DEPARTMENT
County of Hidalgo

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

March 22, 2018

Johnny Espinoza, Operations Manager
MOUNTAIN GLACIER, LLC
109 North FM 509
Harlingen, Texas 78550
P (956) 535-2648

via email johnny@mountainglacier.com
TERM: AUGUST 30, 2018 – AUGUST 29, 2019

Re: **EXTENSION/RENEWAL & 1295 FORM NOTICE**
CONTRACT# E-17-201-07-25 (C-16-133-05-17) – **BOTTLED WATER SERVICES for HIDALGO COUNTY**

Dear Mr. Espinoza:

Be advised, that County has chosen the option to exercise the SECOND (2nd & FINAL) YEAR of the additional two (2) one (1) year period, *(under the same rates, terms and conditions)* with **MOUNTAIN GLACIER, LLC** for the referenced project. However, in order to proceed with approval of the extension, 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.

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 **Renewal/Extension No. E-18-113-00-00**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

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

By: _____ Date: 3-26-18
Johnny Espinoza, Operations Manager

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 at (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent
(or)
Dina Trevino, Assistant Purchasing Agent
Hidalgo County Purchasing Agent

MLS-DT/lhs
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2018-330045

Date Filed:
03/26/2018

Date Acknowledged:

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

Mountain Glacier LLC
Harlingen, TX United States

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

County Of Hidalgo

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-18-113-00-00
bottled water services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Espinoza, Johnny	Harlingen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Johnny Espinoza, and my date of birth is 1-4-68.

My address is 1239 N. Crockett St. (street), San Benito (city), TX (state), 78586 (zip code), US (country).

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

Executed in Cameron County, State of TX, on the 26 day of March (month), 20 18 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2018-330045

Date Filed:
03/26/2018

Date Acknowledged:
03/26/2018

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

Mountain Glacier LLC
Harlingen, TX United States

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

County Of Hidalgo

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-18-113-00-00
bottled water services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Espinoza, Johnny	Harlingen, TX United States	X	

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)

MOUNT

Client#: 24995

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2017

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

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

PRODUCER
Regions Insurance Inc - Kokomo
2701 Albright Rd.
Kokomo, IN 46902
800 842-7002

CONTACT NAME: JJ Iovino
PHONE (A/C, No, Ext): 800 842-7002
FAX (A/C, No): 855-452-1300
E-MAIL ADDRESS: Tamara.Alexander@Regions.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Ins Co	22306
INSURER B : Hanover Insurance Company	22292
INSURER C : Hartford Fire Insurance Company	19682
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mountain Glacier LLC
709 Oak Hill Rd.
Evansville, IN 47711

CERTIFICATE NUMBER: REVISION NUMBER:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZDW9641960	08/11/2017	08/11/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AWW9641956	08/11/2017	08/11/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB OCCUR			UHW9641961	08/11/2017	08/11/2018	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			36WBCAA7SVM	10/26/2017	10/26/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

-General liability includes blanket additional insured, additional insured broad form vendors, primary & non contributory and blanket waiver of subrogation all per written contract or agreement.
-Form 421-2915 Additional Insured by Contract Agreement or Permit
-Automobile liability includes blanket waiver of subro and blkt adtl insured all per written contract.

CERTIFICATE HOLDER

Hidalgo County
ATTN: PURCHASING DEPT
2212 S Hwy Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MPRAT

E-17-201-07-25

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

July 6, 2017

Johnny Espinoza, Operations Manager
MOUNTAIN GLACIER, LLC
109 North FM 509
Harlingen, Texas 78550
P (956) 535-2648

via email johnny@mountainglacier.com
TERM: AUGUST 30, 2017 – AUGUST 29, 2018

Re: EXTENSION/RENEWAL & 1295 FORM NOTICE
Contract# C-16-133-05-17 – BOTTLED WATER SERVICES for HIDALGO COUNTY

Dear Mr. Espinoza:

Be advised, that County has chosen the option to exercise the **FIRST(1ST) YEAR** of the additional two (2) one (1) year terms, **under the same rates, terms and conditions** with **MOUNTAIN GLACIER, LLC** for the referenced project. However, in order to proceed with approval of the extension, 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 with the Texas Ethics Commission at the following website:

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

Note: In box# 3 of **Form 1295**, you will provide **Extension No. E-17-201-00-00**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline as stated below.

In order to proceed with approval of **Extension/Renewal** for referenced project by **Commissioners Court**, the signed and notarized "**Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us **by no later than Friday, July 14, 2017.** Hidalgo County cannot enter into a contract until such information is submitted, therefore, failure to timely submit all required documentation may result in delay of award. Please include your *"Updated Certificate of Insurance"*

In, addition, we are respectfully requesting a ***"mutual agreement"*** *to* ***amend*** *the* ***[Maintenance of Leased Equipment]*** under ***Exhibit A-page 1 of 6 (Specifications/Requirements) to provide inspection/cleaning/sanitizing on a "monthly" basis at no additional cost to the County instead of the annual basis as currently stated.*** Please submit both your "mutual agreement" and acknowledgment of this notice by signing and returning to the Hidalgo County Purchasing Department, via email: leticia.saenz@co.hidalgo.tx.us by no later than date reflected above.

By: _____ Date: 7-10-17
Johnny Espinoza, Operations Manager

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lhs

FILED
AT 3:00 O'CLOCK P M
AUG 10 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY NGC DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO SERVICE CONTRACT
(C-16-133-05-17)

This **AMENDMENT** to the service contract for **"Bottled Water Services for Hidalgo County"** for **Hidalgo County** in connection to contract # **C-16-133-05-17,** dated May 17, 2016, by and between **HIDALGO COUNTY, TEXAS** ("County") and **MOUNTAIN GLACIER, LLC** ("Company") is entered into between the parties effective this **25TH** day of **July, 2017.**

WHEREAS, Company and County entered into a Contract dated **May 17, 2016**, in which Company agreed to provide certain services for the purpose of ""**Bottled Water Services for Hidalgo County**" for **Hidalgo County** (the "Contract");

WHEREAS, Page 1 of 6 of the Specification/Requirements attached as Exhibit A to the Contract under the heading "Maintenance of Lease Equipment" provides "full service maintenance, including labor and replacement of all non-consumable parts as well as one (1) annual inspection and cleaning/sanitizing";

WHEREAS, the parties desire to amend the Contract to provide monthly cleaning and sanitizing as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. The following shall be added to page 1 of 6 of the Specifications/Requirements attached as Exhibit A to the Contract under the heading "Maintenance of Lease Equipment";

Vendor shall clean and sanitize each cooler on a monthly basis

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

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

Approved by Commissioner's Court on: July 25, 2017.

