

ORIGINAL

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

For faster processing of payment,
PLEASE RESUBMIT INVOICE WITH THIS
PAGE AS THE COVER PAGE. Do not
remove any pages attached.

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 07/13/2017

TO: Mario Sifuentes

DEPARTMENT: (220) FACILITIES MANAGEMENT

FROM: Genny Gonzalez

PHONE: (956)-318-2511 ext 4626

REFERENCE: AIRGAS, INC. Invoice #9800273536

THE FOLLOWING DOCUMENT (S), i.e. Invoice #9800273536 IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
SIGNATURE OR DATE NOT PRESENT
SYSTEM SHOWS INVOICE PAID
INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE \$
NEEDS APPROVAL OF:
NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
NEEDS CORRECTION(S):
NEEDS ADDITIONAL DOCUMENTATION i.e.,:
OTHER: We cannot pay this invoice, because is dated after the 60-day contract extension expiration date. No contract was issued after this extension. Please review on how you want to proceed to pay the vendor.
COMMENTS / RECOMMENDATION:

60

Handwritten notes: June 29 2014, June 28 2015, June 29 2015, Aug 27 2015

Handwritten signature: William Rench...

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY RODOLFO DELGADO, J. R. 'BOBBY' FLORES ROSE GUERRA REYNA, JUAN R. PARTIDA, MARIO E. RAMIREZ, JR., NOE GONZALEZ, LETICIA LOPEZ, L. KENO VASQUEZ, ISRAEL RAMON, JR., RENEE R. BETANCOURT, JUDGE, 92ND D.C., JUDGE, 93RD D.C., JUDGE, 139TH D.C., JUDGE, 206TH D.C., JUDGE, 275TH D.C., JUDGE, 332ND D.C., JUDGE, 370TH D.C., JUDGE, 389TH D.C., JUDGE, 398TH D.C., JUDGE, 430TH D.C., JUDGE, 449TH D.C., OVERSEER

AI-49829

Purchasing Department 9. H.

**CC CONSENT**

Meeting Date: 06/02/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Acceptance and approval of the ~~sixty (60) day grace period extension~~ as provided under Contract #E-14-284-06-17 (original Contract #C-13-015A-05-28) with Airgas, USA for provision of "Welding Supplies and Other Misc. Items" with same rates, terms and conditions, so as to have no lapse in services while the procurement process is completed.

BACKGROUND

~~Sixty day grace period effective June 29, 2015 ending on August 27, 2015~~

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Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 1200-431-00-121-005-0-610

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/26/15.

FISCAL YEAR: 2015

ACCT. #: 1200-431-00-122-006-0-610

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/26/15.

FISCAL YEAR: 2015

ACCT. #: 1200-431-00-123-005-0-610

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/26/15.

FISCAL YEAR: 2015

ACCT. #: 1100-419-40-220-001-0-610

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

- B. AI-49680 Requesting authority to enter into four [4] new 48-month (capital) lease copier agreements [for use in various office areas] for Ricoh Aficio MP 5054SP through Hidalgo County membership/participation with (DIR) Department of Information Resources awarded vendor, Ricoh USA/GE RICOH USA contract DIR-SDD-1674 through submitted Requisition #2756500 in the amount of \$133.79/month-equipment and B/W Service Impressions @ \$27.60/month with a total of \$161.39/month each, to include the signing of required documents by Co. Judge or CC Member, effective upon approval.
- C. AI-49771 Approval to pay The American Institute of Architects was previously approved by Commissioners Court on Agenda Item 47948, CC Consent 1/20/15, in the amount of \$3,449.00. Correct amount to pay should have been \$3,749.99.
- D. AI-49804 Requesting approval of payment for Application for Payment No. 12 (Final Payment & Retainage Release) in the amount of \$79,829.77 for Holchemont, LTD for the Pct. 2 Equipment and Maintenance Facility, as submitted and recommended by project architect, ERO Architects for contract no: C-13-096A-12-20.
- E. AI-49809 Acceptance and approval of the continuation of the Master Service Interlocal by and between Hidalgo County and Harris County Department of Education (HCDE); including the Interlocal Addendum #1 with Choice Partners fka Choice Facility Partners awarded Job Order Contract (JOC) Services and the Purchasing Cooperative for purchases of products/goods/services, all under the Harris County Department of Education Interlocal and thus allowing the County to continue being an active member of the Cooperative Purchasing Program and utilize resources that are in compliant with bidding requirements.
- F. AI-49815 Acceptance and approval of the continuation of the Interlocal Cooperative agreement by and between Hidalgo County and Region VIII Education Service Center's Cooperative Purchasing Program awarded vendor "The Interlocal Purchasing Systems (TIPS)" for purchases of products/goods/services under The Interlocal Purchasing Systems thus allowing the County to continue being an active member of the Cooperative and utilizing resources that are in compliant with the bidding requirements.
- G. AI-49827 Requesting approval of payment for Invoice No. March 15-10 in the amount of \$4,293.16 (Pct 1, 3rd Call, Lorenzana Subdivision C-CAP-14-398-12-16) as submitted by project engineer LeFevre Engineering & Management Consulting Inc.
- H. AI-49829 Acceptance and approval of the sixty (60) day grace period extension as provided under Contract #E-14-284-06-17 (original Contract #C-13-015A-05-28) with Airgas, USA for provision of "Welding Supplies and Other Misc. Items" with same rates, terms and conditions, so as to have no lapse in services while the procurement process is completed.
- I. AI-49836 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract etc...) as attached hereto for HCSO-"Purchase of Weapons" (RFB No. 2015-066-07-01-HGO) [including the re-advertising of project in the event no Bids are received] and/or are rejected and project is still required.
- J. AI-49525 Request approval to amend previously approved Ricoh Lease Agreement Agenda #45082 on 6-30-14 to include the addition of a new feature [OCR SCANNING} to Ricoh Copier Model #MPC4503 S/N E174M510314 located at the Purchasing Department with an extra monthly cost of \$3.38 4.19 as submitted through requisition # 273615.



