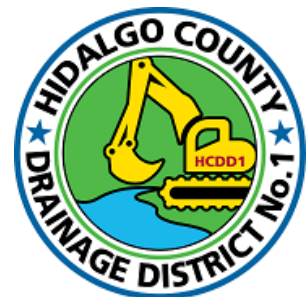
NOVEMBER 2, 2016
AT 9:30 AM

RFB NO.: HCDD1-16-052-11-02

Contact Person:

Moises Salazar, Procurement Manager
Hidalgo County Drainage District No. 1
Address: 902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

Form HCDD1-03



1. Sealed bids will be received for **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- “Auctioneer & Storage 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 Drainage District No. 1 (“District”). Strong rationale must be presented for any deviation from the specifications. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and one (1) copy of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB NO.: HCDD1-16-052-11-02 - HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 “Auctioneer & Storage Services”** and at Hidalgo County Drainage District No. 1 with a physical/ mailing address: 902 N. Doolittle Rd., Edinburg, Texas 78542, **on or before 9:30 A.M., WEDNESDAY, NOVEMBER 02, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- RFB NO.: HCDD1-16-052-11-02 “Auctioneer & Storage Services”**

Hidalgo County Drainage District No. 1 reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County Drainage District No. 1.

3. Hidalgo County Drainage District No. 1 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 elevation 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 District 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 Drainage District No. 1. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Drainage District No. 1 from all obligations to the contracting party with regard to the item(s) in question. In such event, the District 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 District 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 Drainage District No. 1. 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 Chairman of the Board 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 part of their bid.
10. The District reserves the right to accept or reject any or all bids.
11. Cost are to be net F.O.B., District Prepaid.
12. The District 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 District budget for this fiscal year only. The District, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of the District 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 District 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 Drainage District No. 1 Office in order to establish an account with the District. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY OF GOODS AND SERVICES INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday
- At least seventy two (72) hours prior notice of delivery of goods and services must be given to Moises Salazar, Procurement Manager before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Drainage District No. 1
Moises Salazar, Procurement Manager
(956) 292-7080

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 Drainage District No. 1 - "Auctioneer & Storage Services"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) Purchase Order and Contract number must be indicated on all invoices
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the District.

- 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 District, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Drainage District No. 1 (“the District”) 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 District. 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 Drainage District No. 1 for the sale or purchase of property, goods or services. 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 Drainage District No. 1 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.

Completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78589- Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

- **FORM CIS (Exhibit D-1 -LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.**

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the District **before the District may enter into a contract** with the business entity. Once contract is awarded, in box 3 of Form 1295, you will provide the awarded contract number. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7080 or via email to moises.salazar@hcdd1.org . Hidalgo County Drainage District No. 1 cannot enter

into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

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

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22. If, during the life of any contract or bid awarded, the successful bidder's net price 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 the District.
23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to the District that it meets the following requirements:
 - Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
25. Successful bidder will pay or cause to be paid, without cost or expenses to the District, 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 the District, including, but not limited to, benefits associated with the District's civil service system.
26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of service ordered, or (c) terminated by the District with thirty day's written notice prior to cancellation.
27. The District 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 District in the event of breach or default by successful bidder; the District reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless to the District 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 the District premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such District facilities. Successful bidder shall pay any judgment with costs which may be obtained against the District growing out of such injury or damages, and shall, upon request, provide a defense to the District by counsel reasonably acceptable to the District. 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.
29. 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 materials, workmanship and the like. Items supplied under a contract pursuant to this Request for Bid shall be subject to the District'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 the District. Items not picked up within one (1) week after notification shall be deemed a donation to the District and may be used or disposed of at the District's discretion and without waiver of any other rights of the District as to the item's nonconformity.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County Drainage District No. 1, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of the District.
32. Respondents must provide all documentation requested with this (RFB)-Request for Bid in their response (except for the CIQ form if NOT APPLICABLE). Failure to provide this information may result in rejection of the RFB as nonconforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

“Auctioneer & Storage Services”
BID NO.: HCDD1-16-052-11-02

To: Hidalgo County Drainage District No. 1
Moises Salazar, Procurement Manager
902 N. Doolittle
Edinburg, Texas 78542

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 Drainage District No. 1 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 the pages of the documents referenced in the Invitations to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Drainage District No. 1 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/Company
Name:

Address:

E-Mail Address:

By:

Printed Name:

Title:

EXHIBIT "A"
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: HCCD1-16-052-11-02

Project Overview:

The Hidalgo County Drainage District No. 1 (District) is seeking to contract with a qualified vendor to conduct all public auction sales of District's Surplus Vehicles, Equipment, Machinery and other miscellaneous personal property called by the District's Board of Directors which requires the services of a Licensed Auctioneer, including storage.

Specifications & Requirements

1. Auctioneer shall be licensed by TDLR, to perform public and private auctions within the state of Texas in accordance with all applicable Texas laws and regulations.

A copy of bidder's current- Auctioneer License, Vehicle Storage Facility License, Tow Truck Driver's TDLR License and Tow Truck permits, must be submitted along with bid.

