

E-16-110-04-05



March 16, 2016

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

Victor Garcia, General Manager  
**UNIFIRST HOLDING INC.**  
515 East Beech Avenue  
McAllen, Texas 78501  
P (956) 686-0218 F(956) 686-0538

via email: [victor\\_garcia@unifirst.com](mailto:victor_garcia@unifirst.com)

Re: **HB Form 1295 Required/Renewal/Extension Notice**  
Extension# **E-16-110-04-05**- (C-14-013-04-08)-**RENTAL** and/or **PURCHASE** of **INDUSTRIAL UNIFORMS** for **HIDALGO COUNTY**

Dear Mr. Garcia:

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

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In **box 3** of **Form 1295**, provide **Renewal/Extension No. E-16-110-04-05**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on April 5, 2016**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: [Leticia.saenz@co.hidalgo.tx.us](mailto:Leticia.saenz@co.hidalgo.tx.us) **by no later than Friday, March 25, 2016**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

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

By:

  
Victor Garcia, General Manager

Date:

3/22/16

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,  
  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/lhs  
Enclosures

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

### OFFICE USE ONLY CERTIFICATION OF FILING

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

Unifirst Holdings Inc.  
 Mcallen, TX United States

Certificate Number:  
 2016-29113

Date Filed:  
 03/22/2016

Date Acknowledged:

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

Hidalgo County

**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 goods or services to be provided under the contract.**

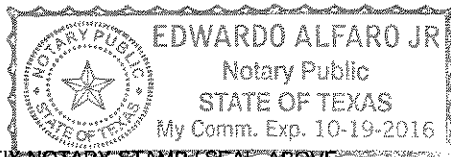
E-16-110-04-05  
 Uniform Rental Service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zuniga, Erasom	Mcallen, TX United States		X
Moreno, Alberto	Mcallen, TX United States		X
Segovia, Edgar	Mcallen, TX United States		X
Hernandez, Andres	Mcallen, TX United States		X
Torres, Carlos	Mcallen, TX United States		X
Garcia, Victor	Mcallen, TX United States		X

**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.



*[Handwritten Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Carlos Torres, this the 22<sup>nd</sup> day of March, 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
 Signature of officer administering oath

Edwardo Alfaro Jr.  
 Printed name of officer administering oath

Assistant Branch Manager  
 Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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.

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Unifirst Holdings Inc.  
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**Certificate Number:**  
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**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hidalgo County

**Date Acknowledged:**  
03/22/2016

**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 goods or services to be provided under the contract.**  
E-16-110-04-05  
Uniform Rental Service

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		Controlling	Intermediary
Zuniga, Erasom	McAllen, TX United States		X
Moreno, Alberto	McAllen, TX United States		X
Segovia, Edgar	McAllen, TX United States		X
Hernandez, Andres	McAllen, TX United States		X
Torres, Carlos	McAllen, TX United States		X
Garcia, Victor	McAllen, TX United States		X

**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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2016

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

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

<b>PRODUCER</b> Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> (877) 945-7378 <b>FAX (A/C, No):</b> (888) 467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887-1086	<b>INSURER A:</b> National Union Fire Insurance Company of Pittsburgh <b>19445</b>	
	<b>INSURER B:</b> New Hampshire Insurance Company <b>23841</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

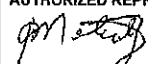
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	3333305	10/01/2015	10/01/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	7469899	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X	67940114	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Auto MA	X	X	7469900	10/01/2015	10/01/2016	See Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is an Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the Company Waives its right of Subrogation against the Additional Insured which may arise by reason of a payment of claim under all the policies, if required by written contract and as permitted by law.

Additional Insured: Hidalgo County

<b>CERTIFICATE HOLDER</b>  Hidalgo County Attn: Justin Simpson 2812 S Business Highway 281 Edinburg, TX 78539	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE: Business Auto</b> <b>CARRIER: National Union Fire Insurance Company of Pittsburgh</b> <b>POLICY TERM: 10/1/2015 to 10/1/2016</b> <b>POLICY NUMBER: 7469900</b>	<b>Any Auto</b> <b>\$2,000,000 Combined Single Limit</b>
<b>POLICY TYPE: Business Auto</b> <b>CARRIER: National Union Fire Insurance Company of Pittsburgh</b> <b>POLICY TERM: 10/1/2015 to 10/1/2016</b> <b>POLICY NUMBER: 7469901</b>	<b>Any Auto</b> <b>\$2,000,000 Combined Single Limit</b>
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: National Union Fire Insurance Company of Pittsburgh</b> <b>POLICY TERM: 10/1/2015 to 10/1/2016</b> <b>POLICY NUMBER: 1103501</b>	<b>WC - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease Each Employee</b> <b>\$1,000,000 E.L. Disease Policy Limit</b>
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: New Hampshire Insurance Company</b> <b>POLICY TERM: 10/1/2015 to 10/1/2016</b> <b>POLICY NUMBER: 67940115</b>	<b>WC - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease Each Employee</b> <b>\$1,000,000 E.L. Disease Policy Limit</b>
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: New Hampshire Insurance Company</b> <b>POLICY TERM: 10/1/2015 to 10/1/2016</b> <b>POLICY NUMBER: 67940116</b>	<b>WC - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease Each Employee</b> <b>\$1,000,000 E.L. Disease Policy Limit</b>
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: New Hampshire Insurance Company</b> <b>POLICY TERM: 10/1/2015 to 10/1/2016</b> <b>POLICY NUMBER: 67940117</b>	<b>WC - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease Each Employee</b> <b>\$1,000,000 E.L. Disease Policy Limit</b>
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: New Hampshire Insurance Company</b> <b>POLICY TERM: 10/1/2015 to 10/1/2016</b> <b>POLICY NUMBER: 67940118</b>	<b>WC - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease Each Employee</b> <b>\$1,000,000 E.L. Disease Policy Limit</b>

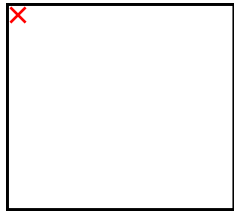
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: Insurance Company of the State of Pennsylvania</b> <b>POLICY TERM: 10/1/2015 to 10/1/2016</b> <b>POLICY NUMBER: 67940119</b>	<b>WC - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease Each Employee</b> <b>\$1,000,000 E.L. Disease Policy Limit</b>
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: New Hampshire Insurance Company</b> <b>POLICY TERM: 10/1/2015 to 10/1/2016</b> <b>POLICY NUMBER: 67940120</b>	<b>WC - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease Each Employee</b> <b>\$1,000,000 E.L. Disease Policy Limit</b>
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: New Hampshire Insurance Company</b> <b>POLICY TERM: 10/1/2015 to 10/1/2016</b> <b>POLICY NUMBER: 67940121</b>	<b>WC - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease Each Employee</b> <b>\$1,000,000 E.L. Disease Policy Limit</b>

**SPECIAL MEETING - April 5, 2016**

**BE IT REMEMBERED, that on this 5th day of April A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

<b>HONORABLE RAMON GARCIA</b>	<b>HIDALGO COUNTY JUDGE</b>
<b>HONORABLE A.C. CUELLAR, JR.</b>	<b>COMMISSIONER, PRECINCT NO. 1</b>
<b>HONORABLE EDUARDO "EDDIE" CANTU</b>	<b>COMMISSIONER, PRECINCT NO. 2</b>
<b>HONORABLE JOE M. FLORES</b>	<b>COMMISSIONER, PRECINCT NO. 3</b>

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**



**AGENDA**  
**CC REGULAR CONSENT**  
**COMMISSIONERS' COURT**  
**April 5, 2016**  
**9:30 A.M.**

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

**NOTICE TO THE PUBLIC**  
**CONSENT AGENDA**

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval for the exception of Items.6.A., 11.M.1., and 11.M.3. to be pulled for discussion.

