



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

March 12, 2018

E-18-071

Linebarger Goggan Blair & Sampson, LLP
Attn: Ms. Lucy G. Canales
205 South Pin Oak Ave.
Edinburg, TX 78539

Via email: lucyc@lgbs.com

TERM: 05/01/2018 – 04/30/2019

Re: **HB Form 1295 Required/Renewal/Extension Notice**
“C-15-105-04-28-“Lease of Office Space-Edcouch Elsa” Executive Office

Dear Ms. Lucy G. Canales:

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

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

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

In **box 3** of **Form 1295**, provide **CONTRACT No. E-18-071** 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 March 27, 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 **by no later than Thursday, March 15, 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 a delay of the 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 by no later than date reflected above.

By: Lucy G. Canales, Partner
Mrs. Lucy G. Canales-Capital Partner

Date: 3/14/18

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.
Linebarger Goggan Blair & Sampson LLP
Edinburg, TX United States

Certificate Number:
2018-325783

Date Filed:
03/14/2018

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 services, goods, or other property to be provided under the contract.
E-18-071
Lease of Office Space-Edcouch Elsa

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 Lucy G. Canales, and my date of birth is 3/29/60.

My address is 205 S. Pin Oak Ave. Edinburg TX 78539 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 Texas, on the 14 day of March, 20 18.
(month) (year)

Lucy G. Canales

Signature of authorized agent of contracting business entity
(Declarant)

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.

Linebarger Goggan Blair & Sampson LLP
 Edinburg, TX United States

Certificate Number:
 2018-325783

Date Filed:
 03/14/2018

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:
 03/15/2018

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.

E-18-071
 Lease of Office Space-Edcouch Elsa

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)

08/04/15

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-50632 Acceptance and approval of a refund check from Citibank [check # 4580001873-\$4,000.00] as a result of reconciliation of pending invoices/statements as part of an authorized advance approved by HCCC on 02-17-15 [Regular AI#48476] so as to lift a "suspension status" imposed by Citibank on credit card accounts at that time.
- 2. AI-50621 Recognition, acceptance and approval of donation of one turnkey solar light to be installed at the New Administration Building Parking Lot by Enviro-Lite Solutions, LLC, through USA Promlite, an awarded Buy Board contractor (#437-13) to Hidalgo County.

B. Pct. 1

- AI-50719 Acceptance and approval of the following work authorizations as submitted by Millennium Engineers Group, Inc amid Contract #C-14-309-09-09 for the provision of "Construction Materials Engineering and Testing Services" as follows:
 - A. Work Authorization No. 5 - Delta West Drainage Improvements Project in the amount of \$3,852.50 through assigned requisition #281638; and,
 - B. Work Authorization No. 6 - Tijerina Subdivision Improvements Project in the amount of \$4,593.50 through assigned requisition #281635.

C. Pct. 2

- 1. AI-50704 Approval of Supplemental Agreement No. 1 with L&G Consulting Engineers, Contract# C-15-046-03-03 for the removal of designation of Phase I and Phase II on Exhibit D of Work Authorization No. 2 for the Pct 2 Regional Linear Park Project.

D. Pct. 4

- 1. AI-50673 Acceptance and approval of "Certificate of Substantial Completion" submitted and certified by project architect, Mata Garcia Architects, LLP, reflecting the date of July 24th, 2015 by JCon Construction, LLC awarded contractor for the Hidalgo County Precinct No. 4 "Construction of the Linn - San Manuel Emergency Services Facility" (Contract No. C-14-067-06-03).

E. IT Department

- 1. AI-50730 Acceptance and approval of an Amendment between Tyler Technologies, Inc. and Hidalgo County under the current Maintenance and Support Service Agreement to continue agreement between both parties after the discontinuation of agreement with Texas Conference of Urban Counties.

F. Budget & Management

- 1. AI-50671 Approval of an Amendment [clarification] of current lease agreement between Hidalgo County and Linebarger Goggan Blair & Sampson, LLC for the rental of office space at the HC Tax Office Building in Elsa, Tx as to the effective date of lease and allocation of rental payments already received to coincide with occupancy of said space.

19. Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

APPROVED

AI-50671

Purchasing Department 42. U. 1.

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of an Amendment [clarification] of current lease agreement between Hidalgo County and Linebarger Goggan Blair & Sampson, LLC for the rental of office space at the HC Tax Office Building in Elsa, Tx as to the effective date of lease and allocation of rental payments already received to coincide with occupancy of said space.

BACKGROUND

Fiscal Impact

Attachments

Amendment

Lease Information

Check Receipts

Form Review

Inbox

Reviewed By

Date

Purchasing Department

Budget & Management

Auditor's Office

Form Started By: Marty Salazar

Started On: 07/29/2015 03:13 PM

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO LEASE AGREEMENT
#C-15-105-04-28**

This **AMENDMENT** to the **LEASE** is made this **4th day of August of 2015** by and between **HIDALGO COUNTY, TEXAS** (the "Lessor") and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** (the "Lessee").

WHEREAS, on April 28, 2015, Hidalgo County (the "Lessor") entered into a Lease Agreement ("Lease Agreement") with Linebarger Goggan Blair & Sampson, LLP, in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the Leased Premises were not available for occupancy on the commencement date specified in the Lease Agreement however Lessee although unable to occupy the Leased Premises paid the rental to Lessor; and

WHEREAS, the parties have now determined to amend the Lease as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions of this First Amendment to Lease Agreement, both parties hereby agree to the following amendments to the Lease Agreement:

1. Article 1.1 shall be deleted in its entirety and the following substituted in lieu thereof:

The lease term shall begin on the first day of the Month of May 2015 or on such later date as the Leased Premises are already for occupancy . Any rental paid by Lessee prior to occupancy of the Leased Premises shall be credited to rental due for the month(s) at the end of the initial term of the Lease.

2. The following sentence shall be added to Article 2.2:

A copy of each rental payment shall be submitted by Lessee to the Hidalgo County Department of Budget & Management, Attn: Sergio Cruz, Budget Officer at 2818 S. Business 281, Edinburg, Texas 78539.

3. Article 14.13 shall be added to the Lease to read as follows:

Lessor may terminate the Lease without cause on thirty (30) days written notice to Lessee.

4. Except as modified herein, all terms and conditions of the Lease Agreement, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Lease Agreement as amended.

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

LESSOR: HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 8/4/15

LESSEE:

Lucy B. Cavalez
Linebarger Goggan Blair & Sampson, LLP

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Draft Amendment to Lease Agreement with Linebarger Goggan Blair & Sampson

From : Steve Crain <scrain@atlashall.com>

Thu, Jul 30, 2015 01:55 PM

Subject : RE: Draft Amendment to Lease Agreement with Linebarger Goggan Blair & Sampson 1 attachment**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

If the amendment satisfies your concerns it works for me.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]**Sent:** Thursday, July 30, 2015 1:50 PM**To:** Stephen L. Crain**Subject:** Re: Draft Amendment to Lease Agreement with Linebarger Goggan Blair & Sampson

Mr. Crain;

Attached is the second revision as requested under PDF however, I've also attached the amendment in word document (redline) where you can see the revisions that have been made, if it'll help.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Stephen L. Crain" <scrain@atlashall.com>**To:** "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>**Sent:** Thursday, July 30, 2015 1:14:39 PM**Subject:** FW: Draft Amendment to Lease Agreement with Linebarger Goggan Blair & Sampson

Hi Vangie:

See the attached with revisions, if you have any questions, please call our office.

Thank you,
Marynel

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502

1. **AI-49338** Recommendation by Ms. Norma Longoria, Director, HC-WIC Program for HCCC not to exercise its option to renew/extend the current lease agreement [for the additional one year] but to take action on the sixty (60) day grace period extension [as permitted under the current lease agreement #C-12-054-06-26 and same rates, terms, and conditions] commencing July 12, 2015 - expiring, September 09, 2015 for the "Lease of Office Space - City of Alton" - HC/WIC [as specifications and requirements will be modified to accommodate needs by program] so as to have no lapse in services while procurement (upon completion of the procurement process which ever comes first and/or is most advantageous to Hidalgo County).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

E. Budget & Management

1. **AI-49289** A. Presentation of sole bid received from Linebarger-Goggan-Blair & Sampson [as detailed in the tabulation sheet contained herein meeting all specifications and/or requirements] for the purpose of award and approval of contract for: Request for Bids titled: Hidalgo County - "Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area" through project No.: 2015-105-04-01-SGS.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Pursuant to Item #4 of the Specifications: recommending that HCCC waive the pro-rated payment of utilities, security /fire system & monitoring systems and refuse dumpsters, portion of the lease [as square footage is minimal to attempt proration of same].

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. **AI-49405** Approval and acceptance of the negotiated agreement between Hidalgo County and AMI Risk Consultants Inc. (ranked by HCCC on 03-17-15) for Actuarial Services for Workers Comp-Funding Projections and Other Related Services" for "RFP No: 2015-001-02-11-YSS with same title as agreement.

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.

Vote: 5 - 0 - Unanimously

F. Sheriff's Office

APPROVED

AI-49289

Purchasing Department 42. U. 1.

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of sole bid received from Linebarger-Goggan-Blair & Sampson [as detailed in the tabulation sheet contained herein meeting all specifications and/or requirements] for the purpose of award and approval of contract for: Request for Bids titled: Hidalgo County -"Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area" through project No.: 2015-105-04-01-SGS.

B. Pursuant to Item #4 of the Specifications: recommending that HCCC waiver the pro-rated payment of utilities, security /fire system & monitoring systems and refuse dumpsters , portion of the lease [as square footage is minimal to attempt proration of same].

BACKGROUND

1. Project was advertised;
2. One packet requested;
3. Contract will commence upon approval of Commissioner's Court;
4. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact - Revenue.

Attachments

Specifications regarding waiver

Rental Rates

Recommendation, tab , participation log & clarification

Lease Document

Form Review

Inbox

Reviewed By Date

Purchasing Department

Budget & Management

Auditor's Office

Form Started By: Sandy Suarez

Started On: 04/10/2015 08:14 AM

1.2 Except as otherwise herein provided, the term of this Lease shall be for an initial term of three (3) years commencing on the date identified in accordance with Article 1.1 (the "Commencement Date") and ending three (3) years from the Commencement Date, unless sooner terminated as herein provided, or unless renewed and extended in accordance with section 2.1 hereof.

Renewal or Termination

1.3 Lessor shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Paragraph 1.2, unless sooner terminated or renewed and extended in accordance with Paragraph 2.1; and any holding by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

1.4 Lessor reserves the sole right to terminate the lease by providing the Lessee with a thirty (30) day written notice without cause.

Holdover

1.5 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a tenancy at sufferance, subject to all of the terms and conditions of this Lease. The inclusion of this section 1.5 shall not be construed as Lessor's consent for Lessee to hold over.

Lessor's Warranty of Quiet Enjoyment

1.6 Lessor hereby covenants that Lessee, upon paying rent and other charges as herein provided for, and performing all covenants and agreements herein contained on the part of Lessee, will and may peacefully and quietly have, hold, and enjoy the Leased Premises Monday through Friday during the hours of 7:00 A.M. to 6:00 P.M. except for recognized County holidays as set by the Hidalgo County Commissioners Court for the term of this Lease and subject to the terms and provisions hereof, except as to such portions of the Leased Premises, if any, as will be taken under the power of eminent domain or as may be sold in lieu thereof.

ARTICLE 2. RENT

Rent Amount

2.1 During the first thirty-six (36) calendar months of the term of this Lease, Lessee agrees to pay to Lessor as rent for the use and occupancy of the Leased Premises, the sum of **\$700.56** each month, payable in advance on the **1st of the month** beginning, **May 1st of 2015** and each successive month thereafter until and inclusive of the thirty-six (36th) month. Notwithstanding anything to the contrary herein

Lessor may terminate this Lease without cause on thirty (30) days written notice to Lessee.

Payment of Rent

2.2 All rent due under this Article shall be paid by Lessee to Lessor at the following address: County of Hidalgo, Attention: Norma G. Garcia, County Treasurer, 2810 S. Business 281, Edinburg, Texas 78539, or at such other address as Lessor may hereafter designate in writing.

Taxes

2.3 To the extent the Leased Premises is assessed for ad valorem taxation purposes, Lessee is responsible for rendering and paying all real estate taxes on the Leased Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the Premises for office space in furtherance of Lessee's purposes.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the Premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessor's and Lessee's Duties to Repair and Maintain

4.1 So long as Lessee is not in default under this Lease, Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and the structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make all other repairs of the Leased Premises including those repairs occasioned by Lessee's negligent use of the Leased Premises. Furthermore, Lessee shall be responsible for providing general janitorial service of the Leased Premises. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duty

4.2 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- a. Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- b. Plumbing facilities that conform to applicable law, maintained in good working order.
- c. A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- d. Heating, ventilation and air conditioning facilities.
- e. Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order, and for the replacement of light bulbs and lamps.
- f. Floor, stairways, and railings maintained in good repair.

Lessee's Right to Vacate

4.3 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this section 4.3, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time. Repair requests should be in writing and directed to the County Director of the Hidalgo County Buildings and Grounds Department, with a copy to Hidalgo County Purchasing Department.

Remodeling of Premises

4.4 Subject to section 6.1 hereof, Lessee may remodel the Premises at Lessee's sole cost and expense. Any and all plans for any remodeling of the Premises must be submitted to Lessor in writing for prior approval. Plans should be directed to the Hidalgo County Purchasing Department.

Surrender

4.5 Lessee shall throughout the term of this Lease Agreement maintain the Leased Premises and keep them free from waste or nuisance, and shall deliver the Leased Premises in a clean and sanitary condition at the termination of this Lease Agreement in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the Leased Premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs thereof shall be payable by Lessee to lessor as additional rent on the next rent payment date. Upon the termination of this Lease Agreement, Lessee shall surrender all keys for the Leased Premises to Lessor at the place then fixed for the payment of rent.

ADA Compliance

4.6 Lessor shall be responsible for ensuring Leased Premises are in compliance with the American Disabilities Act and amendments thereto.

Lessee shall have the right, provided it does so with due diligence and dispatch, to contest by appropriate legal proceedings, without cost or expense to Lessor, the validity of any law, rule, order, ordinance, regulation or requirement of the nature referred to above. Lessee may postpone compliance with such law, rule, order, ordinance, regulation or requirement until the final determination of such proceedings so long as postponement of compliance will not subject Lessor to any criminal prosecution or criminal penalties or subject Leased Premises to any order or condemnation, or a mortgage or ground lease default or other similar. No provision hereof shall be construed so as to permit Lessee to postpone compliance with any such law, rule, order, ordinance, regulation or requirement.

ARTICLE 5. UTILITIES

Proration of Certain Utility Charges

5.1 Water, sewer and garbage fees, and the monitoring fees for the security and fire system will be prorated among the tenants of the Hidalgo County Tax Office Sub-station based on percentage square footage of the Leased Premises as such square footage bears to the sum of the total square footage contained in the Building.

Other Utility Charges

5.2 Lessee shall pay all other utility charges used in and about the Leased Premises during the term of this Lease. Lessee shall pay all such charges directly to the utility company or municipality furnishing the same, before the same shall become delinquent, together with any required deposits.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. TRADE FIXTURES AND SIGNS

Trade Fixtures

7.1 Lessee has the right at all times to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on, or about the Leased Premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee has the right to remove all trade fixtures at the termination of this Lease, provided Lessee is not in default under the Lease and that the fixtures can be removed without structural damage to the building. Lessee must repair any damage to the Leased Premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the Lease. Any trade fixtures that have not been removed by Lessee at the termination of this Lease shall be deemed abandoned by the Lessee and shall automatically become the property of Lessor. In the event any trade fixture installed by Lessee is abandoned at the termination of the Lease, Lessee must pay Lessor any reasonable expense actually incurred by Lessor to remove the fixture from the Premises, less the fair market value of the fixture once removed, provided the fixture is removed within thirty (30) days after Lessee has surrendered possession of the Premises.

Signs

7.2 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Premises and/or the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, during the term hereof, and in the event of the filing of any such lien, Lessee will promptly pay the lien. If default in payment of the

lien continues for twenty (20) days after written notice from Lessor to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessee, may, at its option, maintain insurance on Lessee's personal property located within the Leased Premises. Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease comprehensive general liability insurance covering Lessee's occupancy and activities in or on the Leased Premises. Said insurance shall contain the minimum limits equal to Lessor's liability as set forth in the Texas Tort Claims Act, Section 101.001, et seq., Tex. Civ. Proc. And Rem. Code Ann., as same may from time to time during the term hereof be amended. Such insurance policy shall include Lessor with evidence of such insurance. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessor. The policies must also contain a provision that the company writing said policy will give to Lessor at least twenty (20) days notice in writing in advance of any cancellation or lapse or the effective day of any reduction in the amounts of insurance.

Remedy for Failure to Provide Insurance

9.3 Lessee shall furnish Lessor with the original of all insurance policies required by this Article. If Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessee fails to deliver proof of insurance showing coverages to Lessor prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessee under this Lease; or Lessor may, but shall not be required to take out such insurance and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this Article. Lessee agrees to reimburse Lessor all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

Indemnity

9.4 By moving into the Leased Premises or taking possession thereof, Lessee

accepts the Leased Premises as suitable for the purposes for which the same are leased and accepts the Premises and each and every appurtenance thereof, and Lessee by said acts waives any and all visible or apparent defects therein. Lessor will not be liable to Lessee or Lessee's agents, employees, guests, invitees or to any person claiming by, through or Lessee for any injury to person, loss or damage to property, or for loss or damage to Lessee's business, occasioned by or through the acts or omissions or Lessor, or by any other cause whatsoever except Lessor's negligence or willful wrong. Lessor will not be liable for and Lessee will indemnify and hold Lessor harmless against all suits, actions, claims, demands, damages, costs, liability and expenses, including reasonable attorneys' fees for defending claims and demands, arising from the conduct or management of Lessee's business on the Premises or its use of them; from the loss of life, bodily and personal injury or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises or the occupancy or use by Lessee of the Leased Premises or any part thereof, or occasioned wholly or in part by any action or omission of Lessee, its agents, contractors, employees, servants, invitees, or licensees; from any breach by Lessee of any condition of this Lease; or from any act of negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises. If Lessor will, without fault on its part, be made a party to any action commenced by or against Lessee, Lessee will protect and hold Lessor harmless therefrom and will pay all costs, expenses, and reasonable attorney's fees of Lessor incurred in connection therewith.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Damage or Destruction

10.2 If the Building which contains the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease, at the option of the Lessee or Lessor, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed within sixty (60) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, (at Lessor's option) if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If

the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the event that Lessor should fail to complete such rebuilding or repairs within thirty (30) working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the Premises and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased. The rent payable under section 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of twenty (20) days after written notice from Lessor, Lessor may at

its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Lessor's Lien

12.2 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Leased Premises as security for rent due and to become due for the remainder of the current Lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any manner affect, the statutory landlord's lien given by law but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the conduct of Lessee's business in the ordinary course of business and Lessee's actions in the ordinary conduct of Lessee's business shall be free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold and re-enter and relet the Premises as provided in the preceding section, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public or private sale or of the time after that any private sale is to be made for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to repairing damage to the Leased Premises, if any, then to the payment of any rent due or to become due under this Lease, with balance, if any, to be paid to Lessee. Any lien created by this Article 12.2 will be subject to the interest of the U.S. Department of Health and Human Services for payment and/or purchase of such fixtures, chattel, or other property with federal monies.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Lease shall be cumulative, and none shall exclude any other right or remedy provided by law. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the prior written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the prior written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease. On transfer, and on the transferee's assumption of its obligations, Lessor is relieved of its obligations under this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 Except as may be otherwise specifically provided in this Lease Agreement, all notices, demands, requests or communication 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 Lessor: County of Hidalgo
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Lessee: **Linebarger Goggan Blair & Sampson, LLP**
Attn: Lucy G. Canales, Capital Partner
205 South Pin Oak Ave.
Edinburg, Texas 78539

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. Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 The provisions of this Lease Agreement will be binding upon and inure to the benefit of Lessor and Lessee, respectively, and their respective heirs, personal representatives, successors and assigns, where permitted by this Lease.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease Agreement or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease Agreement to any person designated by Lessor.


Time of Essence

14.12 Time is of the essence of this Lease Agreement.

IN WITNESS WHEREOF, the undersigned execute this Lease Agreement as of the day and year first above written.

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P

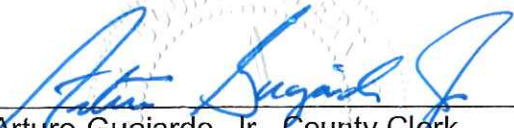
By: 
Stephen L. Crain

LESSOR:

THE COUNTY OF HIDALGO


By: 
Ramon Garcia, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

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

LESSEE:

By: 
Printed Name: Lucy G. Canales
Title: Partner

Zimbra

evangelina.garcia@co.hidalgo.tx.us

Fwd: Lease Document-Lease of Office Space-City of Elsa

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Thu, Apr 23, 2015 01:39 PM

Subject : Fwd: Lease Document-Lease of Office Space-City of Elsa**To :** Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>, Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Please attach e-mail to agenda item.

From: "Steve Crain" <scrain@atlashall.com>**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>**Sent:** Thursday, April 23, 2015 1:37:26 PM**Subject:** RE: Lease Document-Lease of Office Space-City of Elsa

The lease is fine except for the lack of an insurance certificate.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]**Sent:** Thursday, April 23, 2015 1:10 PM**To:** Steve Crain**Cc:** Evangelina Garcia; Sandy Suarez**Subject:** Fwd: Lease Document-Lease of Office Space-City of Elsa

Mr. Crain:

Firm is securing the content property coverage needed for this lease. However, if you could review and comment on the document for placement on agenda [subject to final receipt of property ins. acord form]

we can proceed with place on agenda for action.

Thanks,
Marty S.

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>**Cc:** "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>**Sent:** Thursday, April 23, 2015 1:03:30 PM**Subject:** Fwd: Lease Document-Lease of Office Space-City of Elsa

Marty;

As requested; here's the lease document.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

EXHIBIT "A"
RFB PACKET



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

March 16, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
"Lease of Office Space to Interested Parties of HC
Owned Bldg in the Edcouch Elsa Area"
RFB No: 2015-105-04-01-SGS

Dear Participant(s):

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

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

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

Martha L Salazar

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Enclosures



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

TABLE OF CONTENTS

HIDALGO COUNTY
“Lease of Office Space to Interested Parties of
HC Owned Bldg in the Edcouch Elsa Area”
BID NO.: 2015-105-04-01-SGS

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	3
4.	Exhibit A-1, Diagram of Bldg(Office Space)	1
5.	Exhibit A-2, Hidalgo County Holiday Schedule	1
6.	Exhibit B, Bid Page	1
7.	Exhibit C, Insurance Requirements,	4
8.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	Draft Requirement Agreement	21

The above mentioned items shall be found in the Request for Bids (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, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB, Purchasing Agent

March 16, 2015
Date

Bid No: 2015-105-04-01-SGS

Buyer: Sandy Suarez Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

“Lease of Office Space to Interested Parties of HC
Owned Bldg in the Edcouch Elsa Area”

**BID OPENING DATE:
APRIL 01, 2015**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for HIDALGO COUNTY – “Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area” 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: RFB-2015-105-04-01-SGS- HIDALGO COUNTY- “Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area” and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. Wednesday, APRIL 01, 2015. 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 RFB-2015-105-04-01-SGS- HIDALGO COUNTY – “Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area”**-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 – "Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area"**
Descriptive information as to the items or services delivered,

- e) including product code, item number, quantity, etc.
Contract number must be indicated on all invoices

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Purchasing Department
 2802 So. Business Hwy 281, New Administration Building
 Edinburg, TX 78539
 (956) 318-2626

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	<u>APRIL 01, 2015</u>
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. 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 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 there under, 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 (30) 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. 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.
30. 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
“Lease of Office Space to Interested Parties of HC
Owned Bldg in the Edcouch Elsa Area”
BID NO.:2015-105-04-01-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business 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"
HIDALGO COUNTY
"Lease of Office Space to
Interested Parties of HC Owned Bldg in the Edcouch Elsa Area"
BID NO.: 2015-105-04-01-SGS

INTRODUCTION:

The County of Hidalgo has determined that there will be available space not needed by the County. Hidalgo County is requesting that interested vendors in need of office space to participate in this process. The use of the space must be for a lawful and permitted purpose.

PROJECT OVERVIEW:

The available office space will be awarded to a qualifying vendor that offers the highest bid per square foot to Hidalgo County for the use and occupancy of said space. The County of Hidalgo encourages qualified and established vendors with need to conduct business of a legitimate and lawful nature to submit their bid. The County of Hidalgo's "Notice" of availability of office space is the Hidalgo County Tax Office Sub-station located at: 708 E. Hwy 107, Elsa, Texas 78543.

SPECIFICATIONS:

1. The amount of office space is approximately 168 square feet. It consist of an office measuring 14' x 12', situated and identified with diagram contained herein as Exhibit A-1.
2. The sole permitted use of the leased premises shall be for the purpose of the conduction of a legitimate and lawful purpose/business in Hidalgo County.
3. Lessee will conduct business Monday through Friday with hours to be from 7:00 A. M. – 6:00 P.M., except for recognized County Holidays. Hidalgo County Commissioner's Court approved Holiday Schedule contained herein as Exhibit A-2.
4. Permitted number of staff to occupy Office premises will be limited to two (2) individuals.
5. Bidder(s) are encouraged to visit office premises prior to submitting bid and may contact the Purchasing Department to make arrangements.
6. Office premises will be on an "as is" condition.
7. Hidalgo County will establish reasonable procedures that will allow awarded Bidder to have access to Office premises through the back entry.
8. Designated Lessee staff parking will be provided at the discretion of the Hidalgo County Tax Sub-station.

REQUIREMENTS:

1. The Lessee shall obtain approval from County for all improvements constructed upon the leased premises. All improvements made by the Lessee shall become the property of County at the end of the term of the lease.
2. Any signage by Lessee, as approved and permitted by Hidalgo County.
3. The Lessee shall indemnify and hold Hidalgo County harmless from any and all damages, liability resulting from any injury or damage resulting from or connected with, placing or utilizing any improvements placed upon the leased premises and any activity conducted by

Exhibit "A"
HIDALGO COUNTY
"Lease of Office Space to
Interested Parties of HC Owned Bldg in the Edcouch Elsa Area"
BID NO.: 2015-105-04-01-SGS

lessee or persons utilizing the leased premises. In addition, Lessee shall be required to provide liability insurance that names County as a co-insured in at least the amount specified as the limits of the County's liability as set forth in the Texas Tort Claims Act, §101.001, et seq., Civ. Proc. & Rem. Code Ann., as amended. Lessee shall also execute a written lease containing conditions and covenants propose by County upon Lessee in additon to those specified herein.

4. Lessee shall be responsible for, but not limited to, the following:
 - a) Own electric meter and pro-rated amount of water usage
 - b) Pro-rated security system, fire system and monitoring of these systems
 - c) Refuse dumpsters.Unless otherwise determined amended/waived and ordered by Hidalgo County Commissioner's Court when awarding the bid
5. Rent to be paid to Hidalgo County and will be an Annual Flat rate and shall be paid on a Monthly basis at 1/12th of the Annual Rent. Rent will be due in advance on the first (1st) of every month.
6. **Monthly payments will be sent to: Norma G. Garcia, Hidalgo County Treasurer, 2810 S. Bus. Hwy 281, Edinburg, TX. 78539**
7. The rental amount shall remain firm during the period of the Contract.
8. Lessee agrees to keep and maintain office space/premises in good working condition for the term of this Lease.
9. Lessee will be responsible for keeping office space/premises clean and free of litter and waste generated by its operation.
10. Lessee will be responsible for the cleaning and maintaining of office space/ premises and will provide the personnel, equipment, services and commodities necessary.
11. Lessee will be responsible for any installation of telecommunication access with notice to Hidalgo County of such installations.
12. Lessee will be responsible for securing office door with lock.
13. Lessee and their Employees shall observe all applicable County rules and regulations and exercise courtesy and consideration in their relations with the public.
14. During the term of lease Vendor must not sub-lease premises.

GENERAL TERMS AND CONDITIONS:

1. The lease shall be for an initial-term of three (3) years with an additional one (1) year extension term at County's sole option, under the same terms and conditions. Commencing upon occupancy of the premises with a goal of said date to be the first of the Month.
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 for unforeseen delay in award of new bid for next contract term.

Exhibit "A"
HIDALGO COUNTY
"Lease of Office Space to
Interested Parties of HC Owned Bldg in the Edcouch Elsa Area"
BID NO.: 2015-105-04-01-SGS

3. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C for limits).
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
5. Hidalgo County reserves the sole right to terminate the lease by providing lessee with a thirty (30) day written notice of termination.
6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
7. **All cost and expenses associated with the preparation and submission of all (Bid, Proposals, Statements of Qualifications (RFQ) and Quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County**

Additional Information:

All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.

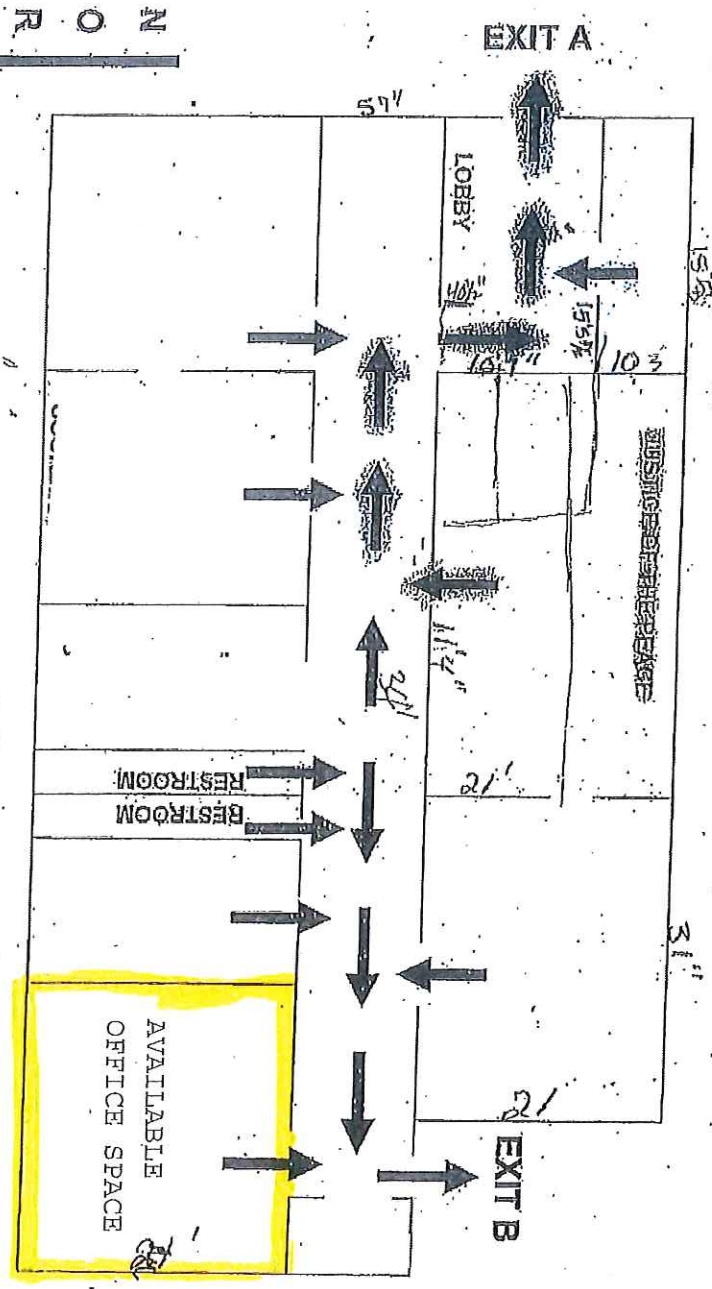
TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 25, 2015 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday, March 27, 2015.

EXHIBIT A-1
HIDALGO COUNTY TAX OFFICE SUB-STATION

708 E. Hwy 107 Ste. B.
ELSA, TX. 78543

N O R T H
↑



208 E. Elsburg Ave, Ste B
Elsa, TX. 78543



EXHIBIT A-2
HIDALGO COUNTY
"Lease of Office Space to Interested Parties
of HC Owned Bldg in the Edcouch Elsa Area"
RFB No.: 2015-105-04-01-SGS

HIDALGO COUNTY 2015 HOLIDAY SCHEDULE

New Year's Day	January 01, 2015	Thursday
Martin Luther King Day	January 19, 2015	Monday
President's Day	February 16, 2015	Monday
Good Friday	April 03, 2015	Friday
Memorial Day	May 25, 2015	Monday
Independence Day	July 03, 2015	Friday
Labor Day	September 07, 2015	Monday
Columbus Day	October 12, 2015	Monday
Veteran's Day	November 11, 2015	Wednesday
Thanksgiving	November 26 & 27, 2015	Thursday & Friday
Christmas	December 24 & 25, 2015	Thursday & Friday
New Year's Eve	December 31, 2015	Thursday

Approved by Commissioners' Court on: November 10, 2014.

EXHIBIT "B"
HIDALGO COUNTY
"Lease of Office Space to Interested Parties of HC
Owned Bldg in the Edcouch Elsa Area"
Bid No.: 2015-105-04-01-SGS

BID PAGE

- 1) Amount per square feet: \$ _____
- 2) Monthly amount: \$ _____ (1/12th of the Annual Lease)
- 3) Annual Lease amount: \$ _____

The lease shall be for an initial-term of three (3) years with an additional one (1) year extension term at County's sole option, under the same rates, terms and conditions.

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

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

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YYYY)
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.	
INSURED	INSURERS AFFORDING COVERAGE	
	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.

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROP. DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MED (Any one person) \$
	<input type="checkbox"/> OWNERS & CONT. PROT				PER & ADV INJURY \$
	<input type="checkbox"/> OWNERS PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per 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"/> TITLED AUTOS				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC AGG \$
C	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	EXCESS LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STAT. <input type="checkbox"/> OTHER INJURY LIMITS
	OTHER				E.L. EACH ACCIDENT \$
					E.L. DISEASE-FA EMPLOYEE \$
					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 For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(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.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity Date</p>		

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

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: _____

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: _____

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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 the "Name" line 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								

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

Employer identification number								

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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. 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

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

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-6, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**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.

1.2 Except as otherwise herein provided, the term of this Lease shall be for an initial term of three (3) years commencing on the date identified in accordance with Article 1.1 (the "Commencement Date") and ending three (3) years from the Commencement Date, unless sooner terminated as herein provided, or unless renewed and extended in accordance with section 2.1 hereof.

Renewal or Termination

1.3 Lessor shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Paragraph 1.2, unless sooner terminated or renewed and extended in accordance with Paragraph 2.1; and any holding by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

1.4 Lessor reserves the sole right to terminate the lease by providing the Lessee with a thirty (30) day written notice without cause.

Holdover

1.5 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a tenancy at sufferance, subject to all of the terms and conditions of this Lease. The inclusion of this section 1.5 shall not be construed as Lessor's consent for Lessee to hold over.

Lessor's Warranty of Quiet Enjoyment

1.6 Lessor hereby covenants that Lessee, upon paying rent and other charges as herein provided for, and performing all covenants and agreements herein contained on the part of Lessee, will and may peacefully and quietly have, hold, and enjoy the Leased Premises Monday through Friday during the hours of 7:00 A.M. to 6:00 P.M. except for recognized County holidays as set by the Hidalgo County Commissioners Court for the term of this Lease and subject to the terms and provisions hereof, except as to such portions of the Leased Premises, if any, as will be taken under the power of eminent domain or as may be sold in lieu thereof.

ARTICLE 2. RENT

Rent Amount

2.1 During the first thirty-six (36) calendar months of the term of this Lease, Lessee agrees to pay to Lessor as rent for the use and occupancy of the Leased Premises, the sum of \$_____ each month, payable in advance on the 1st of the

month beginning, _____ and each successive month thereafter until and inclusive of the thirty-six (36th) month. Commencing on the thirty-seven (37th) month, Lessee agrees to pay to Lessor as rent in the sum of \$_____ each month, payable in advance on the 1st day of each month, through and inclusive of the sixtieth (60th) month of the term of this Lease. In the event Lessee exercises the one (1) year renewal option, then Lessee shall pay to Lessor monthly rent in the same amount and manner as is paid during the period covering the 37th and 60th calendar months of the Lease. Notwithstanding anything to the contrary herein Lessor may terminate this Lease without cause on thirty (30) days written notice to Lessee.

Payment of Rent

2.2 All rent due under this Article shall be paid by Lessee to Lessor at the following address: County of Hidalgo, Attention: Norma G. Garcia, County Treasurer, 2810 S. Business 281, Edinburg, Texas 78539, or at such other address as Lessor may hereafter designate in writing.

Taxes

2.3 To the extent the Leased Premises is assessed for ad valorem taxation purposes, Lessee is responsible for rendering and paying all real estate taxes on the Leased Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the Premises for office space in furtherance of Lessee's purposes.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the Premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessor's and Lessee's Duties to Repair and Maintain

4.1 So long as Lessee is not in default under this Lease, Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and the structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make all other repairs of the Leased Premises including those repairs occasioned by Lessee's negligent use of the Leased Premises.

Furthermore, Lessee shall be responsible for providing general janitorial service of the Leased Premises. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duty

4.2 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- a. Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- b. Plumbing facilities that conform to applicable law, maintained in good working order.
- c. A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- d. Heating, ventilation and air conditioning facilities.
- e. Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order, and for the replacement of light bulbs and lamps.
- f. Floor, stairways, and railings maintained in good repair.

Lessee's Right to Vacate

4.3 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this section 4.3, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time. Repair requests should be in writing and directed to the County Director of the Hidalgo County Buildings and Grounds Department, with a copy to

Hidalgo County Purchasing Department.

Remodeling of Premises

4.4 Subject to section 6.1 hereof, Lessee may remodel the Premises at Lessee's sole cost and expense. Any and all plans for any remodeling of the Premises must be submitted to Lessor in writing for prior approval. Plans should be directed to the Hidalgo County Purchasing Department.

Surrender

4.5 Lessee shall throughout the term of this Lease Agreement maintain the Leased Premises and keep them free from waste or nuisance, and shall deliver the Leased Premises in a clean and sanitary condition at the termination of this Lease Agreement in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the Leased Premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs thereof shall be payable by Lessee to lessor as additional rent on the next rent payment date. Upon the termination of this Lease Agreement, Lessee shall surrender all keys for the Leased Premises to Lessor at the place then fixed for the payment of rent.

ADA Compliance

4.6 Lessor shall be responsible for ensuring Leased Premises are in compliance with the American Disabilities Act and amendments thereto.