2. Bids will be based on the percentage of gross sale proceeds to be retained by Auctioneer on sales conducted by the Auctioneer during the contract term. The District will require documentation (vendor invoice & customer receipt copies) on additional charges to buyers (at buyer's option) for batteries, locksmith services, etc.
3. Auctioneer will make all vehicles and equipment presentable so as to receive the best possible bid. In addition, the auctioneer should also start all vehicles that are in working condition during auction.
4. Auctioneer will provide all labor (i.e. loading and unloading of trailers, detail car washing, re keying etc.), machinery and equipment (including rental of machinery & equipment), tools and materials (i.e. pallets, plastic, tape etc.) required in rendering services, at no additional expense to the District. The District may assist auctioneer with transportation of machinery and equipment at its own sole discretion and when considered to be in its best interest to do so.
5. Auctioneer will maintain throughout the contract term, all insurances and its limits for Automobile, General, Workers Compensation Insurance and all licenses held. (Refer to Exhibit "C").
6. Auctioneer will have twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards) at Auctioneer's premises/storage facility or wherever auctioneer stores property.
7. Auctioneer will be liable for all theft or vandalism of any items that have been accepted for Auction or Storage by awarded Auctioneer.
8. Auctioneer must possess and submit a copy of their Vehicle Storage Facility License, if vehicles are to be stored at auctioneer's premise/storage facility. Pursuant to Chapter 85.200 of the Texas Department of Licensing and Regulation's Administration code.
9. Auction sales will be conducted at either option A, B or C sites with prior notice given to the

EXHIBIT "A"
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: HCCD1-16-052-11-02

Auctioneer by the District:

- Option A). Auctioneer's premises/storage facility
- Option B). District's-owned sites
- Option C). On-line auctions whether thru the auctioneers or at the District's designated website

10. In the event auction sales are conducted on other than District's-owned or controlled premises, Auctioneer shall indemnify the District harmless from any claims or damages arising out of the conduct of the sale.

11. Statutory Notification:

The District will publish the auction at its own expense, pursuant to Chapter 263.153. Of the Texas Local Government Code.

12. Promotion of Sale through Auction:

- A). It will be the Auctioneers responsibility to circulate notices promoting the Auction/Sale at the Auctioneer's expense, in English and Spanish (i.e. publication in newspapers).
- B). Auctioneer shall provide proof of such promotion to the District as part of the documentation submitted with proceeds.

13. Services to be provided by the Auctioneer and staff at no additional expense to the District; shall include, but not limited to, the following:

- A) Re-keying, detail carwash (to include removal of debris; so as to look presentable) and gas, one week prior to auction with contact's approval;
- B) Auctioneer will check in all items submitted by the District upon receiving any and all equipment and will submit an Inventory status report to the District. Inventory reports can be sent by via-e-mail to moises.salazar@hcdd1.org.
- C) A Vehicle Check in List will be prepared by Auctioneer, Forms FA12-002 & FA12-003 (*see attached Exhibit A-1*). All Drainage vehicles, equipment and machinery taken to Auctioneer's premises/storage facility, are to be physically inspected by Auctioneer. All Vehicle Check in List forms prepared by the Auctioneer shall be submitted to the District by no later than 48 hours after the vehicle arrives at the Auctioneer's premises and 72 hours, if on a weekend.
Vehicles should remain at one location at the Auctioneer's premises and not moved until the vehicles are released for auction or if the vehicle(s) need to be relocated. Unnecessary mechanical repairs and the removal of any parts should not be done to any vehicle. Any item(s) removed from any vehicle will be listed as part of the inventory (i.e. car seats, factory stereos, batteries, tires and any personal effects etc.).
- D) All Incoming inventory and transmittal documentation must be reviewed and verified to ensure all items are accounted for. Transmittal documentation *must be signed*, acknowledging the receipt of items listed. The signed form will then be given back to the District's personnel making the delivery.

EXHIBIT "A"
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: HCCD1-16-052-11-02

- E) Auctioneer will label & set-up groups or lots of equipment and individually identify, palletize and mark on the inventory list with a group or lot number. The setup of groups or lots should be made so as to get the most out of the items being sold. Lots should be prepared with the approval of the District representative.
- F) Auctioneer will remove all emblems, logos and license plates from vehicles prior to the auction. All plates will be forwarded to the District, located at 902 N. Doolittle Road, Edinburg, TX. 78542.
- G) The Auction Report: Each receipt forming part of the Auction Report should include the Lot number and the itemized description, including the District's Identification numbers (asset numbers) as indicated in the inventory list approved by the District's Board of Directors. All copies of any ads, buyer's lists, receipts and clearing of all auction proceeds must be forwarded to District by no later than fifteen (15) working days from the date of the auction.
- H) Auctioneer will handle any disputes that may arise during and at the end of Auction & may ask for assistance from the District if required for resolution.
- I). Auctioneer will provide towing service on an "AS NEEDED BASIS" to the District, at no additional expense. All tow truck drivers must possess a TDLR License and all tow trucks will have permits and be in compliance with all TDRL rules and regulations. All required licenses must be kept current with copies sent to The District yearly, for the term of contract.
- J). Auctioneer must provide a secure fenced area of at least 5 (five) acres and an enclosed warehouse (minimum of 5,000 sq. ft.), for storage of vehicles, machinery, equipment, and other items which the District wishes to store for auction or storage. Storage area must be open at least eight (8) hours a day Monday-Friday and must be available for emergencies on nights and weekends.
- K). Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be exported within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.
- L). Auctioneer shall video tape or record all auctions and submit copies to the District.
- M). Auctioneer will be responsible for completing the Application for Texas Certificate of Title (form 130U). Texas Motor Vehicle Transfer Notification (form VTR0346) and will stamp all titles and label all vehicles that are to be exported "Export Only" on the front or back of the title and vehicle windshields for all District vehicles to be auctioned and submit all copies to the District.
- N). Auctioneer is responsible for retaining records for a period of three years from the date of sale. The records should be made available to the District upon request.