MOUNTAIN GLACIER, LLC

By: _____
Johnny Espinoza, Operation Manager

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 7/25/17

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

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

By: _____
Stephen L. Crain, Attorney

Client#: 24995 MOUNT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2017

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

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PRODUCER
Regions Insurance Inc - Kokomo
2701 Albright Rd.
Kokomo, IN 46902
800 842-7002

CONTACT NAME: JJ Iovino
PHONE (A/C, No, Ext): 800 842-7002 **FAX (A/C, No):** 855-452-1300
E-MAIL ADDRESS: Tamara.Alexander@Regions.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Ins Co	22306
INSURER B : Hanover Insurance Company	22292
INSURER C : Hartford Fire Insurance Company	19682
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mountain Glacier LLC
709 Oak Hill Rd.
Evansville, IN 47711

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZDW9641960	08/11/2017	08/11/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AWW9641956	08/11/2017	08/11/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB OCCUR			UHW9641961	08/11/2017	08/11/2018	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		36WBCAA7SVM	10/26/2017	10/26/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

-General liability includes blanket additional insured, additional insured broad form vendors, primary & non contributory and blanket waiver of subrogation all per written contract or agreement.
-Form 421-2915 Additional Insured by Contract Agreement or Permit
-Automobile liability includes blanket waiver of subro and blkt adtl insured all per written contract.

CERTIFICATE HOLDER

Hidalgo County
ATTN: PURCHASING DEPT
2212 S Hwy Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SPECIAL MEETING - July 25, 2017

BE IT REMEMBERED, that on this 25th day of July A.D., 2017, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE DAVID FUENTES	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

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

AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
July 25, 2017
9:30 A.M.

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

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

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, JOE FLORES, the Court made a UNANIMOUS vote of approval with the exception of Item.11. A, B & C to be pulled for further discussion.

Vote: 5 - 0 -Unanimously

Court proceeded to Item. 11.A - C.

1. **AI-60872** **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **Auditor's Office:**

A. **AI-60876** Presentation of Fund Information Report

B. **AI-60694** Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

C. **AI-60797** Discussion, consideration and approval to process the City of Penitas 2015-2016 TIRZ payment, in the amount of $75,042.41 pursuant to the interlocal agreement between the City of Penitas, Hidalgo County, and Reinvestment Zone No. 1, City of Penitas.

12. **Purchasing Dept - Notes:**

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **AI-60848** Acceptance and approval of payment for invoice#17-6-000017 in the amount of $996.05, as submitted by project engineer, L&G Consulting Engineers Inc., for services provided under Contract C-16-305-10-04 (WA#1), for Pct 4 San Carlos CRC Landscaping, Irrigation & Retaining Wall project.

B. **AI-60850** Acceptance and approval of payment for Invoice#11326350 in the amount of $7,400.90, as submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-11-234-09-13 through (WA#2), for Pct 4 FM 1925 & N. Alamo Rd. Ext.project.

C. **AI-60844** Pct 4 Project Inovices-
1. Request approval for processing and payment of invoice 17-6-000004 submitted by L&G Consulting Engineers in the amount of $1,493.98 for San Carlos CRC Sunflower Park Concrete Walking Trail and Sunflower Park(PO# 746888).
2. Request approval for processing and payment of invoice 00002266 submitted by Halff Associates in the amount of $3,438.00 for J.R. "Milo" Ponce Memorial Park Improvements (PO# 759817).
3. Request approval for processing and payment of invoice 11326365 submitted by L&G Engineering in the amount of $7,862.50 for FM222 (Ware Road) Project WA#2 (PO# 736559).
4. Request approval for processing and payment of invoice 11326376 submitted by L&G Engineering in the amount of $3,900.00 for FM1925 WA#1 (P0# 739761).
5. Request approval for processing and payment of invoice 11326356 submitted by L&G Engineering in the amount of $77,853.90 for 10th Street Extension (P0# 700265).
6. Request approval for processing and payment of invoice 11326377 submitted by L&G Engineering in the amount of $5,260.00 for FM1925 WA#1 (P0# 663995).
7. Request approval for processing and payment of invoice 11326369 submitted by L&G Engineering in the amount of $9,686.88 for Milo Ponce Memorial Park Imprv (PO# 762380).
8. Request approval for processing and payment of invoice 00002391 submitted by Halff Associates in the amount of $1,844.10 for Sanitation Collection Facility & M Rd Building (PO# 745734).
9. Request approval for processing and payment of Application 1 from Synergy Builders of Texas in the amount of $112,950.00 for Recovery & Motor Pool Project (PO#761124).

D. **AI-60856** Ratification of the fully executed Change Order No. 2 in connection with contract No. C-16-281-11-15 -Hidalgo County Precinct #2 -YUMA AVENUE EXTENSION PROJECT(from McColl Rd to 0.16 miles east of McColl Rd) as recommended by project inspector, Eugene Palacios and subject to compliance with HB1295 when and if applicable.

E. **AI-60569** Approval to enter into a 36 month capital lease agreement with G. E. Capital Information Technology Solutions, dba, Ricoh USA, through State of Texas DIR Contract # TSO-3041 for 3 copiers to be located in various Tax Office locations/sites.

F. **AI-60572** Approval to enter into a 36 month capital lease agreement with G. E. Capital Information Technology Solutions, dba, Ricoh USA, through State of Texas DIR Contract # TSO-3041 for IT DEPT.

G. **AI-60573** Approval to enter into a 48 month capital lease agreement with G. E. Capital Information Technology Solutions, dba, Ricoh USA, through State of Texas DIR Contract # TSO-3041 for JP 1, PL 2.

H. **AI-60574** JP 1 PL 1:
Approval to enter into a 48 month capital lease agreement with G. E. Capital Information Technology Solutions, dba, Ricoh USA, through State of Texas DIR Contract: TSO-3041 with all documentation attached/ contained herein.

I. **AI-60616** Approval to enter into a 36 month capital lease agreement with G. E. Capital Information Technology Solutions, dba, Ricoh USA, through State of Texas DIR Contract # TSO-3041 with 4 copiers to be located in various Tax Office locations/sites.

J. **AI-60644** Authority to exercise the seventh of nine possible (1) year options to extend/renew [as provided in the current agreement] for the:"LEASE OF TOWER SPACE" in connection the Hidalgo County Sheriff's Office (under the same rates, terms and conditions), effective 08/03/17 and expires 08/02/18.
1) SBA TOWERS IV, LLC - (LA JOYA TOWER SITE)
2) O.E. INVESTMENTS, LTD - (WESLACO TOWER SITE)

K. **AI-60645** APPROVED Requesting authority to exercise the first [1st] extension term [as provided in the current contract] for:"BOTTLED WATER SERVICES" (on an as needed basis) including the"Mutual Agreement" to Amend the current Maintenance/Equipment Services [to a monthly basis] for Hidalgo County with all other rates, terms and conditions remaining the same with MOUNTAIN GLACIER, LLC, effective 08/30/17 through 08/29/18.

L. **AI-60655** Emergency Management:
Request to remove fixed asset from department inventory list with detailed description of asset attached as "Exhibit A" Inventory Listing

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2017-234189

Date Filed:
07/10/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mountain Glacier LLC
Harlingen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
E-17-201-07-25
Bottled Water Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Espinoza, Johnny	Harlingen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

PATRICIA VASQUEZ NOTARY PUBLIC STATE OF TEXAS NOTARY ID 13072998-7 07/08/2020

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Juan Espinoza, this the 11 day of July, 20 17, ~~to certify~~ which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Patricia Vasquez	Notary

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2017-234189

Date Filed:
07/10/2017

Date Acknowledged:
07/11/2017

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

Mountain Glacier LLC
Harlingen, TX United States

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

County Of Hidalgo

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

E-17-201-07-25
Bottled Water Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Espinoza, Johnny	Harlingen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

SPECIAL MEETING - July 25, 2017

BE IT REMEMBERED, that on this 25th day of July A.D., 2017, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE DAVID FUENTES	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

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

AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
July 25, 2017
9:30 A.M.

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

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

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, JOE FLORES, the Court made a UNANIMOUS vote of approval with the exception of Item.11. A, B & C to be pulled for further discussion.

Vote: 5 - 0 -Unanimously

Court proceeded to Item. 11.A - C.

1. **AI-60872** **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **Auditor's Office:**

A. **AI-60876** Presentation of Fund Information Report

B. **AI-60694** Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

C. **AI-60797** Discussion, consideration and approval to process the City of Penitas 2015-2016 TIRZ payment, in the amount of $75,042.41 pursuant to the interlocal agreement between the City of Penitas, Hidalgo County, and Reinvestment Zone No. 1, City of Penitas.

12. **Purchasing Dept - Notes:**

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **AI-60848** Acceptance and approval of payment for invoice#17-6-000017 in the amount of $996.05, as submitted by project engineer, L&G Consulting Engineers Inc., for services provided under Contract C-16-305-10-04 (WA#1), for Pct 4 San Carlos CRC Landscaping, Irrigation & Retaining Wall project.

B. **AI-60850** Acceptance and approval of payment for Invoice#11326350 in the amount of $7,400.90, as submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-11-234-09-13 through (WA#2), for Pct 4 FM 1925 & N. Alamo Rd. Ext.project.

C. **AI-60844** Pct 4 Project Inovices-
1. Request approval for processing and payment of invoice 17-6-000004 submitted by L&G Consulting Engineers in the amount of $1,493.98 for San Carlos CRC Sunflower Park Concrete Walking Trail and Sunflower Park(PO# 746888).
2. Request approval for processing and payment of invoice 00002266 submitted by Halff Associates in the amount of $3,438.00 for J.R. "Milo" Ponce Memorial Park Improvements (PO# 759817).
3. Request approval for processing and payment of invoice 11326365 submitted by L&G Engineering in the amount of $7,862.50 for FM222 (Ware Road) Project WA#2 (PO# 736559).
4. Request approval for processing and payment of invoice 11326376 submitted by L&G Engineering in the amount of $3,900.00 for FM1925 WA#1 (P0# 739761).
5. Request approval for processing and payment of invoice 11326356 submitted by L&G Engineering in the amount of $77,853.90 for 10th Street Extension (P0# 700265).
6. Request approval for processing and payment of invoice 11326377 submitted by L&G Engineering in the amount of $5,260.00 for FM1925 WA#1 (P0# 663995).
7. Request approval for processing and payment of invoice 11326369 submitted by L&G Engineering in the amount of $9,686.88 for Milo Ponce Memorial Park Imprv (PO# 762380).
8. Request approval for processing and payment of invoice 00002391 submitted by Halff Associates in the amount of $1,844.10 for Sanitation Collection Facility & M Rd Building (PO# 745734).
9. Request approval for processing and payment of Application 1 from Synergy Builders of Texas in the amount of $112,950.00 for Recovery & Motor Pool Project (PO#761124).

D. **AI-60856** Ratification of the fully executed Change Order No. 2 in connection with contract No. C-16-281-11-15 -Hidalgo County Precinct #2 -YUMA AVENUE EXTENSION PROJECT(from McColl Rd to 0.16 miles east of McColl Rd) as recommended by project inspector, Eugene Palacios and subject to compliance with HB1295 when and if applicable.

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Approval to enter into a 48 month capital lease agreement with G. E. Capital Information Technology Solutions, dba, Ricoh USA, through State of Texas DIR Contract: TSO-3041 with all documentation attached/ contained herein.

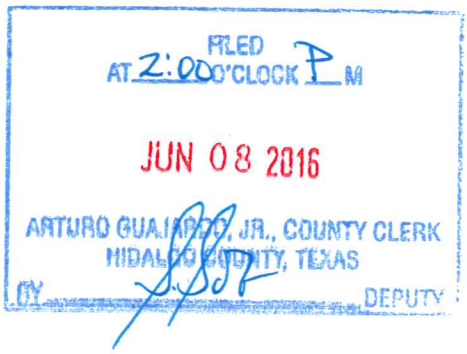
I. **AI-60616** Approval to enter into a 36 month capital lease agreement with G. E. Capital Information Technology Solutions, dba, Ricoh USA, through State of Texas DIR Contract # TSO-3041 with 4 copiers to be located in various Tax Office locations/sites.

J. **AI-60644** Authority to exercise the seventh of nine possible (1) year options to extend/renew [as provided in the current agreement] for the:"LEASE OF TOWER SPACE" in connection the Hidalgo County Sheriff's Office (under the same rates, terms and conditions), effective 08/03/17 and expires 08/02/18.
1) SBA TOWERS IV, LLC - (LA JOYA TOWER SITE)
2) O.E. INVESTMENTS, LTD - (WESLACO TOWER SITE)

K. **AI-60645** Requesting authority to exercise the first [1st] extension term [as provided in the current contract] for:"BOTTLED WATER SERVICES" (on an as needed basis) including the"Mutual Agreement" to Amend the current Maintenance/Equipment Services [to a monthly basis] for Hidalgo County with all other rates, terms and conditions remaining the same with MOUNTAIN GLACIER, LLC, effective 08/30/17 through 08/29/18.

APPROVED

L. **AI-60655** Emergency Management:
Request to remove fixed asset from department inventory list with detailed description of asset attached as "Exhibit A" Inventory Listing



THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-133-05-17

THIS CONTRACT is made and entered into this **17th** day of **MAY, 2016** by and between the **County of Hidalgo, Texas** ("County") and **MOUNTAIN GLACIER, LLC** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for: **"BOTTLED WATER SERVICES" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed bid to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County**. Company agrees in

performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **AUGUST 30, 2016** and expiring on **AUGUST 29, 2017** and may be extended at the sole discretion of the County for an additional two (2) one (1) year periods under the same rates, terms and conditions. County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

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

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

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

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

If to County:

County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: **Mountain Glacier, LLC**
Attn: Johnny Espionza, Operations Manager
109 North FM 509
Harlingen, Texas 78550

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

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

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

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

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this 17th day of May, 2016.

Approved by Commissioner's Court: May 17th, 2016.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 5/17/16

COMPANY: MOUNTAIN GLACIER, LLC

By: _____

Printed Name: Johnny Espinoza

Title: Operations Manager

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

C-16-133O5-17

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

April 11, 2016

Re: **HIDALGO COUNTY**
Request for Bids - **"BOTTLED WATER SERVICES"**
RFB No: 2016-133-04-27-FAZ

Dear Gentlemen:

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

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

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BID (RFB)
TABLE OF CONTENTS
BOTTLED WATER SERVICES
Bid No: 2016-133-04-27-FAZ

1. Request for Bid Letter, consisting of 1 page.

2. Table of contents, consisting of 1 page.

3. Request for Bid, Legal Notice, consisting of 8 pages.

4. Exhibit "A" Specifications consisting of 6 pages.

5. Exhibit "B" Bid Page consisting of 2 pages.

6. Exhibit "C" Insurance Requirements consisting of 4 pages.

7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 page.

8. Vendor/Bidder Application, consisting of 2 pages.

9. W-9 form, consisting of 4 pages.

10. Certifications Regarding Debarment consist of 1 page.

11. Draft Service Contract, consisting of 9 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

April 11, 2016
Date

Bid No: 2016-133-04-27-FAZ	Buyer : MATY FAZ	Tel. No: (956) 318-2626 ext 4854

REQUEST FOR BIDS

HIDALGO COUNTY
"BOTTLED WATER SERVICES"

BID OPENING DATE

April 27, 2016

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

LEGAL NOTICE **BID NO.: 2016-133-04-27-FAZ**

1. Sealed bids will be received for **"HIDALGO COUNTY -"BOTTLED WATER SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("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 and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2016-133-04-27-FAZ "HIDALGO COUNTY-"BOTTLED WATER SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, April 27, 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "HIDALGO COUNTY - RFB NO.: 2016-133-04-27-FAZ "BOTTLED WATER SERVICES"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

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 o 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 -RFB NO.: 2016-133-04-27-FAZ -"BOTTLED WATER SERVICES"**

     Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**April 27, 2016**
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, **2016**

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.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. Disclosure of Conflict of Interest

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("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. **Completed Form CIQ must be submitted 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-133), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us.

Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. If, during the life of any contract or bid awarded, the successful bidder's net 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 the County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to 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.

25. 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.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. 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.

28. 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.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in 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.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this (RFB), Request for Bid, in their response (except for the CIQ form if NON APPLICABLE). Failure to provide tis information may result in rejection of the RFB as nonconforming.

Bid
For
"HIDALGO COUNTY
"BOTTLED WATER SERVICES"
BID NO.: 2016-133-04-27-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
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"

Revised-Specifications/Requirements
Hidalgo County
"Bottled Water Services"
Bid No: 2016-133-04-27-FAZ

OVERVIEW:

The purpose of this solicitation is to solicit sealed bids to establish a vendor to provide bottled water service for the Hidalgo County Departments. All services shall be provided in accordance with the specifications contained herein.

SCOPE OF WORK:

The vendor shall furnish all resources required to provide bottled drinking and/or spring water, paper cups and dispensing equipment, as specified herein on an "AS NEEDED BASIS". Hidalgo County reserves the right to add or delete item(s) during the term of the contract.

SPECIFICATIONS/REQUIREMENTS

CONTAINERS:

All containers shall be returnable/reusable, five (5) gallon capacity, designed for inverted operation on dispensers. All containers shall be clear or translucent, impact resistant, poly carbonate plastic. Water caps shall be compatible with cooler models awarded pursuant to awarded contracts and those cooler models currently owned by the respective user departments. No storage racks are needed.

LEASED EQUIPEMENT:

All equipment offered by the vendor through this contract shall be new and in compliance with the following minimum specifications:

- COOLERS-Full size, free standing, shall be approximately 12.5"W x 12.5" x 38"H
- DELIVERY, INSTALLATION & MAINTENANCE shall be included in the bid price.
- All COOLERS shall be Underwriter Lab approved, or equivalent.
- All EQUIPMENT shall not contain lead or lead based solder in contact with water.
- COOLERS shall be free standing, suitable to accept containerized water.
- COLD WATER service equipment shall be mechanically cooled with thermostatic controls.
- HOT WATER service equipment shall be electrically heated and thermostatically controlled (approximately 160°-180° F)
- ELECTRICAL REQUIREMENTS- 120 volt, single phase, 60 Hz.
- DRIP RECEPTOR shall be removable
- Should the models bid become obsolete, the substitution of models will be permitted under the following conditions:
  a) the substitution confirms to the specifications as stated herein,
  b) the specifications for the proposed substitution is provided to the user department

MAINTENANCE OF LEASED EQUIPMENT

The leased cost of each cooler shall include inside delivery and installation, full service maintenance, including labor and replacement of all non-consumable parts as well as one (1) annual inspection and cleaning/sanitizing. The vendor shall repair or replace malfunctioning coolers within twenty-four (24) hours of receiving the service call from the user department.

DELIVERIES:

1) All deliveries throughout the contract term must be during normal business hours; Monday-Friday from 8:00 a.m. -12:00 p.m. and 1:00 p.m. -4:00 p.m.
2) Bidder shall be solely responsible for familiarity with any site-specific delivery conditions. (i.e. building access, parking, elevators, stairs, security requirements, etc)
3) Bidder shall deliver the requested amount of product within twenty-four (24) hours following the request or earlier if requested.

* PRICING:

Bidders shall indicate on the Bid Page (refer to Exhibit B); a firm unit price per five (5) gallon drinking and/or spring water vessel/bottle water, 16.0 and 20 oz per case bottled water & cups, as well as a monthly rental fee to supply water dispensers to all user departments. Prices shall include all cost associated with maintenance, installation and repairs of the water dispenser unit(s). All prices must remain firm throughout the term of the contract and any extensions thereto.

LOCATION OF WATER DISPENSERS:

The following locations listed below are to be considered minimum. The County reserves the right to request additional water dispensers or reduce the number of dispensers as necessary and Vendor agrees to comply with such requests. Vendor agrees to furnish additional water dispensers at prices agreed to in this bid.

	NAME	ADDRESS	DISPENSER		
			Hot/Cold	Temp/Cold	Cold
1.	HIDALGO CO 93RD DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, TX	1		
2.	HIDALGO CO 92ND DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, TX	1		
3.	HIDALGO CO 449TH DISTRICT COURT	1001 N. Doolittle Rd, Edinburg, TX	1		
4.	HIDALGO CO 430TH DISTRICT COURT	111 S. 9TH ST., Edinburg, TX		2	
5.	HIDALGO CO 398TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, TX	2		
6.	HIDALGO CO 389TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, TX	1		
7.	HIDALGO CO 332ND DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, TX	1		
8.	HIDALGO CO 275 TH DISTRICT COURT	100 N. Closner, 1st Floor, Edinburg, TX	1		
9.	HIDALGO CO 206TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, TX	1		0
10.	HIDALGO CO 139TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, TX			1
11.	HIDALGO CO ADULT PROBATION-SATF	1000 N. M Road, Edinburg, TX	2		
12.	HIDALGO CO AUDITOR'S OFFICE	2808 S. Business 281-Edinburg, TX	1		
13.	HIDALGO CO AUXILARY COURT	100 N. Closner, (Annex Bldg.)Edinburg, TX	1	1	
14.	HIDALGO CO BUDGET & MANAGEMENT OFFICE	2818 S. Bus. Hwy. 281, Edinburg, TX	1	1	
15.	HIDALGO CO BUDGET & MANAGEMENT WK COMP	2818 S. Bus. Hwy. 281, Edinburg, TX		1	
16.	HIDALGO CO CLERK OFFICE	100 N. Closner 1st Floor, Edinburg, TX	2	2	0
17.	HIDALGO CO CONSTABLE PCT 2	800 W. Hall Acres Rd. Ste. E, Pharr, TX		1	
18.	HIDALGO CO CONSTABLE PCT 4	2814 S. Business Hwy. 281 Edinburg, TX	1		0
19.	HIDALGO CO COURT AT LAW 1	100 N. Closner 3rd Floor, Edinburg, TX	1		
20.	HIDALGO CO COURT AT LAW 2	100 N. Closner 3rd Floor, Edinburg, TX	1		
21.	HIDALGO CO COURT AT LAW 4	100 N. Closner 3rd Floor, Edinburg, TX			1
22.	HIDALGO CO COURT AT LAW 5	100 N. Closner 2nd Floor, Edinburg, TX		1	
23.	HIDALGO CO DISTRICT ATTORNEY'S OFFICE	100 N. Closner 3rd Floor, Edinburg, TX	1		1
24.	HIDALGO CO DISTRICT CLERK'S OFFICE	100 N. Closner, Judicial Annex, Edinburg, TX	1		
25.	HIDALGO CO DISTRICT CLERK'S OFFICE	100 N. Closner 1st Floor, Edinburg, TX	1		
26.	HIDALGO CO ELECTION DEPARTMENT	101 S. 10TH ST., Edinburg, TX	2		2
27.	HIDALGO CO EMERGENCY MANAGEMENT	302 W. University Dr., Edinburg, TX		1	
28.	HIDALGO CO EXTENSION SERVICE	410 N 13TH ST, Edinburg, TX			1
29.	HIDALGO CO FACILITY MGMT. OFFICE	3100 S. Hwy 281, Edinburg, TX	2		1
30.	HIDALGO CO FACILITY MGMT. OFFICE-Carpentry Shop	219 E Loeb, Edinburg, TX			1
31.	HIDALGO CO FIRE MARSHALLS	1124 N "M" Rd, Edinburg, TX	1		
32.	HIDALGO CO HEALTH & HUMAN SERVICES	1304 S. 25TH, Edinburg, TX	2	0	1
33.	HIDALGO CO HEALTH & HUMAN SERVICES	708 E. Edinburg Ave. Elsa, TX		1	
34.	HIDALGO CO HEALTH & HUMAN SERVICES	702 E. Tejano, Hidalgo TX			1
35.	HIDALGO CO HEALTH & HUMAN SERVICES	300 E. Hackberry, McAllen, TX			1
36.	HIDALGO CO HEALTH & HUMAN SERVICES	1903 N FIR, Pharr, TX		1	
37.	HIDALGO CO HEALTH & HUMAN SERVICES	1901 N. Bridge, Weslaco, TX		1	
38.	HIDALGO CO HIDTA TASK FORCE	3100 S. Closner, Foxtrot Bldg. Edinburg, TX			1
39.	HIDALGO CO HUMAN RESOURCES	2818 S. Business Hwy. 281, Edinburg, TX	2		
40.	HIDALGO CO INDIGENT DEFENSE	100 N. Closner (Annex Bldg.), Edinburg, TX		1	
41.	HIDALGO CO INFORMATION TECHNOLOGY DEPT.	100 E. Cano 4th Floor, Edinburg, TX	1		1
42.	HIDALGO CO INFORMATION TECHNOLOGY DEPT.	100 N. Closner 1st Floor, Edinburg, TX	1		
43.	HIDALGO CO JP PCT 1 PL 1-Gilbert Saenz	1902 Joe Stephens 301, Weslaco, TX		1	
44.	HIDALGO CO JP PCT 2 PL 1-Bobby Contreras	300 W Hall Acres, Suite F, Pharr, TX	1		
45.	HIDALGO CO JP PCT 2 PL 2- Jaime J. Muñoz	300 W. Hall Acres Rd. Suite D, Pharr, TX	1		

	NAME	ADDRESS	DISPENSER		
			Hot/Cold	Temp/Cold	Cold
46.	HIDALGO CO JP PCT 3 PL 1- Luis J. Garza	730 Breyfogle St. Suite C, Mission TX	1		
47.	HIDALGO CO JP PCT 3 PL 2-Ismael Ochoa	730 Breyfogle St., Suite A, Mission, TX	1		
48.	HIDALGO CO JP PCT 4 PL 1-Charlie Espinoza	212 N. 12th St, Edinburg, TX	1		
49.	HIDALGO CO JP PCT 4 PL 2- Mary Alice Palacios	224 N. 12th Ave. Edinburg, TX		1	
50.	HIDALGO CO JUDGE'S OFFICE	100 E. Cano, Edinburg, TX	1		
51.	HIDALGO CO JUVENILE BOOTCAMP	1711 N. Bridge, Weslaco, TX	1		2
52.	HIDALGO CO JUVENILE PROBATION DEPARTMENT	1001 N. Doolittle Rd., Edinburg, TX		1	1
53.	HIDALGO CO LAW LIBRARY	100 N. Closner 1st Floor, Edinburg, TX		1	
54.	HIDALGO CO MASTER COURT 1	100 N. Closner 2nd Floor, Edinburg, TX		1	
55.	HIDALGO CO MASTER COURT 2	100 N. Closner Portable Bldg., Edinburg, TX	1		
56.	HIDALGO CO PCT 1	1902 Joe Stephens, Weslaco, TX	2	1	
57.	HIDALGO CO PCT 1-Delta Lake Park	1.5 Mi North, East Side of FM 88, Monte Alto, TX	2		
58.	HIDALGO CO PCT 1-Sanitation	FM 1015 & MILE 11 N, Weslaco, TX	1		
59.	HIDALGO CO PCT 1-Sunset	FM 1015 & MILE 11 N, Weslaco, TX		1	
60.	HIDALGO CO PCT 2- Multi-Purpose Facility	1429 S. Tower Rd., Alamo, TX		1	
61.	HIDALGO CO PCT 2-Community Resource Center	509 E. Earling, San Juan, TX	0	1	
62.	HIDALGO CO PCT 3-Anzaldua Park	P.O. Box 607, Mission, TX		1	
63.	HIDALGO CO PCT 3-Landfill	3 Miles W. Military Hwy., Mission, TX		1	2
64.	HIDALGO CO PCT 4-Restitution	1124 N. M Rd., Edinburg, TX		2	1
65.	HIDALGO CO PCT 4-Administration Office	1051 N. Doolittle Rd., Edinburg, TX	1		
66.	HIDALGO CO PCT 4-Mechanic Shop	1102 N. Doolittle Rd., Edinburg, TX		1	
67.	HIDALGO CO PLANNING DEPARTMENT-(w/Health Dept.)	1304 S 25th, Edinburg, TX		1	
68.	HIDALGO CO PLANNING DEPARTMENT-Substation	2401 N. Moorefield, Mission TX		1	
69.	HIDALGO CO PLANNING DEPARTMENT-Substation	1902 Joe Stephens Ave, Weslaco, TX		1	
70.	HIDALGO CO PROBATE COURT	100 N. Closner, 3rd Floor, Edinburg, TX			1
71.	HIDALGO CO PUBLIC AFFAIRS	100 E. Cano St. Edinburg, TX	1		
72.	HIDALGO CO PUBLIC DEFENDER'S OFFICE	100 N. Closner, 5th Floor, Edinburg, TX		1	
73.	HIDALGO CO PURCHASING DEPARTMENT	2812 S. Business Hwy 281, Edinburg, TX	1	1	
74.	HIDALGO CO SAFETY DIVISION	9805 N. 10th St. McAllen, TX	1		
75.	HIDALGO CO SHERIFF"S OFFICE	711 El Cibolo, Edinburg, TX	2	3	9
76.	HIDALGO CO TAX OFFICE-(Main Office)	2804 S. Business Hwy 281, Edinburg, TX	3		
77.	HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station)	509 E. Earling, San Juan, TX	1		
78.	HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station)	1902 Joe Stephens, Weslaco, TX	1		
79.	HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station)	722 Breyfogle, Ste 104, Mission, TX	3		
80.	HIDALGO CO TAX OFFICE-Auto License Dept.(Sub-Station)	300 E. Hackberry, McAllen, TX	1		
81.	HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station)	1429 S. Tower Rd. Alamo, TX			1
82.	HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station)	708 E. Edinburg, Ave. Ste. B, Elsa, TX	1		
83.	HIDALGO CO TREASURER'S OFFICE	2810 S. Business Hwy 281, Edinburg, TX	1		
84.	HIDALGO CO VETERANS SERVICES	2816 S. Business Hwy 281, Edinburg, TX	1		
85.	HIDALGO CO WIC CLINIC	230 N. 86th St. San Carlos, TX			1
86.	HIDALGO CO WIC CLINIC	113 Dawson Dr., Edinburg, TX			1
87.	HIDALGO CO WIC CLINIC	220 Bicentennial, Suite D, McAllen, TX			1
88.	HIDALGO CO WIC CLINIC	3513 E. Main Ave., Suite 104, Alton, TX			1
89.	HIDALGO CO WIC CLINIC	722 N. Breyfogle, Suite 2-C, Mission, TX			1
90.	HIDALGO CO WIC CLINIC	1900 N. Knight, Pharr, TX		1	
91.	HIDALGO CO WIC CLINIC	702 E. Tejano, Hidalgo TX			1

	NAME	ADDRESS	DISPENSER		
			Hot/Cold	Temp/Cold	Cold
92.	HIDALGO CO WIC CLINIC	301 S. 8th, Donna, TX			1
93.	HIDALGO CO WIC CLINIC	371 E. Expressway 83, Sullivan City, TX		1	
94.	HIDALGO CO WIC CLINIC	708 E. Edinburg St., Elsa, TX			1
95.	HIDALGO CO WIC CLINIC	211 S. Schuerback Rd, Mission, TX		1	
96.	HIDALGO CO WIC CLINIC	1901 N.Bridge Ave., Weslaco, TX		1	
97.	HIDALGO CO WIC CLINIC	3105 E. Richardson, Edinburg, TX			1
98.	HIDALGO CO WIC CLINIC	540 S. Texas Ave., Mercedes, TX			2
99.	HIDALGO CO WIC CLINIC-LACTATION CENTER	3001 N. 23rd Ste. 2, McAllen, TX			1
100.	HIDALGO CO WIC CLINIC	313 E. Business 83, Suite 113, Alamo, TX			1
101.	HIDALGO CO WIC CLINIC	3001 N. 23rd St. Suite 8, McAllen, TX		1	
102.	HIDALGO CO WIC CLINIC	1429 S. Tower Rd., Alamo, TX			1
103.	HIDALGO CO WIC CLINIC	308 W. Hall Acres, Pharr, TX			1
104.	HIDALGO CO WIC CLINIC	509 E. Earling, San Juan, TX		1	
105.	HIDALGO CO WIC CLINIC	417 S. Oregon Ave., Weslaco, TX		1	
106.	HIDALGO CO WIC CLINIC	3503 W. Main Ave.- Suite 5-7, Alton, TX			1
107.	HIDALGO CO WIC CLINIC	2891 E. Grant St.-Suite 1 & 2, Roma, TX		1	
108.	HIDALGO CO WIC CLINIC	3404 Brand St, Suite 5, Rio Grande City, TX		1	
109.	HIDALGO CO WIC CLINIC (Administration Office)	3105 W. University Dr., Edinburg, TX		1	1
110.	HIDALGO CO PCT 4 SCRC	230 N. 86th St. San Carlos, TX			1
111.	HIDALGO CO PCT 2- Administrative Offices	300 W. Hall Acres Rd. Suite G, Pharr, TX	1	0	
112.	HIDALGO CO PCT 2-Field Operations Facility	4011 S. Veterans Blvd. San Juan, TX	1	1	
113.	HIDALGO CO PCT 2-County Wide Mechanic Shop	111 N. Birch St., Pharr, TX	1		
114.	HIDALGO CO EXECUTIVE OFFICE	2818 S. Business 281-Edinburg, TX	1		
115.	HIDALGO CO JP 1 PL 2-Jesus E. Morales	1902 Joe Stephens 302, Weslaco, TX		1	
116.	HIDALGO CO PCT 1- SHOP	1902 Joe Stephens, Weslaco, TX		1	
117.	HIDALGO CO PCT 1- R&B SHOP	FM 105 & MILE 11N, Weslaco, TX		1	
118.	HIDALGO CO PCT 1 DRAIN. BLDG	FM 105 & MILE 11N, Weslaco, TX		1	
119.	HIDALGO CO PCT 1 TIRE SHOP	FM 105 & MILE 11N, Weslaco, TX		1	
	TOTAL OF WATER DISPENSERS		**68**	**52**	**48**

TERMS & CONDITIONS:

1) **CONTRACT TERM:**
The Contract term shall remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon the cost remaining unchanged.

2) The vendor who is awarded will ensure that all water dispensers are working properly before and after delivery and will provide maintenance and/or replacement service in accordance with the contract.

3) Any contract award to a successful bidder will be in effect until **(a)** the contract expires; **(b)** delivery and acceptance of products, and/or performance of services ordered; or **(c)** terminated by County with thirty day's written prior to cancellation.

4) Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5) If, after bid award the low bidder(s) default(s) in meeting the general instructions to bidders and/or doesn't comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

6) SUBMITTAL OF INVOICES:
Vendor (s) must submit an invoice to each County department user. The signed delivery/sales ticket provided with each delivery shall be verified with the invoice. The vendor (s) shall provide the following on each invoice:

a) County department name and invoice & account number;
b) Purchase Order number;
c) Description and unit price for each item and total cost per line item and grand total of each invoice.

7) **PURCHASE ORDERS:**
Purchase order(s) shall be generated by the Hidalgo County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any orders placed without a valid current purchase order number. Payment will be made for all orders received and accepted by the user department.

8) To expedite evaluation of the bid. It is mandatory that Hidalgo County forms be used to submit pricing information.

9) The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

10) Hidalgo County shall award the bid on a lump sum basis to one bidder and/or on an item by item bid basis, whichever is in the best interest of the County.

11) Delivery of **BOTTLED WATER SERVICE** will be to various Hidalgo County departments as covered by purchase order only. Contractor is to provide water dispensing units on a rental basis as requested by the user department in any County office.

12) **INSURANCE REQUIREMENTS:** Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".

13) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

14) **Market Volatility and Unit Price Adjustments**:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

16.) ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this bid be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

17.) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL TO matilde.faz@co.hidalgo.tx.us by NO LATER THAN, Monday, APRIL 18, 2016, AT 5:00 PM. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL PARTICIPANTS VIA E-MAIL BY NO LATER THAN, **Wednesday, APRIL 20, 2016, 5:00 PM.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2016-133-04-27-FAZ

VENDOR must enter all required pricing on this form.

PART- I	
Drinking Water 5 - Gallon Bottles	
Drinking Water	$
Spring Water	$
Distilled Water 1 gallon	$
16 oz. (____ bottles / per case)	$
16.9 oz. (____ bottle / per case)	$
20 oz. (____ bottles / per case)	$

PART- II WATER DISPENSERS		
MONTHLY DISPENSER RENTAL		
Room Temperature	$	**Approximate Size:** height _____ width weight _____ depth
Cold	$	**Approximate Size:** height _____ width weight _____ depth
Hot/Cold	$	**Approximate Size:** height _____ width weight _____ depth

PART III OPTIONAL SUPPLIES	
4 oz. Conical Drinking Cups (Paper)	$ (___cups per pkg.)
4.5 oz. Conical Drinking Cups (Paper)	$ (___cups per pkg.)
8.5 fl. oz. or 9 oz. Insulated Beverage Cups (Styrofoam)	$ (____cups per pkg.)
8.5 fl. oz. or 9 oz. Insulated Beverage Cups (Plastic)	$ (____ cups per pkg.)
10 oz. Insulated Beverage Cups (Styrofoam)	$ (____ cups per pkg.)
Adjustable Water Cup Dispensers	$ (____cups per pkg.)

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2016-133-04-27-FAZ

NIGP COMMODITY CODE:

962-94- Water services bottled and bulk delivery (tanker services)

390-91- Drinking water

985-28- Coolers, drinking water, rental or lease

640-50- Paper Products: Cups

640-60- Plastic and Styrofoam products: Cups

BIDDER'S INFORMATION:

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

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

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	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.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

SAMPLE

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 Companys' obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

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

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** ☐ **Distributor** ☐ **Service Organization** ☐ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ ore than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

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

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

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: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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 (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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.

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

Social security number

			–		–				

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).

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

Purpose of Form

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

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.

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

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

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

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

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

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

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

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. 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 will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic 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, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the 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 tax classification in the space provided. If you are an LLC that is treated as a partnership for 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. 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 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 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.

Exempt Payee

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

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

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

The following payees 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, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[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.

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-5, 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, 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 domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 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* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	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*
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. 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 proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID PRICE

OPENED
9:35 4-7-16

Witnessed

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2016-133-04-27-FAZ

VENDOR must enter all required pricing on this form.

N/A

PART- I	
Drinking Water 5 - Gallon Bottles	
Drinking Water	$ 3.25
Spring Water	$ N/A
Distilled Water 1 gallon	$ 3.99 3/pack
16 oz. (24 bottles / per case)	$ ~~5.85~~ N/A
16.9 oz. (24 bottle / per case)	$ 5.85
20 oz. (bottles / per case)	$ N/A

PART- II WATER DISPENSERS		
MONTHLY DISPENSER RENTAL		
Room Temperature	$ 2.00	**Approximate Size:** height 38" width 12" weight 15lbs depth 12"
Cold	$ 2.00	**Approximate Size:** height 38" width 12" weight 15lbs depth 12"
Hot/Cold	$ 3.00	**Approximate Size:** height 38" width 12" weight 15lbs depth 12"

PART III OPTIONAL SUPPLIES		
4 oz. Conical Drinking Cups (Paper)	$ N/A	(cups per pkg.)
4.5 oz. Conical Drinking Cups (Paper)	$ 3.49	(200 cups per pkg.)
8.5 fl. oz. or 9 oz. Insulated Beverage Cups (Styrofoam)	$ 2.25	(25 cups per pkg.)
8.5 fl. oz. or 9 oz. Insulated Beverage Cups (Plastic)	$ 2.99	(25 cups per pkg.)
10 oz. Insulated Beverage Cups (Styrofoam)	$ N/A	(cups per pkg.)
Adjustable Water Cup Dispensers	$ 0 (Dispensers)	(cups per pkg.)

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2016-133-04-27-FAZ

NIGP COMMODITY CODE:

962-94- Water services bottled and bulk delivery (tanker services)

390-91- Drinking water

985-28- Coolers, drinking water, rental or lease

640-50- Paper Products: Cups

640-60- Plastic and Styrofoam products: Cups

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME:	Mountain Glacier LLC
ADDRESS:	109 N. FM 509
CITY/STATE/ZIP CODE:	Harlingen, TX 78550
PHONE & FAX NO.'S:	956-535-2648
CELLULAR PHONE:	956-535-2648
AUTHORIZED SIGNATURE:	
PRINTED NAME:	Johnny Espinoza
TITLE:	Operations Manager
EMAIL:	johnny@mountainglacier.com

EXHIBIT "C"

INSURANCE REQUIREMENTS

Client#: 24995 MOUNT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/04/2016

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

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

PRODUCER Regions Insurance Inc - Kokomo 2701 Albright Rd. Kokomo, IN 46902 800 842-7002	CONTACT NAME: JJ Iovino PHONE (A/C, No, Ext): 800 842-7002 FAX (A/C, No): 855 452-1300 E-MAIL ADDRESS: Tamara.Alexander@Regions.com
INSURED Mountain Glacier LLC 709 Oak Hill Rd. Evansville, IN 47711	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Massachusetts Bay Ins Co — 22306 INSURER B : Hanover Insurance Company — 22292 INSURER C : INRegent Insurance Co — 24449 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	ZDW9641960	08/11/2015	08/11/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	X	X	AWW9641956	08/11/2015	08/11/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $0			UHW9641961	08/11/2015	08/11/2016	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CWC1246165	10/26/2015	10/26/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General liability includes blanket additional insured, additional insured broad form vendors, primary & non contributory and blanket waiver of subrogation all per written contract.

Automobile liability includes blanket waiver of subrogation and blanket additional insured all per written contract.

Form 421-2915 Additional Insured by Contract Agreement or Permit

CERTIFICATE HOLDER

Hidalgo County
ATTN: PURCHASING DEPT 2212 S
Hwy Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MPRAT

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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
Certificate Number:
2016-49490
Date Filed:
05/04/2016
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mountain Glacier LLC
Harlingen, TX United States

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

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.
2016-133
Bottled Water Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Espinoza, Johnny	Harlingen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

NOTARY PUBLIC STATE OF TEXAS
MARIA CRISTINA MARTINEZ
MY COMMISSION EXPIRES
DECEMBER 9, 2017

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Juan Espinoza, this the 6th day of May, 20 16, to certify which, witness my hand and seal of office.

Maria Cristina Martinez — Maria Cristina Martinez — Notary Public

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2016-49490

Date Filed:
05/04/2016

Date Acknowledged:
05/09/2016

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Mountain Glacier LLC
Harlingen, TX United States

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County Of Hidalgo

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2016-133
Bottled Water Services

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Espinoza, Johnny	Harlingen, TX United States	X	

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6 AFFIDAVIT

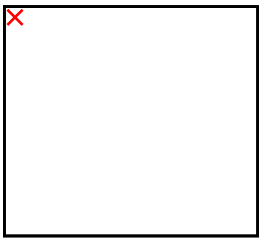
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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



AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 17, 2016
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **County Judge's Office:**

A. AI-54617 South Texas Behavioral Health Center CEO Joe Rodriguez will honor Hidalgo County Sheriff J.E. "Eddie" Guerra during Mental Health Month.

6. **Executive Office:**

A. AI-54456 Update on State Highway 68 project study area by the Texas Department of Transportation

B. AI-54553 **Mailing Services (1100):**
Requesting approval of the following invoices/claims received on 5/3/16; (2015-PO #719706 was liquidated on 3/11/16), with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Vendor	Invoice#	Invoice Date	Amount
Upper Valley Mailing Services, LLC	U13324	5/31/15	$2,322.71
Upper Valley Mailing Services, LLC	14501	10/31/15	$2,330.83

1. AI-54651 Restitution-1124 M Rd (1100):
Approval of 2016 interfund transfer from Pct.4 Rd Maint (007) to the Restitution-1124 M Rd (125) in the amount of $59,951.31 to fund the renovations to the Restitution Center.

Purchasing Department:
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
18.
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-54562 A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furniture, equipment and vehicles as "Surplus" for the purpose of sale through auction (scheduled for 06-09-2016) in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received;

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 06-09-2016 resulted in no bids were received;

C. Requesting authority to publish advertisement for the auction of surplus equipment and vehicles scheduled for 06-09-2016, including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

2. AI-54596 A. Pursuant to the legal notices in the RFB, requesting action from HCCC to "waive" a technicality as it is in the best interest of the County to do so: the receipt of samples from manufacturer for sole participant - Gall, LLC, thus permitting the end user departments the opportunity to examine the product prior to recommending vendor for award;

B. Approval to declare sole vendor, Gall, LLC as the responsible vendor submitting the lowest and most responsible bid for: Bullet Proof Vests, ie:

"Soft Body Armor";

C. Acceptance of the Sole Bid from Gall, LLC for the purpose of award and approval for Request for Bid titled: Hidalgo County-"Bullet Proof Vest (Soft Body Armor)" through project No.: 2016-106-05-04-SGS.

3. AI-54492 Presentation of the sole vendor, Mountain Glacier for the purpose of declaring it as the most responsible, lowest and best bid received [meeting all specifications and / or requirements as detailed in the documentation contained herein] for award and approval of contract for Request for Bid titled: Hidalgo County - "Bottled Water Services" through project No.: 2016-133-04-27-FAZ.

APPROVED

B. **Pct. 1**

1. AI-54631 Requesting approval to process the following Invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

Vendor	Invoice No.	Amount	PO Number
Republic Services	4865-000001058	$9,878.27	738271
Republic Services	4865-000001039	$10,055.73	738271
Republic Services	4865-000001019	$9,094.06	738271
Republic Services	4865-000001095	$6,955.00	738271

C. **Pct. 4**

1. AI-54602 Acceptance and approval of the final construction contract documents for the project: “Off Site Manhole Covers and/with Installation” Pct. No. 4 (award action on 05-10-16 ai # 54541) to Saenz Utility Contractors, LLC, in the amount of $22,303.75 (Contract No. C-16-160-05-10).

2. AI-54643 Requesting authority to advertise (including the authority to re-advertise the project in the event that not bids are received and/or are rejected and project is still required) and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for “Concrete Walking Trail at San Carlos CRC & Sunflower Park”.