**Vote: 4 - 0 - Unanimously**

**APPROVED**

*Court proceeded to Item.6.A.*

1. AI-54050 **Approval of check register and payment of claims and bills -** (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
2. **2016 Intradepartmental transfers:**
  - A. AI-54038 2016 - Pct. 4 Adm. (1200)
  - B. AI-54040 2016 – Pct.1 R&B (1200)
  - C. AI-54037 2016 - Pct. 1 Sanitation (1100)

2. Approval of wire transfer to cover claims paid.

- D. AI-53897 Approval of payment for the Santa Cruz Irrigation District No. 15 for delinquent flat rate assessment fees for years 2016 in the amount of \$3,103.24, with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

11.

**Purchasing Dept:**

**Notes:**

**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

- A. AI-54036 Acceptance and approval of **Work Authorization No. 2** (with an estimated cost of **\$ 10,495.01**) as submitted by project engineer, **L&G Engineering** for Project: "**Construction of Parking Lot at San Carlos CRC & Sunflower Park**" for **Hidalgo County Precinct No. 4**, in connection to "on call" GEO Tech & CMT Services Agreement# **C-15-301-09-15**.
- B. AI-54024 Requesting approval of Supplemental Agreement No. 1 for TEDSI Infrastructure, Contract No. C-12-119-07-31 resulting in additional engineering services needed for project furtherance with an estimated cost increase of \$203,636.00 for services under Work Authorization No. 3 for the Pct 2 Dicker Road Project (23rd-Jackson Rd.).
- C. AI-54013
  1. Approval of request for payment of Invoice #4 as submitted by project engineer, SAMES Engineering in the amount of \$903.91 for Work Authorization No. 2 for the Mile 12 N (2,200 LF W) road project through PO# 737688 for the month of March 2016;
  2. Approval of request for payment of Invoice #4 as submitted by project engineer, SAMES Engineering in the amount of \$4,313.96 for Work Authorization No. 1 for the Mile 4 (mile 10 - Mile 12) road project through PO# 737687 for the month of March 2016.
- D. AI-54009 Approval of Payment Application No. 2 submitted by Texas Cordia Construction, LLC, in the amount of \$81,830.48, for the project: Hidalgo County Precinct No. 1, "Paving and Drainage Imprvvements to: Mile 4 W (10N - 12N)" (Contract No. C-16-027-02-03), as reviewed by project engineer, SAM Engineering & Surveying, Inc.

- E. AI-54007 Approval of Payment Application No. 1 submitted by Texas Cordia Construction, LLC, in the amount of \$103,747.28, for the project: Hidalgo County Precinct No. 1, "Paving and Drainage Improvements to: Mile 4 W (10N - 12N)" (Contract No. C-16-027-02-03), as reviewed by project engineer, SAM Engineering & Surveying, Inc.
- F. AI-54004 Acceptance and approval of payment of Invoice # FEB 16-8 in the amount of \$10,822.50 as submitted by LeFEVRE Engineering for the provision of engineering services in connection to Contract #C-14-308-09-09- PO# 721465 and Work Authorization No. 1 Spanish Palms project.
- G. AI-54002
  1. Approval of Certificate of Construction Completion as submitted by 2GS, LLC reflecting the date of 2/28/16.
  2. Approval of Payment Application No. 4 (Retainage Release) submitted by 2GS, LLC, in the amount of \$15,031.90, for the project: Hidalgo County Precinct No. 1, "Paving and Drainage Improvements to: Spanish Palms Subdivision" (Contract No. C-15-256-08-25), as reviewed by project engineer, LeFevre Engineer & Management Consulting, LLC.
- H. AI-53962 Approval of Application for Payment No. 1 in the amount of \$100,694.25 for 2GS, LLC, contracted vendor for Tijerina Estates Subdivision (Pct. 1) as submitted by project engineer Hidalgo County Drainage District No. 1(C-CAP-15-332-12-01).

I. AI-53934 Approval to exercise the County's option to extend the additional **one (1) year** term with the vendors listed below [under the same rates, terms and conditions] for the purposes of **"Rental and/or Purchase of Industrial Uniforms"** for Hidalgo County, commencing, **04/30/2016**, subject to compliance with **HB23** and/or **HB1295** [when and/or if applicable].

**APPROVED**

1. UNIFIRST HOLDING COMPANY
2. MODEL LAUNDRY
3. G & K SERVICES, INC.

- J. AI-53933 Approval to exercise the County's option to extend the **one (1) year** term with [Dr. Justin Cerelli] and **Four Paws Animal Hospital**, [permitted per agreement under the same rates, terms and conditions] for the purposes of providing **"Veterinary Services"** for the **Hidalgo County Sheriff's Office**, commencing **04/30/2016**.
- K. AI-53926 Approval of payment for Invoice #20162674 in the amount of \$3,502.41 submitted for professional services by TEDSI Infrastructure Group, contract C-12-119-07-31 (WA# 3) for the Pct. 2 Dicker Road Project.



**Departments.** 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **APRIL 30, 2014** and expiring on **APRIL 29, 2016** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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 County 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 County 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 County 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 County, 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 County arising out of, resulting from, or connected with the provision of the Service 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 County 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 County: County of Hidalgo  
Attn: County Judge  
302 West University Drive  
Edinburg, Texas 78539

If to Company: Unifirst Holding Inc.  
Attn: Victor Garcia, General Manager  
515 East Beech Avenue  
McAllen, Texas 78501

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 County 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 Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. Company represents and warrants to County that the person signing this agreement on behalf of Company has the authority to bind the Company to the terms and provisions of this contract.

WITNESS our hands in duplicate originals this 8th day of April, 2014.

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

By: [Signature]  
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

**ATTEST:**

By: [Signature]  
Arturo Guajardo, Jr., County Clerk

By: [Signature]  
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 4/8/14 RO

**COMPANY: UNIFIRST HOLDING INC.**

By: [Signature]  
Printed Name: Victor Garcia  
Title: General Manager

**EXHIBIT "A"**  
REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET



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

**REQUEST FOR BIDS (RFB)**

*Hidalgo County*

*“Rental and/or Purchase of Industrial Uniforms”*

**RFB NO: 2014-013-02-05-SMA**

**Table of Contents**

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1.	<b>Request for Bid Letter</b>	<b>1</b>
2.	<b>Request for Bid, Legal Notice</b>	<b>8</b>
3.	<b>Exhibit “A” Specifications/Requirements</b>	<b>8</b>
4.	<b>Exhibit “B” Bid Page</b>	<b>2</b>
5.	<b>Exhibit “C”- Insurance Requirements</b>	<b>4</b>
6.	<b>Exhibit “D”- CIQ Conflict of Interest Questionnaire</b>	<b>1</b>
7.	<b>Vendor/Bidder Application and W-9 form</b>	<b>6</b>
8.	<b>Certification Regarding Debarment</b>	<b>1</b>
9.	<b>Draft Service Contract Agreement</b>	<b>8</b>

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

Thank you.