EXHIBIT "A"
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: HCCD1-16-052-11-02

14. No storage fees will be assessed to the District during and at the end of the contract term.
15. In the event that the Auctioneer cannot respond adequately to the needs of the District by reason of meeting the Drainage's auction schedule or any other reason, the Auctioneer shall advise the District in writing within 24 hours of said inability. The District shall have the right to deduct the cost incurred in having to provide said services from the payment to be made to the Auctioneer under the contract and the existing contract may be canceled by the District.
16. The District reserves the right to audit the records of the auctioneer related to the sale(s) of all District's property at the auction site.
17. District items shall be first priority in all sales. The District reserves the right to add/delete items from the list up to the day of the auction. The District reserves the right to video tape or record any and all auction sales.
18. The District reserves the right to view the proposed premises prior to award of bid.
19. Auctioneer, his employees or agents, or any of his associates, shall not have any personal financial interest, directly or indirectly in the auction, by bidding or causing someone to bid, soliciting or influencing anyone to bid other than through advertising.
20. No fee for Auctioneer Services are payable for items which do not receive the minimum bid or on which District rejects the price offered at auction.

Terms and Conditions:

1. Successful bidder will be awarded a one (1) year term contract with the District's option to extend the term for an additional two (2) one-year term under the same rates, terms and conditions. The award of a contract does not constitute a representation or guarantee by the District that any or all public or private auction sales will be conducted by it during the contract term.
2. The District reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.
3. The District reserves the right to hold bids for a period of ninety (90) days without taking any action.
4. The District 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 advantage to the District.
5. The District may, at sole discretion, allow item(s) with minimum bids established for auction, to be offered for auction as many times as allowed by the District Board of Directors, if the minimum bid is not met.

EXHIBIT "A"
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: HCCD1-16-052-11-02

6. The District will have thirty (30) working days to remove and relocate all remaining inventory at no charge in the event that new provider has not been secured at the completion of the procurement process.
7. The District has the right to award all or part of this bid if it is in the best interest of the District.
8. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, the District reserves the right to seek the services of the next lowest bidder(s). In such event, the District shall charge the successful bidder the difference for any additional cost to the District.
9. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires.
 - b) Delivery acceptance of products and/or performance of services ordered or
 - c) Terminated by the District with thirty (30) days written notice prior to the cancellation.
10. All costs and expenses associated with the preparation and submission of (bid, proposals, statement of qualifications and quotes) shall be responsibility of the participant and no reimbursements for such charges or expenses shall be passed on to the District.
11. The District will seek services from state awarded vendors whenever it is its best interest to do so.
12. The District reserves the right to award the bid to MULTIPLE bidders if the District determines it is in its best interest to do so.
13. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

ADDITIONAL INFORMATION:

The District is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Moises Salazar, 902 N. Doolittle Rd., Edinburg, Texas 78542. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE/E-MAIL/IN PERSON NO LATER THAN, Wednesday, October 25, 2016 by 5:00 pm. Responses to said inquiries will be sent to all applicants via e-mail by no later than, Friday, October 28, 2016 by 5:00 pm.

EXHIBIT "A-1"

**HIDALGO COUNTY DRAINAGE DISTRICT No. 1
VEHICLE CHECK IN LIST**

-Write DOA & LAST 8 VIN No. on driver's side upper area of windshield.

DATE OF ARRIVAL (DOA): _____ TIME OF DAY: _____

RECEIVED BY: _____

DELIVERED BY: _____

YEAR: _____ MAKE _____ MODEL: _____

MILEAGE: _____ LIC PLATE# _____

STYLE: _____ COLOR: _____

VIN # _____

VEHICLE CONDITION

Optional items(after market items):"oversize tires, running boards, camper, sunroof, power windows, etc."

Indicate damaged areas:"smashed, burnt, glass cracked, rusty, dents etc."

Interior: "dirty, clean, worn, stained, etc."

Mechanical: Missing parts, working condition, keys, battery, etc."

COMMENTS:

Completed By: _____

Signature: _____

ANY ADDITIONAL CONTENTS IN VEHICLE

DATE OF ARRIVAL (DOA): _____

TIME: _____

EXAMPLE: tools, car seat, luggage, clothes, etc.

Nothing gets removed or cleared from vehicle before authorized by contact person at Hidalgo County Drainage District No. 1 #292-7080. Additional items in vehicle get inventoried but not removed from vehicle until authorized by the District.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Completed By: _____

Signature: _____

EXHIBIT "B"
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: : HCDD1-16-052-11-02

BID PAGE

AUCTION SALE PERCENTAGE _____ %

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

BIDDERS INFORMATION:

BIDDER/COMPANY NAME:	
ADDRESS	
CITY/STATE/ZIP CODE	
PHONE & FAX NO.'S	
CELLULAR NO.'S	
E-MAIL ADDRESS	
AUTHORIZED SIGNATURE	
PRINTED NAME	
TITLE	

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 Drainage District No. 1 (County) will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County Drainage District No. 1 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	<p>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.</p> <p style="text-align: center;">INSURERS AFFORDING COVERAGE</p> <p>INSURER A: _____</p> <p>INSURER B: _____</p> <p>INSURER C: _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p>
INSURED	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
C	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
					AUTO ONLY \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS- <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	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
<p>Hidalgo County Drainage District No. 1 902 N. Doolittle Road Edinburg, TX 78542</p>		<p>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.</p> <p>AUTHORIZED REPRESENTATIVE _____</p>

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 the County of bid awarded by the Hidalgo County Drainage District No. 1 Board of Directors;
- 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 Drainage District No. 1 Board of Directors; 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 Drainage District No. 1 Contract Manager 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 Drainage District No. 1 will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. 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 Drainage District No. 1 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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

EXHIBIT “D-1”

CIS Form

(for information only)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

(2) the vendor:

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
--

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County Drainage District No. 1 or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the District's Board of Directors between proposal submission date and award by the Hidalgo County Drainage District Board of Directors.
- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County Drainage District No. 1 except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____.

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: State General Services 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 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): State General Services 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): State General Services 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): State General Services Commission Other

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

Contact Person: _____ Title: _____

Phone No.: () _____ Subcontract Amount: \$ _____

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession
- 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- 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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	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 Regulations 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 2.
 *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, 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

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.

THE STATE OF TEXAS :
 :
COUNTY OF HIDALGO :

SERVICE CONTRACT

C-HCDD1-16-052--00-00

THIS CONTRACT is made and entered into this ____ day of _____, by and between Hidalgo County Drainage District No.1 of Hidalgo, Texas ("Drainage District"), and _____ Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for “**Auctioneer & Storage Services**” (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Board Of Directors of the Hidalgo County Drainage District No.1 awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Hidalgo County Drainage District No.1 and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Drainage District No. 1**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Drainage District No. 1** following a request for Services by the **Manager** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning _____ and ending on _____ and may be extended at the sole discretion of the Hidalgo County Drainage District No.1 for an additional two (2) one-year terms under the same rate, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. In addition, the District reserves the right to continue this contract for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks

or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Hidalgo County Drainage District No.1 agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless Drainage District, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Drainage District arising out of, resulting from, or connected with the provision of the Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that Drainage District has no supervision of the performance of the Services provided by Company, and that Company is an

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to Drainage District:

**Hidalgo County Drainage District No.1
Attn: Manager
902 N. Doolittle
Edinburg, Texas 78542**

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by the Hidalgo County Drainage District No. 1 without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Drainage District Board of Directors does not appropriate sufficient funds to meet the obligations of the District under this Agreement, The Drainage District may terminate this Agreement upon ninety (90) days written notice to Company. The Drainage District 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 the Drainage District pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ____ day of _____, 2016.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

By: _____
Ramon Garcia, Chairman of the Board

Company: _____

By: _____

Printed Name: _____

Title: _____

Approved by Board of Directors on: _____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez LLC

By: _____ Date: _____

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY



HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFB SUBMITTAL CHECK LIST

REQUEST FOR BIDS

“AUCTIONEER & STORAGE SERVICES”

RFB No.: HCDD1-16-052-11-02

All forms listed below must be included in the RFB response.

Indicate with a check mark (v) the Forms completed and included in this response:

- _____ Page 8 of Legal Notice
- _____ Exhibit “B” -BID PAGE
- _____ Exhibit “C” Acknowledgement forms (page 3 and 4)
- _____ Exhibit “D-1” CIQ Form- Copy of County Clerk File Recording fee receipt.
- _____ Exhibit “E” Proposers Affidavit
- _____ Vendor Bidder Application and IRS form W-9
- _____ Certification Regarding Debarment
- _____ One (1) Original, One (1) Copy containing a complete response.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS APPROVAL

AI -56816

7.

DRAINAGE DISTRICT

Meeting Date: 10/13/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to enter into a 36 month Hardware and Service Order for GPS/Fleet Telematics Solution with Verizon Networkfleet, through the District's membership with the National Joint Powers Alliance (NJPA) Contract No. 051613-NWF.

BACKGROUND

- Order terms and conditions reviewed and approved by Legal Counsel.
 - Proposed Monthly Amount of \$2,831.00 for a total of 112 units. Includes hardware, hardware installation and monitoring services.
 - All additional purchased units will be added as acquired.
 - Form HB1295 will be obtained upon approval of agreement by the Board and before issuing a purchase order.
-

Fiscal Impact

Attachments

Networkfleet Proposal and Contract information

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/07/2016 05:10 PM
Form Started By: Moises Salazar		Started On: 10/07/2016 09:08 AM
Final Approval Date: 10/07/2016		



September 16, 2016

Proposal for

GPS/FLEET TELEMATICS SOLUTION

Prepared for:

Hidalgo County Drainage

Ulysses Diazdeleon
Business Account Manager
(469) 223-4212
ulysses.diazdeleon@verizon.com



Networkfleet Pricing Proposal

Please review your custom Pricing Proposal below. This pricing is valid thru December 31, 2016.
For questions, please inquire with your sales contact.