Lessee shall have the right, provided it does so with due diligence and dispatch, to contest by appropriate legal proceedings, without cost or expense to Lessor, the validity of any law, rule, order, ordinance, regulation or requirement of the nature referred to above. Lessee may postpone compliance with such law, rule, order, ordinance, regulation or requirement until the final determination of such proceedings so long as postponement of compliance will not subject Lessor to any criminal prosecution or criminal penalties or subject Leased Premises to any order or condemnation, or a mortgage or ground lease default or other similar. No provision hereof shall be construed so as to permit Lessee to postpone compliance with any such law, rule, order, ordinance, regulation or requirement.

ARTICLE 5. UTILITIES

Proration of Certain Utility Charges

5.1 Water, sewer and garbage fees, and the monitoring fees for the security and fire system will be prorated among the tenants of the Hidalgo County Tax Office Sub-station based on percentage square footage of the Leased Premises as such

square footage bears to the sum of the total square footage contained in the Building.

Other Utility Charges

5.2 Lessee shall pay all other utility charges used in and about the Leased Premises during the term of this Lease. Lessee shall pay all such charges directly to the utility company or municipality furnishing the same, before the same shall become delinquent, together with any required deposits.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. TRADE FIXTURES AND SIGNS

Trade Fixtures

7.1 Lessee has the right at all times to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on, or about the Leased Premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee has the right to remove all trade fixtures at the termination of this Lease, provided Lessee is not in default under the Lease and that the fixtures can be removed without structural damage to the building. Lessee must repair any damage to the Leased Premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the Lease. Any trade fixtures that have not been removed by Lessee at the termination of this Lease shall be deemed abandoned by the Lessee and shall automatically become the property of Lessor. In the event any trade fixture installed by Lessee is abandoned at the termination of the Lease, Lessee must pay Lessor any reasonable expense actually incurred by Lessor to remove the fixture from the Premises, less the fair market value of the fixture once removed, provided the fixture is removed within thirty (30) days after Lessee has surrendered possession of the Premises.

Signs

7.2 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Premises and/or the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, during the term hereof, and in the event of the filing of any such lien, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessee shall, at its own expense, during the term of this Lease, keep all Premises and improvements insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the Premises and improvements therein. The insurance is to be carried by one or more insurance companies licensed to do business in Texas. The policies shall provide that any proceeds for loss or damage to Premises or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee, may, at its option, maintain insurance on Lessee's personal property located within the Leased Premises. Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease comprehensive general liability insurance covering Lessee's occupancy and activities in or on the Leased Premises. Said insurance shall contain the minimum limits equal to Lessor's liability as set forth in the Texas Tort Claims Act, Section 101.001, et seq., Tex. Civ. Proc. And Rem. Code Ann., as same may from time to time during the term hereof be amended. Such insurance policy shall include Lessor with evidence of such insurance. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessor. The policies must also contain a provision that the company writing said policy will give to Lessor at least twenty (20) days notice in writing in advance of any cancellation or lapse or the effective day of any reduction in the amounts of insurance.

Remedy for Failure to Provide Insurance

9.3 Lessee shall furnish Lessor with the original of all insurance policies required by this Article. If Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessee fails to deliver proof of insurance showing coverages to Lessor prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessee under this Lease; or Lessor may, but shall not be required to take out such insurance and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this Article. Lessee agrees to reimburse Lessor all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

Indemnity

9.4 By moving into the Leased Premises or taking possession thereof, Lessee accepts the Leased Premises as suitable for the purposes for which the same are leased and accepts the Premises and each and every appurtenance thereof, and Lessee by said acts waives any and all visible or apparent defects therein. Lessor will not be liable to Lessee or Lessee's agents, employees, guests, invitees or to any person claiming by, through or Lessee for any injury to person, loss or damage to property, or for loss or damage to Lessee's business, occasioned by or through the acts or omissions of Lessor, or by any other cause whatsoever except Lessor's negligence or willful wrong. Lessor will not be liable for and Lessee will indemnify and hold Lessor harmless against all suits, actions, claims, demands, damages, costs, liability and expenses, including reasonable attorneys' fees for defending claims and demands, arising from the conduct or management of Lessee's business on the Premises or its use of them; from the loss of life, bodily and personal injury or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises or the occupancy or use by Lessee of the Leased Premises or any part thereof, or occasioned wholly or in part by any action or omission of Lessee, its agents, contractors, employees, servants, invitees, or licensees; from any breach by Lessee of any condition of this Lease; or from any act of negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises. If Lessor will, without fault on its part, be made a party to any action commenced by or against Lessee, Lessee will protect and hold Lessor harmless therefrom and will pay all costs, expenses, and reasonable attorney's fees of Lessor incurred in connection therewith.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a

description of the damage and, as far as known to Lessee, the cause of the damage.

Damage or Destruction

10.2 If the Building which contains the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease, at the option of the Lessee or Lessor, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed within sixty (60) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, (at Lessor's option) if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the event that Lessor should fail to complete such rebuilding or repairs within thirty (30) working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the Premises and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased. The rent payable under section 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of twenty (20) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Lessor's Lien

12.2 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Leased Premises as security for rent due and to become due for the remainder of the current Lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any manner affect, the statutory landlord's lien given by law but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the conduct of Lessee's business in the ordinary course of business and Lessee's actions in the ordinary conduct of Lessee's business shall be free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold and re-enter and relet the Premises as provided in the preceding section, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the Premises and sell it at public or private

sale after giving Lessee reasonable notice of the time and place of any public or private sale or of the time after that any private sale is to be made for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to repairing damage to the Leased Premises, if any, then to the payment of any rent due or to become due under this Lease, with balance, if any, to be paid to Lessee. Any lien created by this Article 12.2 will be subject to the interest of the U.S. Department of Health and Human Services for payment and/or purchase of such fixtures, chattel, or other property with federal monies.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Lease shall be cumulative, and none shall exclude any other right or remedy provided by law. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the prior written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the prior written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease. On transfer, and on the transferee's assumption of its obligations, Lessor is relieved of its obligations under this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 Except as may be otherwise specifically provided in this Lease Agreement, all notices, demands, requests or communication 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 Lessor: County of Hidalgo
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Lessee: _____

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. Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 The provisions of this Lease Agreement will be binding upon and inure to the benefit of Lessor and Lessee, respectively, and their respective heirs, personal representatives, successors and assigns, where permitted by this Lease.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease Agreement or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease Agreement to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

IN WITNESS WHEREOF, the undersigned execute this Lease Agreement as of the day and year first above written.

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P

By: _____
Stephen L. Crain

ATTEST:

Arturo Guajardo, Jr., County Clerk

LESSOR:

THE COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

LESSEE:

By: _____
Printed Name: _____
Title: _____

DRAFT

EXHIBIT "A"
RFB PACKET

DRAFT

A-1
DESCRIPTION OF "THE PROPERTY"

DRAFT

EXHIBIT "A-2"
HIDALGO COUNTY'S HOLIDAY SCHEDULE

DRAFT

EXHIBIT "B"
BID PAGE

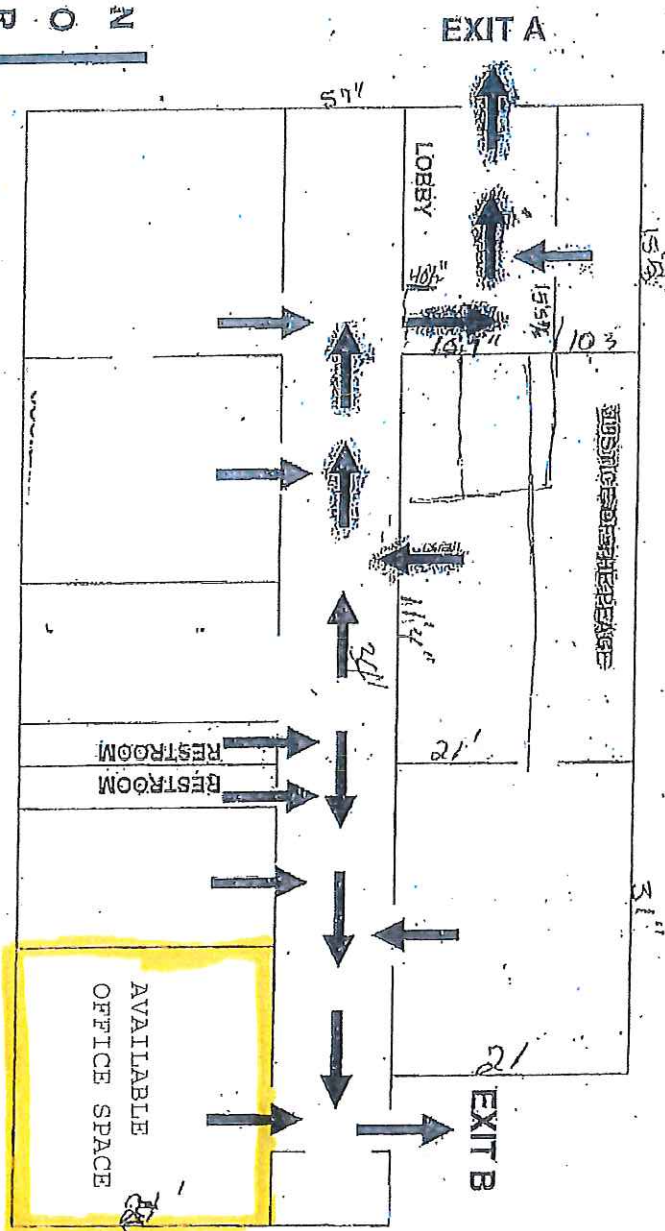
DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

A-1
DESCRIPTION OF “THE PROPERTY”

EXHIBIT A-1
HIDALGO COUNTY TAX OFFICE SUB-STATION
708 E. Hwy 107 Ste. B.
ELSA, TX. 78543



708 E. Starling Ave, El Paso
Elsa, TX. 78543

EXHIBIT "A-2"
HIDALGO COUNTY'S HOLIDAY SCHEDULE



EXHIBIT A-2
HIDALGO COUNTY
"Lease of Office Space to Interested Parties
of HC Owned Bldg in the Edcouch Elsa Area"
RFB No.: 2015-105-04-01-SGS

HIDALGO COUNTY 2015 HOLIDAY SCHEDULE

New Year's Day	January 01, 2015	Thursday
Martin Luther King Day	January 19, 2015	Monday
President's Day	February 16, 2015	Monday
Good Friday	April 03, 2015	Friday
Memorial Day	May 25, 2015	Monday
Independence Day	July 03, 2015	Friday
Labor Day	September 07, 2015	Monday
Columbus Day	October 12, 2015	Monday
Veteran's Day	November 11, 2015	Wednesday
Thanksgiving	November 26 & 27, 2015	Thursday & Friday
Christmas	December 24 & 25, 2015	Thursday & Friday
New Year's Eve	December 31, 2015	Thursday

Approved by Commissioners' Court on: November 10, 2014.

EXHIBIT "B"
BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
"Lease of Office Space to Interested Parties of HC
Owned Bldg in the Edcouch Elsa Area"
Bid No.: 2015-105-04-01-SGS

BID PAGE

- 1) Amount per square feet: \$ \$4.17
- 2) Monthly amount: \$ \$700 (1/12th of the Annual Lease)
- 3) Annual Lease amount: \$ \$8,400

The lease shall be for an initial-term of three (3) years with an additional one (1) year extension term at County's sole option, under the same rates, terms and conditions.

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Linebarger Goggan Blair & Sampson, LLP

ADDRESS: 205 South Pin Oak Ave

CITY/STATE/ZIP CODE: Edinburg, Texas 78539

PHONE NUMBER: 956.383.4500

E-MAIL ADDRESS: lucyc@lgbs.com

CELLULAR NUMBERS: 956.457.7302

FAX NUMBER: 956.383.7820

AUTHORIZED SIGNATURE: Lucy G. Canales

PRINTED NAME: Lucy G. Canales

TITLE: Capital Partner

DATE: March 30, 2015

OPENED
4/1/15
9:35am
Witnessed
[Signature]

Zimbra

sandy.suarez@co.hidalgo.tx.us

RE: RFB No.: 2015-105-04-01-SGS- Hidalgo County- "Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area" Clarification Needed

From : Elvira Hernandez
<Elvira.Hernandez@lgbs.com>

Thu, Apr 02, 2015 11:09 AM

Subject : RE: RFB No.: 2015-105-04-01-SGS-
Hidalgo County- "Lease of Office
Space to Interested Parties of HC
Owned Bldg in the Edcouch Elsa
Area" Clarification Needed

To : 'Sandy.suarez@co.hidalgo.tx.us'
<Sandy.suarez@co.hidalgo.tx.us>

Cc : Lucy Canales <Lucyc@lgbs.com>,
Tito Salinas <TitoS@lgbs.com>

Good Morning Ms. Suarez,

In reply to your email to Mrs. Canales, please be advised that the amounts listed were rounded off based on the amount per square feet. The correct amounts with decimals are as follows:

Amount per square feet:	\$4.17
Monthly amount:	\$700.56
Annual Lease Amount:	\$8,406.72

If you have any questions, please do not hesitate to call our office.

Thank you!

Elvira

Elvira Hernandez

EXHIBIT “C”

INSURANCE REQUIREMENTS