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

# DEBIT MEMO

| INVOICE DATE | PAYER   | INVOICE NO. | DUE DATE   | PAY THIS AMOUNT |
|--------------|---------|-------------|------------|-----------------|
| 09/02/2015   | 2859284 | 9800273536  | 10/02/2015 | \$ 166.97       |

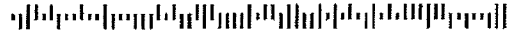
SOLD BY AIRGAS USA, LLC  
201 N 23RD ST  
MCALLEN TX 78501-6942  
956-686-7622

### Manage Your Account Online

Pay invoices, review order history, track shipping, and more!  
Go to: [airgas.com/onlinebillpay](http://airgas.com/onlinebillpay)



**PLEASE MAKE CHECKS PAYABLE AND REMIT TO:**



BILL TO HIDALGO COUNTY FAC. MGMT.  
FACILITY MANAGEMENT  
PO BOX 1356  
EDINBURG TX 78539

Airgas USA, LLC  
PO BOX 676015  
DALLAS TX 75267-6015

E-14-015A-06-17 28592841980027353600000166973

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UNPAID PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

| ORDER NO.  | INVOICE NO.     | INVOICE DATE | SOLD TO NO.   | SOLD TO NAME              |                       |            |                |                      |
|--|-----------------|--------------|---------------|---------------------------|-----------------------|------------|----------------|----------------------|
| 7031040712   | 9800273536      | 09/02/2015   | 2859284       | HIDALGO COUNTY FAC. MGMT. |                       |            |                |                      |
| PO/RELEASE   | BRANCH          | SHIP VIA     | PAYMENT TERMS | ORDER DATE                |                       |            |                |                      |
| 728541   | G122            |              | NET 30        | 09/02/2015                |                       |            |                |                      |
| DELIVERY NO. / DESCRIPTION   | MATERIAL NUMBER | QTY SHIP'D   | UOM           | QTY B/O                   | CYLINDER: SHIP'D RETO | UNIT PRICE | UOM            | AMOUNT               |
| 7031040712 AC MC<br>ACETYLENE IND MC CGA 200<br>Product Surch. (Vol)   |                 | 5 CL         | CL            |                           |                       | 13.42      | CL             | 67.10<br>(H)<br>1.19 |
| 7031040712 OX 20<br>OXYGEN INDUSTRIAL 20 CGA 540<br>(Vol: 95 FT3)  |                 | 5 CL         | CL            |                           |                       | 3.74       | CL             | 18.70<br>(H)         |
| 7031040712 NI 40<br>NITROGEN INDUSTRIAL 40 CGA 580<br>(Vol: 76 FT3)  |                 | 2 CL         | CL            | 430-92                    |                       | 3.94       | CL             | 7.88<br>(H)          |
| 7031040712 OX 200<br>OXYGEN INDUSTRIAL 200 CGA 540<br>(Vol: 502 FT3)   |                 | 2 CL         | CL            |                           |                       | 8.00       | CL             | 16.00<br>(H)         |
| 7031040712 AC 4<br>ACETYLENE IND #4 CGA 510<br>(Vol: 132 FT3)<br>To rebill invoice 9041534666 dated 7/20/15 for pricing error on the OX<br>200 cylinders.<br>Product Surch. (Vol) 463-79 |                 | 1 CL         | CL            |                           |                       | 35.23      | CL             | 35.23<br>(H)<br>3.92 |
| Airgas Hazmat Manual 463-31  |                 |              |               |                           |                       |            | Sale subtotal: | 150.02               |
| Original Invoice: 9041534666   |                 |              |               |                           |                       |            |                | 16.95                |