  
Martha L. Salazar, CPPB, Purchasing Agent

January 21, 2014

Date



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

January 21, 2014

\_\_\_\_\_  
Participant's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

Re: **HIDALGO COUNTY**  
Request for Bids - ***“Rental and/or Purchase of Industrial Uniforms”***  
**Bid No: 2014-013-02-05-SMA**

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

<b>Bid No: 2014-013-02-05-SMA</b>	<b>Buyer: Sandra Montalvo</b>	<b>Tel. No: (956) 318-2626-ext 4865</b>
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# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

### **“Rental and/or Purchase of Industrial Uniforms”**

**BID OPENING DATE: February 05, 2014 @ 9:30 A.M.**

**Contact Person:**

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

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY –RENTAL and /or PURCHASE OF INDUSTRIAL UNIFORMS”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **“BID NO. 2014-013-02-05-SMA- HIDALGO COUNTY- “RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS”** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building., Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY February 05, 2014.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2014-013-02-05-SMA-HIDALGO COUNTY-RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS”.**

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

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

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

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY-RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- Discount payments will be considered when offered.
  
- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office**  
**2808 S. Bus. Hwy 281**  
**Edinburg, Texas 78539**  
**Attn: Elizabeth Cano**  
**956-318-2511**

17. **SCHEDULE OF EVENTS**

<b>Bid Opening, 9:30 AM</b>	<b><u>February 05, 2014</u></b>
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
  
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
  
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all

subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

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

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

**COMPLETION AND SUBMISSION OF FORM CIQ (Exhibit D) IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
**HIDALGO COUNTY**  
*“Rental and/or Purchase of Industrial Uniforms”*

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Bus. Hwy. 281  
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT "A"**  
**SPECIFICATIONS/REQUIREMENTS**  
**Hidalgo County**  
***"Rental and/or Purchase of Industrial Uniforms"***  
***Bid No. 2014-013-02-05-SMA***

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**Scope of Project:**

Hidalgo County is hereby requesting bids to select a full service uniform program, purchasing, or value leasing for "UNIFORMS" on an as needed basis. The contract will cover all services, travel, labor, and materials necessary to provide Hidalgo County with the specified "UNIFORMS" service.

**Specifications/Requirements:**

- 1) The awarded company will be required to meet with each department utilizing uniform rental service or purchase to determine actual and any special needs.
- 2) For a full service uniform program, eleven (11) sets of "New" uniforms are required to be provided to each individual employee within their department. For a value leasing program, six (6) sets of "New" uniforms are required to be provided to each individual employee within their department. New Uniforms must be in comparable quality, fabric content style and color to existing uniforms. Including 100 % cotton short & long sleeve shirts. All available colors, sizes and plus sizes shall be provided to Hidalgo County to meet the department's needs.
- 3) Awarded bidder must provide coveralls at no additional cost to Hidalgo County.(Refer to Questionnaire, #5)
- 4) The successful bidder will be required to measure each individual employee within a fifteen (15) working day period after notification by Hidalgo County of contract award and must deliver the uniforms within twenty (20) days after measurement of all employees. **New uniforms are to be issued every year to each individual employee regardless the condition of the uniform.**
- 5) New hires within the contract year are to be measured within five (5) working day(s) and are to be provide new uniforms within ten (10) working day(s)after notification by Hidalgo County, unless the new hire occurs thirty (30) days prior to the yearly anniversary date of the contract. In that event, the new hire would receive the new uniforms no later than the anniversary date of contract.
- 6) Due to the differences in the number of the employees utilizing this service, the awarded firm will be required to supply a reasonable range of sizes to accommodate the needs of the employees.
- 7) Bidder(s) must provide professional cleaning & make regular deliveries (same day each and every week) for the full service uniform program. Bidder must also be able to pick up the soiled uniforms and deliver newly cleaned uniforms, however if cleaned uniforms appear to be overly soiled (visible oil & grease spots) uniforms shall be replaced with clean uniforms & delivered immediately at no additional cost to Hidalgo County. All uniforms will be washed and cleaned thoroughly to remove production chemicals in order to prevent potential causes of irritation or skin rash from affecting employees.
- 8) Bidder must submit forms for requests for comments, problems and repair needs will be sent to the employees at least on a six (6) month basis.
- 9) Bidder must provide County employees with the "Continuous Replacement System", for damaged, worn out, permanently soiled, or size change uniforms. No depreciation schedule will be used in replacing used uniforms. No additional charge will be placed on replacing uniforms or emblems.
- 10) Any of the garments which will need repairs (examples: missing buttons, tears in clothing, and damaged patches) must be repaired prior to acceptance of delivery of uniforms. **The bidder shall be available during the contract period to perform exchange services of worn out uniforms.**
- 11) Any uniform which cannot be repaired to a good condition when damaged must be replaced with items in comparable condition with those previously supplied at no cost to Hidalgo County. Uniforms delivered with rips, holes, missing buttons, etc., will be sent back and no rental charge shall be paid for that item until it is returned in an acceptable condition.
- 12) If an employee has gained or lost weight and their uniforms no longer fit, the Service Representative shall measure the

employee and return the next week to replace the garment to the proper size at no additional cost.

- 13) Bidder(s) shall maintain inventory control for each employee so that the Hidalgo County knows at all times how many uniforms have been assigned. Any delivery shortages must be corrected within forty-eight (48) hours to ensure that employee has adequate work clothes. **Price(s) must be based on weekly rate; per employee.**

**MONITORING OF CONTRACT:**

- 1) The awarded vendor will be required to establish a check-in/check-out inventory system at all locations where uniforms will be utilized. Vendors shall submit forms to be used for this purpose with their bid. These forms will be used by each location, and are subject to County approval. The forms must show, at a minimum, the quantity of each item turned in by each employee, and the number of items delivered by the awarded vendor each week. This form should also reflect an addition, deletions, transfers effective the next week. A copy of the check-in/check-out form shall be retained by both the driver and the County Department Head, upon delivery at each location.
  
- 2) Hidalgo County reserves the right to add or delete additional employees, or locations at any time during this contract. These additions or deletions shall be at **no extra charge**, except for the weekly uniform costs involved.

