



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

February 7, 2018

**C-17-288B-10-24**

Romco Equipment Company  
Attn: Mr. Caleb Cavazos  
312 Park St.  
Mercedes, TX 78570

Via email: [ccavazos@romco.com](mailto:ccavazos@romco.com)

**TERM: April 19, 2018 – June 18, 2018**

Re: HB Form 1295 Required/Renewal/Extension Notice  
C-17-288B-10-24 - **"Rental of Heavy Equipment"**

Dear Mr. Hernandez:

Be advised, that in order to proceed with the County's option to extend/renew for an additional **Sixty (60) Days Grace Period term, under the same rates, terms and conditions** with Romco Equipment Company, 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. C-17-288B-10-24** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed an *"unsworn declaration"* 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 February 20, 2018**, the signed and *"unsworn declaration"* **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) **by no later than Friday, February 09, 2018**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and *"unsworn declaration"* 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: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) by no later than date reflected above.

By:   
Mr. Caleb Cavazos-Branch Manager

Date: 2-12-2018

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,

  
Matilde Faz  
Hidalgo County Purchasing Department

xc: file

# 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.**

Romco Equipment Company  
 Mercedes, TX United States

Certificate Number:  
 2018-312450

Date Filed:  
 02/12/2018

**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:  
 02/12/2018

**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.**

C-17-288B-10-24  
 Renewal of Rental of Heavy Equipment

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

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

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

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CERTIFICATION OF FILING**

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Romco Equipment Company  
Mercedes, TX United States

Certificate Number:  
2018-312450

Date Filed:  
02/12/2018

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Hidalgo County

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C-17-288B-10-24  
Renewal of Rental of Heavy Equipment

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

5 Check only if there is NO Interested Party.


**6 UNSWORN DECLARATION**

My name is Caleb J. Cavazos, and my date of birth is 05/09/1985.

My address is 112 Laurel Dr., Weslaco, TX, 78596, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of TX, on the 12<sup>th</sup> day of Feb., 20 18.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



- 5151 Cash Road, Dallas, Texas 75247
- 1350 N.E. Loop 820, Fort Worth, Texas 76106
- 1042 S.E. Loop 410, San Antonio, Texas 78220
- 2116 E. Loop 281, Longview, Texas 75605
- 312 Park Street, Mercedes, Texas 78570
- 1150 West Old Settlers Blvd., Round Rock, Texas 78681
- 1 Mile West of I-45 on FM 164, Buffalo, Texas 75831
- 8450 Breen, Houston, Texas 77064

C-16-058B-05-03

**CUSTOMER EQUIPMENT ORDER**

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

<b>INVOICE TO</b>	NAME	Customer No.		
	Address			
	City	County	State	Zip

<b>SHIP TO</b>	Name			
	Address			
	City	County	State	Zip
	Job Name			Job No.

CUSTOMER ORDER NO.	OUR ORDER NO.	F.O.B.	DATE SHIPPED	VIA	PREPD.	COL	TERMS

By this order, the undersigned customer requests ROMCO Equipment Co., the Company, to ship as specified above, the following equipment:

**"Notice is hereby given that ROMCO Equipment Co., will assign to ROMCO Exchange Co., LLC its rights under any sales contract to sell the equipment described herein or to purchase trade-in property described herein."**

**SALE OR RECAPTURE PRICE**

QUANTITY	MACHINE AND MODEL	RENTAL RATE	UNIT PRICE	EXTENSION
DESCRIBE TRADE-IN:			SUBTOTAL	
SPECIAL TERMS ON TRANSACTION:			FREIGHT	
			TRADE-IN ALLOWANCE (    )	
			HEITAX	
			DIESEL EQUIPMENT SURCHARGE	
			SALES TAX	
			<b>NET PRICE</b>	

CUSTOMER IS ORDERING THIS EQUIPMENT UNDER CONDITIONS CHECKED BELOW:

- Cash     
  Note & Security Agreement     
  Rental     
  Lease     
  With Purchase Option LEASE

OR RENTAL: Customer agrees to pay Company rental single shift operation at the rate of \$\_\_\_\_\_ per \_\_\_\_\_  
 \_\_\_\_\_ plus applicable sales tax for a minimum period of \_\_\_\_\_ months, commencing \_\_\_\_\_.

RENTAL RATES ARE FOR NORMAL AND REASONABLE USE (UP TO 8 HOURS PER DAY, 40 HOURS PER WEEK, OR 176 HOURS PER MONTH/4 WEEK PERIOD) AND WILL BE INCREASED PROPORTIONATELY FOR ANY GREATER USE. IF CUSTOMER HAS PURCHASE OPTION, IT MAY BE EXERCISED AT ANY TIME DURING TERM SO LONG AS CUSTOMER IS NOT IN DEFAULT, FOR CASH OR ON TERMS ACCEPTABLE TO COMPANY. REPAIR COSTS (EXCLUDING WARRANTY) PAID BY COMPANY DURING THE PERIOD OF LEASE OR RENTAL WILL BE ADDED TO THE PURCHASE OPTION PRICE OF THE UNIT SHOWN ABOVE UPON EXERCISE OF OPTION.

THIS ORDER IS ALSO SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF WHICH CUSTOMER DECLARES HE HAS READ AND UNDERSTANDS. SUCH TERMS AND CONDITIONS INCLUDE AN EXPRESS DISCLAIMER OF CERTAIN WARRANTIES AND LIABILITIES.

Accepted for ROMCO Equipment Co.

Customer: \_\_\_\_\_

In Dallas County, Texas on \_\_\_\_\_ 20\_\_\_\_\_

Signed By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Salesman: \_\_\_\_\_

**T E R M S A N D C O N D I T I O N S**  
(Please Read Carefully)

This order is subject to the following definitions, terms and conditions which shall apply with equal force and effect whether this order involves a SALE or RENTAL of equipment.

1. The Company reserves the right to accept or reject this order by its authorized agent at its principal office in Dallas County, Texas, and shall not be required to give any reason for non-acceptance. In the event of such rejection, Company will not be responsible or liable to customer in any manner whatsoever.
2. This order when accepted in writing by Company shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in transportation, acts of God, embargoes, or Governmental action or any other causes beyond the control of Company whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Company from any responsibility or liability to the customer under the terms hereof.
3. The Company's responsibility to customer for shipment ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring after such delivery shall be made by the customer direct to the transportation company. Any claims by customer for shortages in shipment shall be made within three days after receipt of shipment.
4. The Company shall not be responsible or liable for any damages, whether on account of personal injuries, death, or otherwise suffered or sustained in the operation of said machinery, nor for any damages resulting to the customer by reason of delays of any failure or alleged failure of said machine to operate. The term "damages" as used herein shall include, but is not limited to, consequential damages, including lost profits. Customer shall hold Company harmless from any claim, demand, action, or proceeding related to such damages **to the extent permitted under the Constitution and laws of the State of Texas.**
5. Customer agrees on demand to execute and deliver to Company such notes and such additional forms and documents (such as Bill of Sale, Security Agreement, Lease and Rental Agreement, Financial Statement, Request for Information, and Request for Statement of Account and List of Collateral) as may be reasonably required by Company to consummate this ORDER when accepted. If payment in full for the equipment covered by this order shall not have been made within ten days of delivery, Seller may file a copy of this order as a Financing Statement to perfect Seller's Security Interest in said equipment, and Purchaser acknowledges that said equipment is being acquired by Purchaser (as Debtor) from Seller (as Secured Party), and that Seller retains a Security Interest therein in accordance with the terms and provisions of the Uniform Commercial Code.
6. Should Customer attempt to grant Company a Security Interest to secure the payment of all or any part of the Purchase Price, then any sale of equipment by Company herein intended shall be conditioned upon said Security Interest being perfected as a first and superior lien to any and all other Security Interests, liens, mortgages and encumbrances whatsoever.
7. Where terms agreed to are other than for cash settlement, Customer acknowledges that he was quoted a cash sale price and a time sale price, and has elected to make the purchase on a time sale basis.
8. All payments are due and payable to the office of Company in Dallas County, Texas or at the office of any assignee hereof in Dallas County, Texas, in lawful money of the United States, and will be subject to a late charge after maturity until paid computed at the highest legal contract rate of interest permissible in the State of Texas.
9. Customer agrees to sole responsibility for all loss or damage to equipment after delivery, and shall have the same insured in favor of Company against all hazards to the extent of the Market Value determined by Company, and shall furnish evidence of such insurance upon request of Company.
10. Customer acknowledges responsibility for all sales, use or similar taxes and except as included above, such taxes shall be added to the payments quoted, or in lieu thereof Customer shall provide Company with a tax exemption certification acceptable to the taxing authorities.
11. This order, when accepted by the Company, shall constitute the entire agreement of the parties, and Customer agrees that Company is not bound by any representations, promises or agreements made by any officer, agent or employee of Company relative to this transaction which are not embodied herein; and this order may be modified or rescinded only by a writing signed by both parties hereto.
12. **COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

TABULATION SHEET  
 "RENTAL OF HEAVY EQUIPMENT"  
 RFB NO.: 2016-058-03-09-MEG

Equipment	Big D. Tractor LLC Dbra Fronter Equipment / Blue Cat Rentals						Tejas Equipment Rental						Nueces Power Equipment						Romco Equipment Co.						
	POC	Ronica Salinas			956-464-0123								Roberto Zohrer			956-435-8009			Pedro Hernandez			956-532-0028			
	Hrly	Daily	Wkly	Mthly	Wkends	Holidays	Hourly	Daily	Weekly	Mthly	Wkends	Holidays	Hourly	Daily	Weekly	Mthly	Wkends	Holidays	Hourly	Daily	Weekly	Monthly	Wkends	Holidays	
Backhoe Loaders	size 416 Weight 24,251 lbs						310J 2wd 13,800 lbs						580 N 14,500						BL 70 21,671 LBS						
	13.75	183.00	550.00	1,650.00	Reg. Rate	Reg. Rate	216.00	675.00	1,610.00	230.00	690.00	1,760.00	170.00	510.00	1,330.00										
	310J 4X4 16,140 lbs						580 Super 16,000																		
	250.00	743.00	1,827.00	255.00	765.00	1,900.00																			
	310 J Ext hoe 15,650 lbs						580 N 4x4 16,000																		
250.00	760.00	1,891.00	255.00	765.00	1,900.00																				
												580 super 4x4 17,000													
												275.00	825.00	2,050.00											
Tractors	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Pavers	size AP1000 wt 39,320 lbs												8'-13.5 23,000 lb \$28,000.00						PF 2181 8-21 ft width						
	132.00	1,056.00	3,167.00	9,500.00	Reg.	Reg.												1,200.00	3,600.00	10,800.00					
													8-15.5 34,000 37,500.00						PF 1510 8-16 ft width						
																		790.00	2,370.00	7,110.00					
													8510B 8-15 ft width												
																	665.00	1,995.00	5,985.00						
Dozers	size D6 wt 46,158 lbs												80 HP 18,500 LBS												
	85.00	667.00	2,000.00	6,000.00	Rate	Reg.							440.00	1,320.00	3,960.00										
	size D7 wt 57,056 lbs												120 HP 28,000												
	98.00	778.00	2,333.00	7,000.00	Rate	Reg.							665.00	1,995.00	5,985.00										
												200 HP 50,000 LBS													
												960.00	2,880.00	8,640.00											
Water Trucks 4000 gallons only	10.00	389.00	1,167.00	3,500.00	Reg.	Reg.																			
Pneumatic Roller No less than 9 tons	59.00	467.00	1,400.00	4,200.00	Reg.	Reg.							370.00	1,110.00	3,330.00										
Pad Foot Compactor	Rammax size 36" wt 4,420 lbs												54" 5 TON						SD 45 F 11,350 LBS						
	25.00	200.00	600.00	1,800.00	Reg. Rate	Reg.							280.00	840.00	2,520.00										
	CP433 66" 16,292.2 lbs												66" 7 TON						SD 75 F 15,592 LBS						
	37.50	300.00	900.00	2,700.00	Reg. Rate	Reg. Rate							340.00	1,020.00	3,060.00										
CP563 84" 26,190.9 lb												84" 10-12 TON						SD115F 25,960 LBS							
46.00	366.00	1,067.00	3,200.00	Reg. Rate	Reg. Rate							405.00	1,215.00	3,645.00											
Excavator	320 54,450 lbs						9 ton 18,404						CX160 15 TON						EC220E 51,050 LBS						
	55.00	439.00	1,317.00	3,950.00	Reg. Rate	Reg. Rate	250.00	1,003.00	2,205.00	500.00	1,500.00	4,500.00	540.00	1,620.00	4,860.00										
	324 57,871 lbs						13 ton 29,489						CX210 21 TON						EC300E 64,490 LBS						
	71.50	572.00	1,717.00	5,150.00	Reg. Rate	Reg. Rate	488.00	1,360.00	3,315.00	370.00	1,710.00	5,130.00	710.00	2,130.00	6,390.00										
330 79,700 lbs												CX350 35 TON						EC380E 88,620 LBS							
82.00	656.00	1,967.00	5,900.00	Reg. Rate	Reg. Rate							850.00	2,550.00	7,650.00	875.00	2,625.00	7,875.00								

TABULATION SHEET  
 "RENTAL OF HEAVY EQUIPMENT"  
 RFB NO.: 2016-058-03-09-MEG

<b>Mini Excavator</b>							1.5 ton 3,395						CX 31 7000LBS						ZX 26U 5,780 LBS					
							149.00 488.00 1,148.00						185.00 555.00 1,665.00						120.00 360.00 1,080.00					
							3 ton 7716						CX36 8000 LBS						ZX 35U 7,760 LBS					
							179.00 590.00 1,440.00						220.00 660.00 1,980.00						160.00 480.00 1,440.00					
							5 ton 11,222						CX60 13000 LBS						ZX50U 10,811 LBS					
							221.00 884.00 1,942.00						320.00 960.00 2,880.00						180.00 540.00 1,620.00					
						9 ton 18,404																		
						250.00 1,003.00 2,205.00																		
						13 ton 29,489																		
						488.00 1,360.00 3,315.00																		
<b>Motor Graders</b>	12H 45,818 lbs												65E 17,000 LBS						G930 42,437 LBS					
	80.63	645.00	1,934.00	3,800.00	Reg.	Reg.							500.00	1,500.00	4,500.00				680.00	2,040.00	6,120.00			
	12m 44,690 lbs												865 B 32,000 LBS						G940 44,445 LBS					
	79.13	633.00	1,900.00	3,700.00	Reg.	Reg.							725.00	2,175.00	6,525.00				740.00	2,220.00	6,660.00			
						140 46,872 lbs												885B 40,000 LBS						
79.13	633.00	1,900.00	3,700.00	Reg.	Reg.							775.00	2,325.00	6,975.00										
<b>Front Loader</b>																	L90H 33,750 LBS							
																	600.00	1,800.00	5,400.00					
																	Loader L120H 42,9000 lbs							
																	740.00	2,220.00	6,660.00					
Trencher						323.00	807.00	2,201.00																
Double Steel Drum Vibratory Roller						3 ton							78" 12 TON											
						178.00	714.00	1,436.00					335.00	1,605.00	4,815.00									
Vacuum Truck																								
Forklift	35.00	278.00	834.00	2,500.00	Reg.	Reg.	5k warehouse						CASE 588 81LBS											
						187.00	506.00	1,096.00					305.00	915.00	2,745.00									
Grappler						w/loader																		
						250.00	867.00	1,812.00																
Jack Hammer						51.00	170.00	425.00																
Concrete Pump																								
Brush Truck																								
Roll Off Truck																								
Container Recycler																								
Dump Trucks																								
Asphalt Distributor	45.00	345.00	1,034.00	3,100.00	Reg.	Reg.																		
Add. Items not listed above:	n/a						portable restrooms 65.00 daily 70.00 wkly & monthly						7' milling machine 1,1 9,333 - 28,000											
<b>Additional Cost and/or Terms and conditions:</b>						<b>Additional Cost and/or Terms and conditions:</b> all items have 20% environmental fee units over 49 HP carry 2% diesel surcharge standard delivery & pick up rates \$ 90.00 each way						<b>Additional Cost and/or Terms and conditions:</b>						<b>Additional Cost and/or Terms and conditions:</b>						