Airgas Hazmat Charge (H) - See Itemized Charges on reverse or visit [www.Airgas.com/terms-of-sale](http://www.Airgas.com/terms-of-sale)

**RECEIVED**

JUN 29 2017

Facilities Management

GOOD SERVICES RECEIVED BY:

INVOICE RECEIVED BY:

*[Signature]* ON 10/2/17  
*[Signature]* 6/29/17

|        |        |
|--------|--------|
| AMOUNT | 166.97 |
|--------|--------|

FOR WIRE TRANSFER PAYMENTS

Airgas USA, LLC  
Acct No 8866074174  
PNC Bank, ABA No 031000053



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

[www.airgas.com](http://www.airgas.com)

SHIP TO: 2859284  
HIDALGO COUNTY FAC. MGMT.  
FACILITY MANAGEMENT  
3100 SOUTH HYW 83  
EDINBURG TX 78539

For change of address  
email to: [cdlv.return.mail@airgas.com](mailto:cdlv.return.mail@airgas.com)  
or call 856-470-2666



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

**E-14-284-06-17**

June 5, 2014

Airgas USA, LLC.  
C/O Javier Olmos  
201 N. 23<sup>rd</sup>  
McAllen, Texas 78501

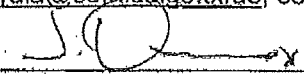
Email: [sws.mcallen@airgas.com](mailto:sws.mcallen@airgas.com)

Effective dates: June 29, 2014 thru June 28, 2015

Re: C-13-015a-06-28  
"Welding Supplies and Other Misc. Items-Hidalgo County"

Dear Mr. Olmos:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the last (1) year County's options to exercise an extension as provided in the current contract agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **June 17, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, **Tuesday, June 10, 2014**, via facsimile to (956) 956-292-7612 or email to: [cris.ayala@co.hidalgo.tx.us](mailto:cris.ayala@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

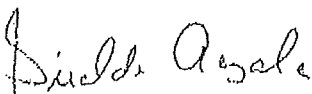
By: 

Date: 6/10/14

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,



Griselda (Cris) Ayala, Buyer III  
Hidalgo County Purchasing Department

**REQUIREMENTS AGREEMENT**  
**C-13-015A-05-28**

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28<sup>th</sup> day of May, 2013 by and between **Airgas USA, LLC** ("Seller") and Hidalgo County, Texas ("Buyer").

**WHEREAS**, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "**Welding Supplies and Other Misc. Items**" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **June 29, 2013** and expire on **June 28, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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

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

4. **General Provisions.**

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

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

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

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

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

In accordance herewith:

If to Buyer: Hidalgo County  
Attention: County Judge  
302 W. University Drive  
Edinburg, Texas 78539

If to Seller: Airgas USA, LLC  
Attn.: Javier Olmos  
201 N. 23<sup>rd</sup> Street  
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.
- g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- i. **Assignment.** This Agreement shall not be assignable.
- j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and

the singular shall include the plural whenever and as often as may be appropriate

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

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

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

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

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

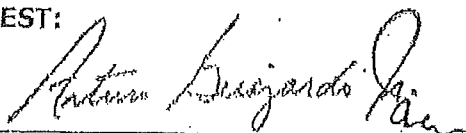
proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

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

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

Approved By Commissioners Court: 05-28-13

**ATTEST:**

  
Arturo Guajardo Jr., County Clerk

**COUNTY OF HIDALGO**


By: Ramon Garcia  
Ramon Garcia, County Judge

Approved by Commissioners Court  
on 5-28-13

**COMPANY: Airgas USA, LLC**

By: J. Olanos  
Printed Name: JAVIER OLANOS  
Title: BRANCH MANAGER

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

  
Stephen L. Crain, Attorney



# Purchase Order COUNTY OF HIDALGO

PO# 728541

DATE: 07/15/15

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 416410

PHONE:

REQ: 00279567

EMAIL:

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT

3100 S. BUSINESS HWY 281  
EDINBURG TX 78539

AIRGAS, INC.  
AIRGAS USA, LLC  
259 N. RADNOR-CHESTER RD.  
RADNOR PA 19087

CONTACT:

SITE: FACILITIES MANAGEMENT

CONTRACT NO: E-14-015A-06-17

SPECIAL INSTRUCTIONS: REQ#749

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice such Purchase Order singly. Original Invoices are required customer copy may be accepted. Our number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY  | UOM  | DESCRIPTION  | UNIT PRICE | AMOUNT |
|------|------|--|------------|--------|
|      |      | DO NOT DUPLICATE ORDER   |            |        |
|      |      | E-14-284-06-17 EXP 06/28/2015 EXT APPROVED THRU C.C. ON<br>06/02/2015 UNDER AGENDA ITEM 49829 EFFECTIVE 06/29/2015 -<br>08/27/2015 |            |        |
| 5.00 | EACH | CC AC MC ACETYLENE SIZE MC (CL UOM) CGA 200  | 13.42      | 67.10  |
| 1.00 | EACH | EX PRODUCT SRCH-VOLUME   | 1.19       | 1.19   |
| 5.00 | EACH | OM OX 20 OXYGEN INDUSTRIAL SIZE 20 CGA 540   | 3.74       | 18.70  |
| 2.00 | EACH | CC NI 40 NITROGEN INDUSTRIAL SIZE 40 CGA 580   | 3.94       | 7.88   |
| 2.00 | EACH | OM OX 200 OXYGEN INDUSTRIAL SIZE 200 CGA 540   | 25.38      | 50.76  |
| 1.00 | EACH | CC AC 4 ACETYLENE SIZE 4 CGA 510   | 35.23      | 35.23  |
| 1.00 | EACH | EX PRODUCT SRCH-VOLUME   | 3.92       | 3.92   |
| 1.00 | EACH | OM AIRGAS HAZMAT CHARGE  | 18.95      | 18.95  |
|      |      | <b>TOTAL:</b>  |            | 203.73 |
|      |      | WO#15-1527   |            |        |
|      |      | *****<br>For Hidalgo County use only<br>5-1100-419-40-220-001-0-610  |            | 203.73 |
|      |      | 43072 = 2,267.41 / Welding & Industrial Gases  |            |        |
|      |      | 96379 = 21,842.11 / Surcharges   |            |        |
|      |      | 97642 = 232.40 / Environmental services.   |            |        |

Authorized by: Martha Salazar



# Purchase Order COUNTY OF HIDALGO

PO# 764322

DATE: 06/29/17

PAGE NO: 1 of 1

PO TYPE:

VENDOR: 416410

PHONE:

REQ: 00344955

EMAIL:

BUYER:

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT  
3100 S. BUSINESS HWY 281  
EDINBURG TX 78539

AIRGAS, INC.  
AIRGAS USA, LLC  
259 N. RADNOR-CHESTER RD.  
RADNOR PA 19087

CONTACT: MSIFUENTES (956)289-7850

SITE: FACILITIES MANAGEMENT

CONTRACT NO:

SPECIAL INSTRUCTIONS: REQ. # 955

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY  | UOM  | DESCRIPTION  | UNIT PRICE | AMOUNT        |
|------|------|--|------------|---------------|
|      |      | DO NOT DUPLICATE ORDER   |            |               |
|      |      | C-13-015A-05-08<br>E-14-015A-06-17<br>E-14-284-06-17   |            |               |
| 1.00 | EACH | CC OPEN PO FOR WELDING GAS FOR THE INVOICES  | 242.33     | 242.33        |
|      |      | OXYGEN GAS 21 SERIES @ \$3.74<br>OXYGEN GAS 80 SERIES @ \$4.96<br>OXYGEN GAS 200 SERIES @ \$8.00<br>ACETYLENE GAS #3 @ \$25.24<br>ACETYLENE GAS #4 @ \$35.23<br>ACETYLENE GAS MC @ \$13.42<br>NITROGEN GAS 19 SERIES @ \$3.40<br>NITROGEN GAS 40 SERIES @ \$3.94                                     |            |               |
| 1.00 | EACH | CC RENTAL CYLINDER FOR ACETYLENE & OXYGEN  | 9.00       | 9.00          |
| 1.00 | EACH | EX PRODUCT SURCHARGE   | 5.59       | 5.59          |
| 1.00 | EACH | EX HARZARDOUS MATERIAL FEE   | 32.85      | 32.85         |
|      |      | <b>TOTAL:</b>  |            | <b>289.77</b> |
|      |      | IN REFERENCE TO PO#711413 (INVOICE #9030353722) 702447 (INVOICE #903044940) 720382 (INVOICE #9800257969) & 728541 (INVOICE #9800273536) PO NEEDED DUE TO PAYOFF THE INVOICES ABOVE DUE TO WRONGFUL LIQUIDATION & VENDOR STILL AWAITING PAYMENT FROM YEAR 2014 & 2015. PLEASE LOOK AT ALL 5 INVOICES. |            |               |
|      |      | *****<br>For Hidalgo County use only   |            |               |
|      |      | 7-1100-419-40-220-001-0-442  | 9.00       |               |
|      |      | 7-1100-419-40-220-001-0-623  | 280.77     |               |