**DELIVERIES:**

Deliveries shall be made once per week to each location requiring the full service uniform program. Delivery and pickup locations are subject to change, but not limited to the following:

	DEPARTMENT	ADDRESS	CITY	CONTACTS	PHONE
1.	Hidalgo County Facilities Management Office	3100 S. Bus 281 P.O Box 1356	Edinburg, Tx 78539	Daniel Flores /Alma Ybarra	(956)287-7850
2.	Hidalgo County Precinct No. 1	1902 Joe Stephens Ave.	Weslaco, Tx 78596	Katia Garcia/David Rodriguez	(956)-968-8733
3.	Hidalgo County Precinct No. 2	301 E. State Street	Pharr, Tx 78577	Yolanda Cisneros/ Ricardo Cuellar	(956)-787-1891
4.	Hidalgo County Precinct No. 3	724 N. Breyfogle Rd. (Administration Office)	Mission, TX 78574	Norma Ceballos	(956)-585-4509
		8310 W. Mile 7 Rd. (Pct 3 –Motor pool)	Mission, Tx 78574	Louie Mendoza	(956)-585-4509
		Penitas Landfill - 0.5 Mile W. of FM1427 on Military Rd.	Penitas, Texas	Norma Ceballos	(956)-585-4509
		Anzaldua's Park - US 83 & Conway South (approx) 3 Miles exit on FM494	Mission, Tx 78574	Norma Ceballos	(956)-585-4509
5.	Hidalgo County Sheriff's Office	711 El Cibolo Road	Edinburg, Tx 78539	Juan Tapia/Richard Ozuna	(956)383-8114
6.	Hidalgo County Health & Human Services	1304 S. 25 <sup>th</sup> Street	Edinburg, Tx 78539	Josie Escalante	(956) 383-6221
7.	Hidalgo County Election Dcpt	101 S. 10 <sup>th</sup> Avenue	Edinburg, Tx 78539	Melanie Esparza	(956) 318-2570

**(Other Hidalgo County departments may require this service in the future)** if so, additional information will be forwarded to awarded bidder. Garments are to be delivered on hangers.

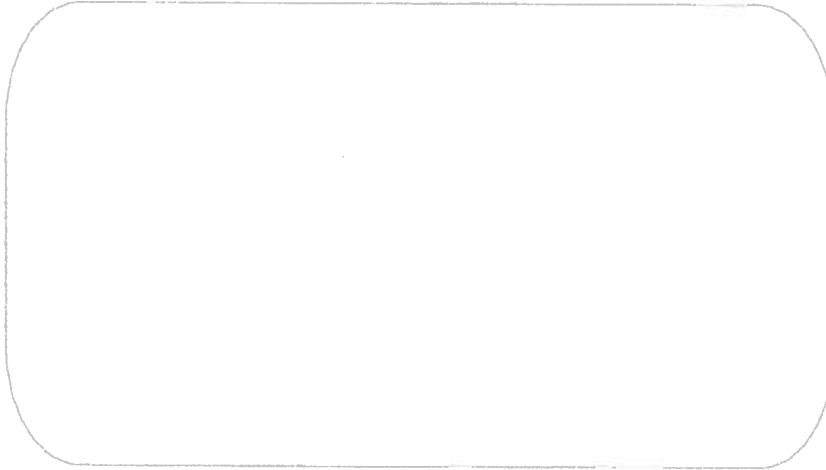
**UNIFORM COSTS:**

Costs shall be based on provision and laundering of eleven **uniform** sets (five day work week), and six uniform sets (value lease program). These costs shall be inclusive of all charges, including start-up, replacement of garments, etc.

On the bid form, vendors shall also include the cost for replacement of uniforms lost by employees. Vendor shall base these charges upon individual occurrences, rather than include in the cost of overall pricing.

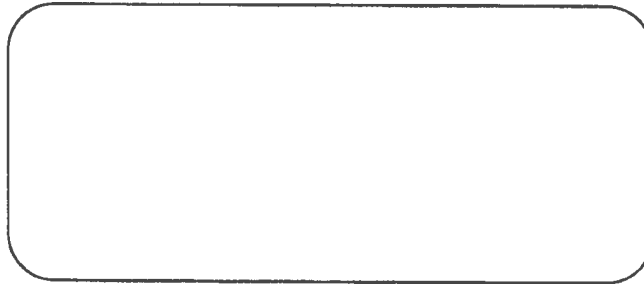
**EMBLEMS:**

Each uniform shall be provided with embroidered emblems, with County logo and employee name. The placement of the emblems on the front of the uniforms shall be:



Size of Patches:

**ROUNDED CORNERS / BLOCKED LETTERS**  
**HIDALGO COUNTY LOGO (LEFT CHEST SIDE)**  
**4 1/2" W X 2 1/2" H, APPROXIMATELY**



**EMPLOYEE NAME TAG (RIGHT CHEST SIDE)**  
**3 1/2" W x 1 1/2" H, APPROXIMATELY**

- 1) **LOGO TO BE PROVIDED ON POLO SHIRTS (EMBROIDERED) APPROPRIATE SIZE & COLOR OF LOGO TO BE DETERMINED BY USER DEPARTMENT(S).**
- 2) The cost for these emblems shall be the vendor's responsibility. Hidalgo County desires to have its emblems sewn to the uniforms. **On the bid price page indicate how your firm applies emblems to uniforms.**
- 3) Vendors should be aware that various departments may choose different logo emblems. Vendor shall indicate on the price page, the cost, if any, for the vendor to provide and install these logo emblems. Hidalgo County will work with the awarded bidder to attain an approved design. Actual samples of the finished patches must be provided for approval.

**OUTFITTING OF UNIFORMS:**

- 1) Initial outfitting of uniforms shall be new. As additional personnel are hired, they shall be furnished with new uniforms.
- 2) Additional uniforms for "New Hire" employees shall be provided with eleven (11) or six (6) sets of "New" uniforms, depending on the program. Uniforms for new employees must be delivered within (10) working days after notification.

## **VENDOR REQUIREMENTS:**

- 1) The vendor should maintain a permanent office within the Rio Grande Valley, operated by a full time staff.
- 2) If the awarded vendor is located out of the local calling area, it is required that the vendor have a toll free number.
- 3) Vendors shall issue separate invoices for each County Department that accesses this contract, based on individual purchase orders. The invoices shall show, at a minimum, the purchase order number, employee names and the number of uniforms cleaned and returned for each employee.
- 4) Vendors shall be required to rectify any problem that he is made aware of, within ten days of said notice.

## **REQUIRED SUBMITTALS:**

The following items **must be submitted**, and must be acceptable, in order for your bid to be considered.

- a) Vendor(s) are required to submit a brief history of their company. Vendor shall also submit the names, addresses, phone numbers, and contact person of at least three businesses that utilize their firm's services as a reference.
- b) Vendor shall submit, under separate cover, samples, identical in style and fabric to items to be provided under this bid. Samples must be submitted at no charge to Hidalgo County. Each sample shall be clearly labeled with the vendor's name, bid number, manufacturer and style number. Samples must be picked up by vendors, upon notification by Purchasing, after the evaluation has been completed.
- c) Vendor(s) shall submit a color chart, showing uniform colors available. Each Department shall decide what colors, and styles (executive, industrial, short or long sleeve, etc) that they require, based on the samples submitted.
- d) Vendor(s) shall submit the size ranges (male and female) that are available for all items.
- e) Vendor(s) shall submit a sample check-in/check-out form.
- f) Vendor(s) shall submit a procedure for employee to begin, discontinue, or transfer uniform services from one location to another.
- g) Vendor(s) shall indicate their company criteria for determining when a uniform needs to be replaced. (See Attachment A)

## **UNIFORM RETURN:**

At the termination of this contract all rental uniforms will be returned to the vendor within 20 days. Any shortages will be reimbursed by the County at the prices, as listed on the bid price form.

- ***Uniform lost or unreturned:***  
Policy for lost or unreturned uniforms must be stated on **Attachment A**.
- ***Uniform credits:***  
Credit for uniform service while employees are on sick leave, vacations and other leaves of absence and/or terminated/resigned employees must be stated on **Attachment A**.
- ***Complaints:***  
It is the responsibility of the successful bidder to respond to complaints within forty-eight (48) hours with a reasonable and acceptable solution.

## **BASIS OF AWARD:**

The basis of award will be overall low bidder meeting all specifications and requirements for each option. Option 1 (Full Service Uniform Program), Option 2 (Value Lease), Option 3 (Purchase of Garments). It shall be at Hidalgo County's sole discretion to elect the most advantageous option. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

### **TERM AND CONDITIONS:**

- 1) Price(s) shall be fixed for a period of two (2) years with the County's option to renew one (1) additional year. **If awarded, bidder incurs any additional expenses during the term of the contract, those additional expenses shall not be charged to Hidalgo County throughout the duration of the contract.**
- 2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term due to unforeseen delay in award of the next contract term.
- 3) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- 4) Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
- 5) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- 6) Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.
- 7) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.
- 8) Insurance Requirements- certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- 9) Vendor must complete and file CIQ form (refer to EXHIBIT "D") to the Hidalgo County Clerk's Office-Recording Department, located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. Vendor must return a filed copy including a copy of receipt with your bid response.

### **ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, **Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 So. Business 281 (New Administration Bldg), Edinburg, Texas 78539.** Telephone inquiries will not be accepted.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by NO LATER THAN, Wednesday, January 29, 2014 BY 5:00 P.M. Responses to all applicants will be emailed by no later than, 5:00 p.m., FRIDAY, January 31, 2014.**

**ATTACHMENT A**

<b>1) UNIFORM REPLACEMENT POLICY:</b>
<b>2) UNIFORM CREDIT POLICY:</b>
<b>3) UNIFORM LOSS OR UNRETURNED POLICY:</b>

## QUESTIONNAIRE

1. Is there a fee for returned uniforms upon termination or resignation of an employee? If so, what is your fee and how long must an employee lease a uniform without paying termination charges?

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2. Will your company be capable of depicting actual charges?

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3. Will your company furnish coveralls, free of charge, with the rental or purchase of uniforms? If so, how many?

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4. If contract is awarded to your company, the prices will be in effect for the length of the contract.

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5. Please list any warranties and any other policies not described in Attachment A.

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## REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides.

1) Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ email address: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

2) Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ email address: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

3) Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ email address: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

# EXHIBIT "B"

BID PAGE

'Hidalgo County

## ***"RENTAL and/or PURCHASE of INDUSTRIAL UNIFORMS"***

Bid No. 2014-013-02-05-SMA

NIGP COMMODITY CODE INFORMATION:

936-18-Clothing Maintenance & Repair

983-86- Uniforms Rental & Lease

200-Clothing

Item Description	OPTION 1	OPTION 2	OPTION 3	Price For Lost Garment
	Full Service Weekly rate rental per employee	Value Lease Weekly rate per employee	Purchase of Garment	
1. SHIRTS- LONG SLEEVE INDUSTRIAL (men & women) 65% Polyester 35% Cotton				
2. SHIRTS-LONG SLEEVE INDUSTRIAL (men & women) 100% cotton				
3. SHIRTS- LONG SLEEVE INDUSTRIAL (men & women) Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton				
4. SHIRTS-SHORT SLEEVE INDUSTRIAL (men & women) 65% Polyester 35% Cotton				
5. SHIRTS-SHORT SLEEVE INDUSTRIAL (men & women) 100% cotton				
6. SHIRTS- SHORT SLEEVE INDUSTRIAL (men & women) Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton				
7. SHIRTS- EXECUTIVE WESTERN STYLE (Men) 65% Polyester 35% Cotton				
8. POLO SHIRTS (men & women) 50% Polyester 50% Cotton				
9. SHORT SLEEVE SMOCK (women) 65 % Polyester 35% Cotton				
10. TROUSERS-Industrial (men) 65% Polyester 35% Cotton				
11. TROUSERS-INDUSTRIAL (WOMEN) 65% Polyester 35% Cotton				
12. EXECUTIVE PANTS (Men) *must be available for Supervisory positions as requested by dept. 65% Polyester 35% Cotton				
13. RIPSTOP PANTS-(MEN) 100% ripstop cotton pants military-grade heavyweight 10-oz				
14. DENIM BLUE JEANS-100% Cotton- (MEN) (Boot Cut, Flare & Straight Leg) 14 3/4 Oz. Denim				
15. SHORTS- Pleated Uniform (Men) 65% Polyester/35% Cotton				
16. SHORTS- Pleated Uniform (Women) 65% Polyester/35% Cotton				
17. COVERALLS- 65% Polyester 35% Cotton				
18. PATCHES AND/OR LOGOs-- one time charge for Shirt				
19. ADDITIONAL FEES (if any):				

## ACKNOWLEDGMENT FORM

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.

Bidder /Company's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number/: \_\_\_\_\_

Cellular Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

**Revised 03/11/11**

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

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				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 AND 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	<b>AUTOMOBILE LIABILITY</b>				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				
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
C	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
D	<input type="checkbox"/> RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUS: <input type="checkbox"/> OTHER TORY LIMITS
					E L EACH ACCIDENT \$
					E L DISEASE-EA EMPLOYEE \$
	<b>OTHER</b>				E L DISEASE-POLICY LIMIT \$

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

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

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

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

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

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **NOTICE TO BIDDER:**

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

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

## **THIS FORM MUST ACCOMPANY BID PACKET**

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: \_\_\_\_\_.

2. Bond (if applicable) \_\_\_\_\_.

3. Certificates: \_\_\_\_\_.

4. Permits: \_\_\_\_\_.

5. Other: \_\_\_\_\_.

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code  
 A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_   
 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

**A** Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

**B** Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

**C** Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

**D** Describe each employment or business relationship with the local government officer named in this section

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

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

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

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

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

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

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

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

**Nonresident alien who becomes a resident alien.**

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

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

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

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

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.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](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal 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 regarding partnerships* on page 1.

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**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.

**EXHIBIT "B"**  
VENDOR'S BID PRICE & TABULATION

# EXHIBIT "B"

BID PAGE

Hidalgo County

**"RENTAL and/or PURCHASE of INDUSTRIAL UNIFORMS"**

Bid No. 2014-013-02-05-SMA

NIGP COMMODITY CODE INFORMATION:

936-18-Clothing Maintenance & Repair

983-86- Uniforms Rental & Lease

200-Clothing

OPENED  
 02/15/14  
 a 33am  
 Witnessed

Item Description	OPTION 1	OPTION 2	OPTION 3	Price For Lost Garment
	Full Service Weekly' rate rental per employee	Value Lease Weekly rate per employee	Purchase of Garment	
1. SHIRTS- LONG SLEEVE INDUSTRIAL (men & women) 65% Polyester 35% Cotton	3.26	1.71	13.00	11.00
2. SHIRTS-LONG SLEEVE INDUSTRIAL (men & women) 100% cotton	4.25	3.00	15.00	13.00
3. SHIRTS- LONG SLEEVE INDUSTRIAL (men & women) Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	6.68	3.78	22.00	18.00
4. SHIRTS-SHORT SLEEVE INDUSTRIAL (men & women) 65% Polyester 35% Cotton	3.15	1.65	11.00	9.00
5. SHIRTS-SHORT SLEEVE INDUSTRIAL (men & women) 100% cotton	4.10	2.94	13.00	11.00
6. SHIRTS- SHORT SLEEVE INDUSTRIAL (men & women) Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	6.50	3.41	19.00	16.00
7. SHIRTS- EXECUTIVE WESTERN STYLE (Men) 65% Polyester 35% Cotton	3.92	2.07	15.00	13.00
8. POLO SHIRTS (men & women) 50% Polyester 50% Cotton	3.88	2.06	15.00	13.00
9. SHORT SLEEVE SMOCK (women) 65 % Polyester 35% Cotton	3.52	2.38	16.00	13.50
10. TROUSERS-Industrial (men) 65% Polyester 35% Cotton	3.08	1.68	16.50	13.90
11. TROUSERS-INDUSTRIAL (WOMEN) 65% Polyester 35% Cotton	3.96	2.16	18.00	15.00
12. EXECUTIVE PANTS (Men) *must be available for Supervisory positions as requested by dept. 65% Polyester 35% Cotton	3.41	1.86	17.00	15.00
13. RIPSTOP PANTS-(MEN)100% ripstop cotton pants military-grade heavyweight 10-oz	No Bid	No Bid	No Bid	N/A
14. DENIM BLUE JEANS-100% Cotton- (MEN) (Boot Cut, Flare & Straight Leg)14 3/4 Oz. Denim	4.40	2.40	18.00	15.00
15. SHORTS- Pleated Uniform (Men) 65% Polyester/35% Cotton	2.64	1.68	12.50	10.00
16. SHORTS- Pleated Uniform (Women) 65% Polyester/35% Cotton	N/A	N/A	N/A	N/A
17. COVERALLS- 65% Polyester 35% Cotton			19.00	16.00
18. PATCHES AND/OR LOGOs— one time charge for Shirt	57.75	31.50	5.25/ pc	N/A
<b>ADDITIONAL FEES (if any):</b>				
19. 3XL - 5 XI Shirts upcharge per piece	20%	20%	25%	N/A
Pants size 44' plus / Sz 20" plus upcharge per pc.	20%	20%	25%	N/A

**EXHIBIT "B"**

**BID PAGE**

**'Hidalgo County**

**"RENTAL and/or PURCHASE of INDUSTRIAL UNIFORMS"**

Bid No. 2014-013-02-05-SMA


NIGP COMMODITY CODE INFORMATION:

936-18-Clothing Maintenance & Repair

983-86- Uniforms Rental & Lease

200-Clothing

**OPENED**  
02/05/14  
9:33am  
**Witnessed**



**Option "B"**

- 1) Replacements, Size exchanges, New Employees will be made with Semi-Used to Grade 2 garments
- 2) No new garments annually, No Free coveralls
- 3) Loss and/or Damaged uniforms will be charged at values listed on this page

Item Description	OPTION 1	OPTION 2	OPTION 3	Price For Lost Garment
	Full Service Weekly* rate rental per employee	Value Lease Weekly rate per employee	Purchase of Garment	
1. SHIRTS- LONG SLEEVE INDUSTRIAL (men & women) 65% Polyester 35% Cotton	1.54	.84	13.00	11.00
2. SHIRTS-LONG SLEEVE INDUSTRIAL (men & women) 100% cotton	2.46	1.35	15.00	13.00
3. SHIRTS- LONG SLEEVE INDUSTRIAL (men & women) Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	3.52	1.92	22.00	18.00
4. SHIRTS-SHORT SLEEVE INDUSTRIAL (men & women) 65% Polyester 35% Cotton	1.23	.68	11.00	9.00
5. SHIRTS-SHORT SLEEVE INDUSTRIAL (men & women) 100% cotton	2.35	1.28	13.00	11.00
6. SHIRTS- SHORT SLEEVE INDUSTRIAL (men & women) Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	3.26	1.78	19.00	16.00
7. SHIRTS- EXECUTIVE WESTERN STYLE (Men) 65% Polyester 35% Cotton	2.37	1.29	15.00	13.00
8. POLO SHIRTS (men & women) 50% Polyester 50% Cotton	No Bid	No Bid	15.00	No Bid
9. SHORT SLEEVE SMOCK (women) 65 % Polyester 35% Cotton	2.29	1.25	16.00	13.50
10. TROUSERS-Industrial (men) 65% Polyester 35% Cotton	2.11	1.15	16.50	13.90
11. TROUSERS-INDUSTRIAL (WOMEN) 65% Polyester 35% Cotton	2.40	1.30	18.00	15.00
12. EXECUTIVE PANTS (Men) *must be available for Supervisory positions as requested by dept. 65% Polyester 35% Cotton	2.42	1.32	17.00	15.00
13. RIPSTOP PANTS-(MEN)100% ripstop cotton pants military-grade heavyweight 10-oz.	No Bid	No Bid	No Bid	N/A
14. DENIM BLUE JEANS-100% Cotton- (MEN) (Boot Cut, Flare & Straight Leg)14 3/4 Oz. Denim	2.76	1.51	18.00	15.00
15. SHORTS- Pleated Uniform (Men) 65% Polyester/35% Cotton	1.65	.90	12.50	10.00
16. SHORTS- Pleated Uniform (Women) 65% Polyester/35% Cotton	N/A	N/A	N/A	N/A
17. COVERALLS- 65% Polyester 35% Cotton	3.22	1.76	19.00	16.00
18. PATCHES AND/OR LOGOs-- one time charge for Shirt	23.10	12.60	5.25/ pc	N/A
19. ADDITIONAL FEES (if any): (see below)				
3XL - 5 XI Shirts upcharge per piece	20%	20%	25%	N/A
Pants size 44' plus / Sz 20" plus upcharge per pc.	20%	20%	25%	N/A

**HIDALGO COUNTY PURCHASING DEPARTMENT  
TABULATION SHEET**

DESCRIPTION OF BID: Hidalgo County -**RENTAL and /or PURCHASE of INDUSTRIAL UNIFORMS**  
 BID NO: 2014-013-02-05-SMA

**BID OPENING DATE: February 05, 2014 @ 9:30 A.M**

**BUYER: Sandra Montalvo**

**PARTICIPATING VENDORS**

Item Description	UNIFIRST HOLDING, INC. McAllen, TX				MODEL LAUDRY, LLC LOS INDIOS, TX				G & K SERVICE SAN ANTONIO, TX			
	option 1	option 2	option 3	Price For Lost Garment	option 1	option 2	option 3	Price For Lost Garment	option 1	option 2	option 3	Price For Lost Garment
	Full Service Weekly rental rate per employee	Value Lease Weekly rate per employee	Purchase of Garment		Full Service Weekly rental rate per employee	Value Lease Weekly rate per employee	Purchase of Garment		Full Service Weekly rental rate per employee	Value Lease Weekly rate per employee	Purchase of Garment	
1. SHIRTS- LONG SLEEVE INDUSTRIAL (men & women) 65% Polyester 35% Cotton	\$3.26	\$1.71	\$13.00	\$11.00	\$3.90	\$2.50	\$15.00	\$16.00	\$2.15	\$1.15	\$19.95	\$19.95
2. SHIRTS-LONG SLEEVE INDUSTRIAL (men & women) 100% cotton	\$4.25	\$3.00	\$15.00	\$13.00	\$5.04	\$3.00	\$18.43	\$20.00	\$2.80	\$1.50	\$20.95	\$20.95
3. SHIRTS- LONG SLEEVE INDUSTRIAL (men & women) Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	\$6.68	\$3.78	\$22.00	\$18.00	\$9.00	\$5.66	\$31.95	\$35.00	\$3.25	\$1.78	\$24.85	\$24.85
4. SHIRTS-SHORT SLEEVE INDUSTRIAL (men & women) 65% Polyester 35% Cotton	\$3.15	\$1.65	\$11.00	\$9.00	\$3.75	\$2.25	\$12.25	16.00	\$2.15	\$1.15	\$19.95	\$19.95
5. SHIRTS-SHORT SLEEVE INDUSTRIAL (men & women) 100% cotton	\$4.10	\$2.94	\$13.00	\$11.00	\$4.85	\$2.90	\$17.82	\$20.00	\$2.80	\$1.50	\$20.95	\$20.95
6. SHIRTS- SHORT SLEEVE INDUSTRIAL (men & women) Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	\$6.50	\$3.41	\$19.00	\$16.00	\$9.00	\$5.44	\$31.95	\$35.00	\$3.25	\$1.78	\$24.85	\$24.85
7. SHIRTS- EXECUTIVE WESTERN STYLE (Men) 65% Polyester 35% Cotton	\$3.92	\$2.07	\$15.00	\$13.00	\$4.88	\$3.50	\$19.43	\$20.00	\$3.60	\$2.05	\$23.95	\$23.95
8. POLO SHIRTS (men & women) 50% Polyester 50% Cotton	\$3.88	\$2.06	\$15.00	\$13.00	\$4.88	\$3.50	\$17.95	\$20.00	\$3.60	\$2.05	\$23.95	\$23.95
9. SHORT SLEEVE SMOCK (women) 65% Polyester 35% Cotton	\$3.52	\$2.38	\$16.00	\$13.50	\$4.88	\$3.50	\$17.00	\$20.00	\$2.65	\$1.47	\$20.95	\$20.95
10. TROUSERS-Industrial (men) 65% Polyester 35% Cotton	\$3.08	\$1.68	\$16.50	\$13.90	\$3.99	\$2.50	\$16.00	\$18.00	\$2.15	\$1.15	\$19.95	\$19.95
11. TROUSERS-INDUSTRIAL (WOMEN) 65% Polyester 35% Cotton	\$3.96	\$2.16	\$18.00	\$15.00	\$5.00	\$2.90	\$18.00	\$18.00	\$2.15	\$1.15	\$19.95	\$19.95
12. EXECUTIVE PANTS (Men) *must be available for Supervisory positions as requested by dept. 65% Polyester 35% Cotton	\$3.41	\$1.86	\$17.00	\$15.00	\$5.50	\$3.50	\$22.95	\$30.00	\$3.50	\$2.10	\$23.95	\$23.95
13. RIPSTOP PANTS-(MEN)100% ripstop cotton pants military-grade heavyweight 10-oz	NO BID	NO BID	NO BID	N/A	NO BID	NO BID	NO BID	NO BID	Dickies Cargo \$4.25	Dickies Cargo \$2.75	Dickies Cargo \$29.00	Dickies Cargo \$29.00
14. DENIM BLUE JEANS-100% Cotton-(MEN) (Boot Cut, Flare & Straight Leg)14 3/4 Oz. Denim	\$4.40	\$2.40	\$18.00	\$15.00	\$4.90	\$2.95	\$17.35	\$18.00	\$4.25	\$2.75	\$29.00	\$29.00
15. SHORTS- Pleated Uniform (Men) 65% Polyester/35% Cotton	\$2.64	\$1.68	\$12.50	\$10.00	\$5.20	\$3.08	\$17.45	\$18.00	\$3.50	\$2.10	\$23.95	\$23.95
16. SHORTS- Pleated Uniform (Women) 65% Polyester/35% Cotton	N/A	N/A	N/A	N/A	\$5.20	\$3.08	\$17.45	\$18.00	\$3.50	\$2.10	\$23.95	\$23.95
17. COVERALLS- 65% Polyester 35% Cotton	----	----	\$19.00	\$16.00	\$7.92	\$3.35	\$29.00	\$30.00	\$4.25	\$2.75	\$29.00	\$29.00
18. PATCHES AND/OR LOGOs-- one time charge for Shirt	\$57.75	\$31.50	\$5.25 /pc	N/A	\$3.00	\$3.00	\$3.00	N/A	NO CHARGE			
19. ADDITIONAL FEES (if any):					per shirt	per shirt	per shirt	----	-----			
SHIRTS--3XL-5XL upcharge per pcs	20%	20%	25%	N/A								
PANTS -Size 44'+plus/ Size 20" plus upcharge per pcs.	20%	20%	25%	N/A								

<b>EXHIBIT- A QUESTIONNAIRE</b>	<b>UNIFIRST HOLDING, INC. McAllen, TX (vendors response)</b>	<b>MODEL LAUDRY, LLC LOS INDIOS, TX (vendors response)</b>	<b>G &amp; K SERVICE SAN ANTONIO, TX (vendors response)</b>
1) Is there a fee for returned uniforms upon termination or resignation of an employee? If so, what is your fee and how long must an employee lease a uniform without paying termination charges?	no termination fee or charge for employee no linger employee no longer employed with county	NO	loss/damage only applies if garments are not returned or damaged when an employee leaves the program
2) Will your company be capable of depicting actual charges?	there are no definite numbers of employees for rental, value lease or purchase that will allow my company to depict and actual charges for any given program	YES	YES
3) Will your company furnish coveralls, free of charge, with the rental or purchase of uniforms? If so, how many?	Loaners are available of Grade 2 (semi used garments ) for up to but not exceeding 20 business days, when there is a delay of specified uniform at no charge to be reviewed on case by case method of rental uniforms service only this does not apply to purchased uniforms	NO	we can add coveralls to the rentals or lease program, but not for free
4) If contract is awarded to your company, the prices will be in effect for the length of the contract.	there will be a 2% price increase per anum for life of contract	YES	
5) Please list any warranties and any other policies not described in Attachment A.	Manufactures warranties extended to all programs for defective or faulty merchandise no other warranties or guarantees apply	-----	covered under G&K SERVICES "CUSTOMER PROMISE"

**EXHIBIT "C"**  
INSURANCE REQUIREMENTS



**APPROVED**

AI-43935

Purchasing Department

21. A. 4.

CC REGULAR

Meeting Date: 04/08/2014

Submitted For: Martha L. Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Presentation of bids received for the purpose of award and approval of contract documents to multiple responsible vendors submitting the lowest and best bids (meeting all specifications and/or requirements) for: **Rental and/or Purchase of Industrial Uniforms" for Hidalgo County-RFB:2014-013-02-05-SMA.**

BACKGROUND

Recommended multiple vendors:

- 1) C-14-013-04-08-(UNIFIRST HOLDING CO.)
- 2) C-14-013A-04-08(MODEL LAUNDRY)
- 3) C-14-013B-04-08 (G&K SERVICES, INC.)

Contracts to commence on April 30, 2014.

Contracts reviewed and approved by legal counsel as to form.

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Fiscal Impact

FISCAL YEAR: 2014

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\*\*Note-Variou funding sources are utilized for this contract (Countywide Contract) (on an as needed basis)

2014 Budget - Object codes (possible): 343 & 605

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Attachments

Recommendations

Recommendations 2

Tabulation

C-14-013-04-08-Unifirst Holding Co-HC

C-14-013A-04-08-Model Laundry LLC-HC

C-14-013B-04-08-G & K Servcies Inc-HC

Legals approval

part log

Form Review

Inbox

Reviewed By

Date

**April 8, 2014**

**SPECIAL MEETING - April 8, 2014**

**BE IT REMEMBERED**, that on this 8th day of April A.D., 2014, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

<b>HONORABLE RAMON GARCIA</b>	<b>HIDALGO COUNTY JUDGE</b>
<b>HONORABLE A.C. CUELLAR, JR.</b>	<b>COMMISSIONER, PRECINCT NO. 1</b>
<b>HONORABLE HECTOR "TITO" PALACIOS</b>	<b>COMMISSIONER, PRECINCT NO. 2</b>
<b>HONORABLE JOE M. FLORES</b>	<b>COMMISSIONER, PRECINCT NO. 3</b>
<b>HONORABLE JOSEPH PALACIOS</b>	<b>COMMISSIONER, PRECINCT NO. 4</b>

and **ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT** of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



**AGENDA**  
**CC REGULAR**  
**HIDALGO COUNTY**  
**COMMISSIONERS COURT MEETING**  
**April 8, 2014**  
**8:45 A.M.**

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

1. **Roll Call**

All members of the Court were counted present.

2. **Pledge of Allegiance**

Marely De La Cruz led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**

Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**

The Court moved to approve the Consent Agenda for the exception of Item 7.B to be pulled for discussion.

5. **Open Forum**

Fern McLaugherty commented on the cost of living raise the Head Start Program is requesting.

Opal Billman stated she never received her share of the community property owed to her and she never received payment for it, either. She stated that she still owns it and she should get paid for it.

Yvonne Ramon commented on a news story that aired the prior evening stating that voters from San Angelo were registered as Hidalgo County voters. She researched where the information derived and will continue her fact-finding regarding this issue.

6. **AI-43924** A. Appointment of Interim Constable, Pct. #4

Judge Garcia named the four candidates and are as follows: Deborah Marmolejo, Raul Ramos, Atanacio Gaytan, and Horaldo Sanchez.

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

**Vote:** 5 - 0 - Unanimously

B. Approval to set bond amount for Interim Constable, Pct. #4

Mr. Valde Guerra stated the bond would be set at the maximum amount of \$1,500.00.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

C. Approval of bond for Interim Constable, Pct. #4

*This Item was voted on during Open Session. Commissioner Joseph Palacios was not present for the vote.*

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

At this time, Mr. Atanacio "J.R." Gaitan was sworn in by the Honorable Judge Rudy Delgado.

7. **Constables:**

A. **AI-43923** Constable Precinct No. 4:

1. Discussion, consideration, and approval to appoint the persons listed below as Deputy Constable by Constable \_\_\_\_\_, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011:

- A. **AI-43936** Approval to rename "G.I. Road" to "Capt. Ken Baker Road"

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

**Vote:** 4 - 0 - Unanimously

- B. **AI-43919** Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor.

<u>Vendor</u>	<u>Invoice #</u>	<u>Amount</u>
Magic Valley Concrete	140226	\$400.00
Magic Valley Concrete	141468	\$560.00
Magic Valley Concrete	141499	\$1,840.00
Magic Valley Concrete	142281	\$560.00
Magic Valley Concrete	142594	\$920.00
Safety-Kleen System Inc.	62783278	\$171.56

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

21.

**Purchasing Department - Marty Salazar:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

- A. **Hidalgo County**

1. **AI-43950** Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 5 (with a estimated cost of \$2,838.93) for construction materials testing Services for the, "Renovations to Former Administration Building" with L&G Engineering Laboratory, LLC, to provide engineer services to Hidalgo County. C-13-220-08-13

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

2. **AI-43577** **LAW LIBRARY:**  
A. Requesting exemption form competitive bidding requirements under Texas Local Government Code 262.024 (a)(7) -"an item that can obtained from only one source";

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

**Vote:** 4 - 0 - Unanimously

At this time, Commissioner Hector "Tito" Palacios stepped away from the meeting.

B. Approval of the Sole Source Declaration for "West Publishing Corporation -Thomson Reuters", to include the purchase of all future upgrades, software, maintenance-support and related services for the Hidalgo County-Law Library for: "Online Legal Research Services" with said declaration to remain in effect unless revoke by HCCC.

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

**Vote:** 3 - 0 - Unanimously

- 3. **AI-43926** Acceptance and approval to award proposal received in the amount of \$6,439.32 from Herrera and Hunt, Inc., awarded Job Order Contractor through County's participation with HCDE-Choice Facility Partners JOC contract No. JOC-09-040JC-07, for the project: Hidalgo County Facilities Management -"Storefront Doorway Installation at the Health Department".

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

**Vote:** 3 - 0 - Unanimously

Commissioner Hector "Tito" Palacios joined the meeting.

- 4. **AI-43935** Presentation of bids received for the purpose of award and approval of contract documents to multiple responsible vendors submitting the lowest and best bids (meeting all specifications and/or requirements) for: **Rental and/or Purchase of Industrial Uniforms" for Hidalgo County- RFB:2014-013-02-05-SMA.**

**APPROVED**

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

**Vote:** 4 - 0 - Unanimously

- 5. **AI-43816** Presentation by Purchasing Department for acceptance, adoption, and approval of Hidalgo County Fixed Asset Policy & Procedures Manual for use by all applicable Elected Offices, Departments, Programs & Agencies.

*NO ACTION taken on this Item.*

- 6. **AI-43913** a. Acceptance and approval of an Amendment No. 2 to the AIA A101-2007 Standard Form of Agreement with D. Wilson Construction Company, for the "Remodel of Existing Old Administration Building (1st and 2nd Floor)," to remove the allowance schedules and re-direct to Betterment Allowance;

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

**Vote:** 4 - 0 - Unanimously

- b. Requesting approval of clarifications to the following Construction Change Directives:
  1. Change Directive No. 1 (approved CC 11/26/13) to be funded by allowance;
  2. Change Directive No. 2 (CC 3/11/14-NOT APPROVED) thus null and void;
  3. Change Directive No. 3 (CC 3/18/14) to be funded by either the allowances or Betterment Allowance;

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

**Vote:** 4 - 0 - Unanimously

- c. Requesting approval of Change Order No. 1 (increase) in connection: "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of \$124,541.00 to awarded general contractor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates with concurrence by construction manager, Prodigy, including authority for County Judge to execute document;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

- d. Approval of Request for Payment-Application No. 5 in the amount of \$491,913.80 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building", and as certified for payment by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23.

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**B. Pct. 1**

- 1. **AI-43820** Acceptance and approval to purchase One (1) New 2015 Cat Model CT660 Brush Truck with standard equipment through Hidalgo County's membership/participation with National Joint Powers Alliance (NJPA) awarded Contract #060311-CAT in the amount of \$123,616.26 through assigned requisition #254466.

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

**Vote:** 4 - 0 - Unanimously

**C. Pct. 2**