Proposal Information			
Date	September 16, 2016	Sales Contact	Ulysses Diazdeleon (469) 223-4212 ulysses.diazdeleon@verizon.com
Purchased Type	Bundled		
Contract Term	36 Months		

Company Information	
Company Name	Hidalgo County Drainage
Address	902 N Doolittle Rd
City	Edinburg
State	TX
Zip	78542

Products & Services				
<i>Item Description</i>	<i>Code</i>	<i>Qty</i>	<i>Unit Price</i>	<i>One Time Total/ Monthly Recurring Total</i>
5500N3VD GPS Diagnostics Bundle	B-5500N3VD	97	\$23.00	\$2,231.00
5200N3VD GPS Bundle	B-5200N3VD	15	\$19.00	\$285.00
Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	PARTS047	87	\$1.00	\$87.00
9-pin Heavy Duty Harness with Square Flange (5500/5200)	PARTS044	4	\$1.00	\$4.00
Universal Harness (5200)	Parts046	21	\$0.00	\$0.00
Limited Lifetime Base Installation	D-INSTALL-UNIT	112	\$2.00	\$224.00

Total One Time Purchase	
Total Monthly Recurring	\$2,831.00

* Shipping and/or applicable taxes are not included in the above proposal. Any applicable shipping and taxes will be applied to your invoice. If Purchase Type above is Bundled, ground shipping is included in the above Unit Price.



Verizon Networkfleet

Contract#: 051613-NWF
Category: Fleet Services, Parts & Equipment
Description: GPS Fleet Tracking
Maturity Date: 07/16/2017

With Networkfleet's GPS fleet management system, government fleet managers can improve driver safety, vehicle utilization, and maintenance by accessing current GPS location and diagnostics data anytime, anywhere via the Internet. Get access to:

- Automated Mileage Readings: Reduce manual, error-prone data entry
- Speed Data: Improve driver safety
- Vehicle Location: Improve vehicle utilization with GPS tracking
- Integration: Easy data integration with Networkfleet partners like AssetWorks' Fleet Focus software, and Arsenault's Dossier software

Whether you have 100 government vehicles or 10,000, Networkfleet's vehicle tracking, maintenance and speeding alerts provide a real-time, instant view of your fleet.

- [Product Demo](#)
- [Networkfleet Capabilities](#)
- [Solutions Brief](#)
- [Networkfleet Fact Sheet](#)
- [AssetWorks Integration](#)

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE 
Our step-by-step guide

Vendor Contact Info

Chris Ellmore
Direct Phone: 617-352-6607
Chris.Ellmore@verizon.com
www.networkfleet.com



December 9, 2015

Networkfleet's National Joint Power Alliance (NJPA) Contract Summary

Networkfleet NJPA Contract Number: - 05162013-NWF

This contract is effective from 16 July 2013 – 16 July 2017

SUMMARY OF CONTRACT DOCUMENTS

Networkfleet's NJPA contract is comprised of the following documents:

1. NJPA DOC 1 – NETWORKFLEET PRICING UPDATE – EFFECTIVE 1 NOVEMBER 2015
2. NJPA DOC 2- NJPA-NETWORKFLEET AMENDMENT 01 - EFFECTIVE 4 DECEMBER 2015
3. NJPA DOC 3 - NETWORKFLEET Proposal – NJPA – dated 15 May 2013
4. NJPA DOC 4 - NJPA Solicitation Revision dated 12 March 2013

NJPA DOC 1 – NETWORKFLEET PRICING UPDATE – EFFECTIVE 1 NOVEMBER 2015

Provides Networkfleet NJPA Pricing List offered under a NJPA procurement

NJPA DOC 2- NJPA-NETWORKFLEET AMENDMENT 01 - EFFECTIVE 4 DECEMBER 2015

- Contains Exhibit A which provides the full document of the Networkfleet terms applicable to a NJPA procurement
- Contains Exhibit B which lists the exceptions to the standard NJPA terms which are applicable to a Networkfleet NJPA procurement.

NJPA DOC 3 - NETWORKFLEET Proposal – NJPA – dated 15 May 2013

- Networkfleet original proposal in response to the NJPA solicitation for this current Networkfleet NJPA contract vehicle

NJPA DOC 4 - NJPA Solicitation Revision dated 12 March 2013

- NJPA solicitation for this current NJPA contract vehicle

COMPLETE NETWORKFLEET'S CONTRACT CURRENT PRICE LIST (As of Nov 1, 2015)

ITEM NUMBER	MONTHLY SERVICE	PURCHASE PRICE	BUNDLED PRICE
5500MS	5500	\$ 19.00	\$ 23.00
5200MS	5200	\$ 17.00	\$ 19.00
1000N2VDMS	Asset Guard BX/PW	\$ 13.00	\$ 15.00
CONNECTMS	Connect	\$ 2.95	N/A
CURS60MS	CUR 1 Minute	\$ 4.00	N/A
CURS45MS	CUR 45 Seconds	\$ 6.00	N/A
CURS30MS	CUR 30Seconds	\$ 8.00	N/A
CURS15MS	CUR 15 Seconds	\$ 12.00	N/A
SATMS	Satellite	\$ 34.95	N/A

ITEM NUMBER	HARDWARE COST	PURCHASE PRICE	BUNDLED PRICE
55003NVD	5500	\$ 85.00	N/A
52003NVD	5200	\$ 85.00	N/A
1000N2VD	Asset Guard BX/PW	\$ 150.00	N/A

ITEM NUMBER	ACCESSORY TYPE	PURCHASE PRICE	BUNDLED PRICE
PARTS022	Combination Antenna B (Alternate antenna)	\$ 30.00	see note (1)
PARTS030	Reinstallation Kit	\$ 3.00	\$ 3.00
PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$ 50.00	see note (1)
PARTS032	Combination Antenna A (Standard antenna)	\$ 30.00	see note (1)
PARTS037	AT-1400 Replacement Battery	\$ 45.00	see note (1)
PARTS039	AT-1400 Bracket	\$ 20.00	see note (1)
PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$ 35.00	see note (1)
PARTS041	Sensor Input Harness (5500/5200)	\$ 10.00	see note (2)
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$ 20.00	see note (1)
PARTS043	6-pin Heavy Duty Harness (5500/5200)	\$ 35.00	\$ 1.00
PARTS044	9-pin Heavy Duty Harness with Square Flange (5500/5200)	\$ 35.00	\$ 1.00
PARTS045	9-pin Heavy Duty Harness with "D" Mount (5500/5200)	\$ 35.00	\$ 1.00
PARTS046	Universal Harness (5200)	\$ 10.00	\$ -
PARTS047	Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	\$ 35.00	\$ 1.00
PARTS049	Alternate Power Adaptor (5500/5200)	\$ 20.00	see note (1)
PARTS053	Garmin FMI 45 Cable with Traffic for CONNECT	\$ 145.95	\$ 4.00
PARTS054	Garmin FMI Modified Cable	\$ 55.00	\$ 1.00
PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$ 74.95	\$ 2.00
A-PEM001	PEM Port Expansion Module	\$ 140.00	\$ 4.00
PARTS059	Quick Install Harness	\$ 10.00	\$ -
PARTS060	Driver ID Reader	\$ 15.00	N/A
PARTS061	Driver ID Key	\$ 3.50	N/A
PARTS062	Driver ID Reader Adapter	\$ 30.00	N/A
PARTS063	Satellite Antenna	\$ 50.00	N/A
PARTS064	Satellite Harness	\$ 50.00	N/A
PARTS065	Asset Guard BX Replacement Battery (1)	\$ 75.00	N/A
PARTS066	Asset Guard BX Magnet Mount Kit (set of 4)	\$ 75.00	\$ 2.00
PARTS069	OBD Harness Extension	\$ 10.00	N/A
PARTS070	16-pin Heavy Duty Harness	\$ 35.00	\$ 1.00
PARTS071	Bluetooth Extension	\$ -	\$ -
PARTS087	Driver ID Buzzer	\$ 20.00	N/A
A-SAT001	Satellite Modem	\$ 550.00	see note (3)
D-DID-000-000	Driver ID hardware bundle (includes IDRA, reader and key)	N/A	\$ 1.00
D-DID-000-INS	Driver ID hardware bundle with Lifetime Install (includes IDRA, reader and key)	N/A	\$ 2.00
KIT-SAT	Satellite Kit (includes one modem, antenna and harness)	\$ 650.00	see note (3)

NOTES

- (1) Not available under bundled option, must be purchased.
 - (2) Sensor Input Harness (PARTS041) included when Limited Lifetime Add-On Base Install is purchased, otherwise customer must purchase the harness outright
 - (3) Satellite Kit (KIT_SAT) included in Bundled Service price
- Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware and lanyard & CalAmp 1M101-MMC25 magnets (set of 4)

ITEM NUMBER	INSTALLATION TYPE	PURCHASE PRICE	BUNDLED PRICE
H-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	
I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	
D-INSTALL-UNIT	Limited Lifetime Base Installation		\$ 2.00
D-INSTALL-AG	Limited Lifetime Base Installation (Asset Guard BX/PW)		\$ 2.00
I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$ 35.00	
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$ 65.00	
I-INSTALL-AG	Asset Guard Installation (BX/PW)	\$ 65.00	
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$ 35.00	
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$ 35.00	
I-INSTALL-SAT	Add-On to Base Installation (Satellite)	\$ 35.00	
I-INSTALL-DID	Add-On to Base Installation (Driver ID)	\$ 35.00	
I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	\$ 35.00	
D-INSTALL-FMI	Limited Lifetime Add-On to Base Installation (Garmin)		\$ 1.00
D-INSTALL-SSEM	Limited Lifetime Add-On to Base Installation (SSEM)		\$ 1.00
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)		\$ 1.00
D-INSTALL-PMC	Limited Lifetime Add-On to Base Installation (Pelican Micro Case)		\$ 1.00
D-INSTALL-PEM	Limited Lifetime Add-On to Base Installation (Port Expansion Module)		\$ 1.00
D-INSTALL-SAT	Limited Lifetime Add-On to Base Installation (Satellite)		\$ 1.00
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)		\$ 1.00
D-INSTALL-BTE	Limited Lifetime Add-On to Base Installation (Bluetooth)		\$ 1.00
I-SWAP-UNIT	Device Swap	\$ 65.00	
I-TRANSFER-UNIT	Device Transfer	\$ 65.00	
I-REMOVAL-UNIT	Removal	\$ 65.00	
	No Show	\$75 per trip	
I-TROUBLESHOOT-UNIT	Troubleshoot	\$ 65.00	
TRAINING-HALF	1/2 Day Installation Training	\$ 150.00	
TRAINING-FULL	Full Day Installation Training	\$ 300.00	

Revised Service pricing as of November 1, 2015

New/Revised Hardware/Accessory pricing as of October 12, 2015.



Networkfleet NJPA Hardware & Service Order

Networkfleet's NJPA Contract #051613-NWF

Please review populated fields and complete others as directed. For questions, please inquire with your sales contact.

Order Information			
Date	October 7, 2016	Order Type	New Business
Purchased Type	Bundled	Pricing Set-Up	Account Level
Term	36 Months	Customer #	HIDA001
Contract Type	NJPA Contract #051613-NWF	Account Sub Type	PUBLIC SECTOR
PO #		Sales Contact	Ulysses Diazdeleon (469) 223-4212 ulysses.diazdeleon@verizon.com

Company Information		Accounts Payable	
Company Name	Hidalgo County Drainage District 1	Name	
DBA		Phone	
Address	902 N Doolittle Rd	Email	
City	Edinburg	Fleet Website User	
State	TX	Main User Name	
Zip	78542	Main User Email	
Country			
Time Zone			

Products & Services				
Item Description	Code	Qty	Unit Price	One Time Total/ Monthly Recurring Total
5500N3VD GPS Diagnostics Bundle	B-5500N3VD	97	\$23.00	\$2,231.00
5200N3VD GPS Bundle	B-5200N3VD	15	\$19.00	\$285.00
Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	PARTS047	87	\$1.00	\$87.00
9-pin Heavy Duty Harness with Square Flange (5500/5200)	PARTS044	4	\$1.00	\$4.00
Universal Harness (5200)	Parts046	21	\$0.00	\$0.00
Limited Lifetime Base Installation	D-INSTALL-	112	\$2.00	\$224.00

Total One Time Purchase	
Total Monthly Recurring	\$2,831.00

Additional Terms & Conditions
<p>The following exceptions are hereby made to the NJPA Contract 051613-NWF for this customer as follows:</p> <p>The following is added to the beginning of Exhibit A, Networkfleet Additional Terms and Conditions, Paragraph 8, Indemnification: "To the extent allowable by law..."</p> <p>For this order only, it is understood that the work is to be performed in Hidalgo County, TX, and shall be governed by Texas Law.</p> <p>If there are any conflicting terms between these exceptions and those specified in the NJPA Contract, the exceptions above prevail.</p>

Shipping Procedures

Shipping Method	Ground
-----------------	--------

Notes:
Shipping and/or applicable taxes are not included in the above pricing. Any applicable shipping and taxes will be applied to your invoice. If Purchase Type above is Bundled, ground shipping is included in the above Unit Price and applicable taxes for any Hardware items in the Bundle will be applied on the first invoice. Applicable Taxes for service items will be billed monthly.

* "Qty" for The Compliance Edition and E-Logs Edition: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for each month will be determined by the actual quantity enrolled and their respective statuses as specified by the Customer for the respective month, via Customer's Self Service Portal ("SSP"). Compliance Edition quantity means the number of enrolled drivers plus the number of enrolled vehicle/assets. E-Logs Edition quantity means the number of enrolled drivers.

** "Qty" for Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration.

Ship to Address #1

Company	Hidalgo County Drainage District 1
Contact	Moises Salazar
Street Address	902 N Doolittle Rd
City	Edinburg
State	TX
Zip	78542
Country	
Phone	(956) 292-7080
Items to ship to this address:	

Payments Information	Tax Information
----------------------	-----------------

Credit Card Type		Tax ID	
Credit Card #		<i>If Tax Exempt check box and provide State Tax Exempt form to:</i>	
Credit Card Expiration mm/yy		nwftaxexempt@verizon.com	
Cardholder Name			
Request for Credit Terms			

Terms and Conditions

This order is pursuant to the Terms and Conditions of Netw orkfleet's NJPA Contract #051613-NWF. With exception to the items specified in the above Additional Terms and Conditions, no other terms and conditions apply. If Hidalgo County Drainage provides a Purchase Order, the Purchase Order number will be used for reference purposes only on any invoice from Netw orkfleet and any terms and conditions contained on the Purchase Order are reject, void and of no force and effect.

In the event Hidalgo County Drainage acquires Compliance, E-Logs or any other services provided by J.J. Keller Associates ("Keller Services") through Netw orkfleet, Hidalgo County Drainage acknowledges and expressly agrees that such Keller Services are subject to separate terms and conditions between Hidalgo County Drainage and J.J. Keller Associates, and that Netw orkfleet will not accept any liability for Hidalgo County Drainage's use, inability to use, or any other matters arising from, or related to, the Keller Services. The current end user agreements for Keller Services can be found at: <https://www.kellerencompass.com/app/login/termsofuse.aspx> and www.kellerencompass.com/deviceapp.aspx. By providing your electronic signature that Netw orkfleet is authorized to charge the credit/debit card provided on this order form, or to charge the credit/debit card already on file, on a periodic basis for the amount due under Hidalgo County Drainage's account with Netw orkfleet. For existing Netw orkfleet Customers, the credit/debit card number provided on this order form will replace any previously provided credit/debit card. You acknowledge, guarantee, and warrant that you are the legal card holder for the credit/debit card provided and that you are legally authorized to enter into a recurring billing arrangement with Netw orkfleet. If no credit card/debit card is provided on this order form or has been previously provided, then subject to a credit review, Netw orkfleet may grant credit terms. You will be notified separately by Netw orkfleet of your credit terms if granted. You understand that in order to make any alternate payment arrangements, you will contact Netw orkfleet in writing at nwfaccountsreceivable@verizon.com ten (10) days prior to the scheduled charge date to make the appropriate changes which require Netw orkfleet's written consent. This order is subject to acceptance by Netw orkfleet and is not binding on Netw orkfleet until it has been accepted by Netw orkfleet by either sending you notice of acceptance or the shipment of the products you have ordered. You acknowledge that Hidalgo County Drainage has the power and authority to enter into this agreement and to perform its obligations hereunder, that the individual signing on behalf of Hidalgo County Drainage has authority to do so, and that Hidalgo County Drainage agrees to all of the terms and conditions of Netw orkfleet's NJPA Contract #051613-NWF and agrees that this order is subject solely to the terms and conditions of Netw orkfleet's NJPA Contract #051613-NWF.

Customer Signature	
Name	
Sign Here	
Title	
Email	
Date	

Zimbra

moises.salazar@hcdd1.org

RE: [E] RE: Hidalgo County Drainage District 1 NWF Revised Agreement

From : Ulysses Diazdeleon <ulysses.diazdeleon@verizon.com> Thu, Oct 06, 2016 04:13 PM
Subject : RE: [E] RE: Hidalgo County Drainage District 1 NWF Revised Agreement 4 attachments
To : Steve Crain <scrain@atlashall.com>
Cc : 'Jaime Salazar' <jaime.salazar@hcdd1.org>, Moises Salazar <moises.salazar@hcdd1.org>, Nicholas Tsaloufis <ntsaloufis@verizon.com>, Ulysses Diazdeleon <ulysses.diazdeleon@verizon.com>, Omar Rodriguez <omar.rodriguez3@verizonwireless.com>

Mr. Crain,

Thank you!

Jaime & Moises. Can you advise on our next step here? I understand you have all the additional documents you requested. We can then proceed with the Review of the Board and Final Approval?

Let me know.

Warm Regards,

Ulysses Diazdeleon

#DATT #VZTVIBE

Regional Telematics Account Executive, Retail | B2B | Government

verizon **Telematics** | Networkfleet

Tel: +1 469-223-4212 | Fax: +1 682-222-7144

ulysses.diazdeleon@verizon.com

www.networkfleet.com



From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, October 06, 2016 4:09 PM
To: Diazdeleon, Ulysses
Cc: 'Jaime Salazar'
Subject: [E] RE: Hidalgo County Drainage District 1 NWF Revised Agreement

The agreement as revised is OK.

From: Diazdeleon, Ulysses [mailto:ulysses.diazdeleon@verizon.com]
Sent: Thursday, October 06, 2016 3:59 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Moises Salazar <moises.salazar@hcdd1.org>; Rodriguez, Omar <omar.rodriguez3@verizonwireless.com>; Diazdeleon, Ulysses <ulysses.diazdeleon@verizon.com>; Tsaloufis, Nicholas <ntsaloufis@verizon.com>
Subject: Hidalgo County Drainage District 1 NWF Revised Agreement
Importance: High

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency HIDALGO COUNTY DRAINAGE DISTRICT NO. 1	
Address (Street & number, P. O. Box or Route number) 902 N. DOOLITTLE ROAD	Phone (Area code and number) 956-292-7080
City, State, ZIP code EDINBURG, TX 78542	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Verizon Telematics-Networkfleet

Street address: 1 VERIZON WAY City, State, ZIP code: BASKING RIDGE, NJ 07920-109

Description of items to be purchased or on the attached order or invoice:


FLEET GPS SERVICES PROVIDER & EQUIPMENT,

Purchaser claims this exemption for the following reason:

LOCAL GOVERNMENT

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchase	Title	Date
		ALVARO CHUC, ACCT SUPERVISOR	05-27-16

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

AI -56835

8.

DRAINAGE DISTRICT

Meeting Date: 10/13/2016

Submitted By: Alvaro Chuc, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Request approval to create one (1) Administrative Assistant III position from the Maintenance & Operations Budget and set salary at \$37,677.00.

B.) Approval of Revised Salary Schedule and Budget Amendment to fund new position as noted in Item A in the amount of \$13,528.00 to fund through the remainder of 2016.

BACKGROUND

Fiscal Impact

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/07/2016 05:10 PM
Form Started By: Alvaro Chuc		Started On: 10/07/2016 02:01 PM
Final Approval Date: 10/07/2016		