Authorized by: Martha Salazar  
*Martha Salazar*  
 06/29/17



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

July 14, 2017

**GBB Rentals, LTD**  
Attn: Spencer Bell, Manager  
5310 Garrett Rd  
Harlingen, Texas 78552  
P (956) 551-7662 F (956) 968-9222

via email: [sbell2870@yahoo.com](mailto:sbell2870@yahoo.com)

Re: **HB Form 1295 Required/Renewal/Extension Notice**  
**E-16-371-09-27-"Lease Office Space-City of Alamo"-WIC Program**

Dear Mr. Bell:

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 **GBB Rentals, LTD**, 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:

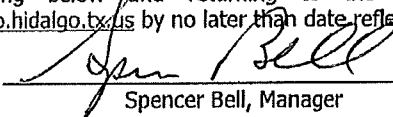
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In **box 3** of **Form 1295**, provide **CONTRACT No. E-17-213-00-00**. 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 July 25, 2017**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us) **by no later than Wednesday, July 19, 2017**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

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

By:

  
Spencer Bell, Manager

Date:

7-17-17

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

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

MLS/rv  
Enclosures



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

July 14, 2017

**GBB Rentals, LTD**  
**Attn: Spencer Bell, Manager**  
5310 Garrett Rd  
Harlingen, Texas 78552  
P (956) 551-7662 F (956) 968-9222

via email: [sbell2870@yahoo.com](mailto:sbell2870@yahoo.com)

**Re: HB Form 1295 Required/Renewal/Extension Notice**  
**E-16-345-08-30-"Lease Office Space-City of Donna"-WIC Program**

Dear Mr. Bell:

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 **GBB Rentals, LTD**, 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:

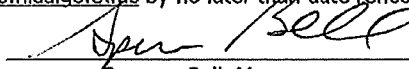
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In **box 3** of **Form 1295**, provide **CONTRACT No. E-17-211-00-00**. 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 July 25, 2017**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us) by no later than Wednesday, July 19, 2017. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

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

By:

  
Spencer Bell, Manager

Date: 7-17-2017

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

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

MLS/rv  
Enclosures

# 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.

GBB Rentals, Ltd  
Harlingen, TX United States

Certificate Number:  
2017-243658

Date Filed:  
08/01/2017

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

Hidalgo County WIC Program

Date Acknowledged:

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

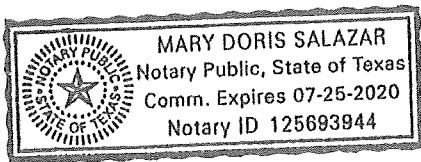
E-17-211-00-00  
Rent of office space for WIC Clinic

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | RGV Express, Ltd         | Harlingen, TX United States              | X                                     |              |
|   | Baldree, Brent           | McAllen, TX United States                | X                                     |              |
|   | Garza, Enrique           | Weslaco, TX United States                | X                                     |              |
|   | Bell, Spencer            | Harlingen, 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.



*Spencer Bell*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Spencer Bell, this the 2nd day of August, 2017, to certify which, witness my hand and seal of office.

Mary Doris Salazar Mary Doris Salazar Notary Public  
Signature of officer administering oath Printed name of officer administering oath 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.

## 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.  
GBB Rentals, Ltd  
Harlingen, TX United States

Certificate Number:  
2017-243653

Date Filed:  
08/01/2017

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 WIC Program

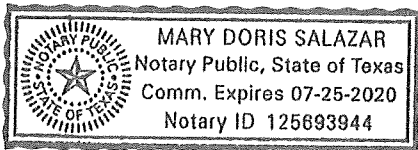
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
E-17-213-00-00  
Rent of office space for WIC Clinic

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | RGV Express, Ltd         | Harlingen, TX United States              | X                                     |              |
|   | Baldree, Brent           | McAllen, TX United States                | X                                     |              |
|   | Garza, Enrique           | Weslaco, TX United States                | X                                     |              |
|   | Bell, Spencer            | Harlingen, 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.



Spencer Bell  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Spencer Bell, this the 2nd day of August, 2017, to certify which, witness my hand and seal of office.

Mary Doris Salazar Mary Doris Salazar Notary Public  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath