



2812 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

June 1, 2018

**Gregg Laznovsky, Sales Manager**  
Thyssenkrupp Elevator Americas  
5449 Bear Lane, Ste. 406  
Corpus Christi, Texas 78405-4124

via email: [gregory.laznovsky@thyssenkrupp.com](mailto:gregory.laznovsky@thyssenkrupp.com)

**Re: HB Form 1295 Required/Renewal/Extension Notice  
C-16-074-05-10-"Maintenance & Repairs for Elevators Located in County Owned Buildings"**

Dear Mr. Laznovsky:

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

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

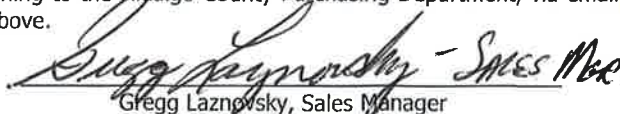
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In **box 3** of **Form 1295**, provide **CONTRACT No. E-18-109-00-00**. 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 notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us) **by no later than Friday, June 8, 2018**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.


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

By:

 **Gregg Laznovsky, Sales Manager** Date: 6-8-18

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

Sincerely,



Martha L. Salazar, CPPB  
Purchasing Director

MLS/rv  
Enclosures



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-367950

Date Filed:  
06/13/2018

Date Acknowledged:

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

thyssenkrupp Elevator Corporation  
Corpus Christi, 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-18-109-00-00  
MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BUILDINGS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
thyssenkrupp Elevator Corporation	Corpus Christi, TX United States	X	

5 Check only if there is NO Interested Party.

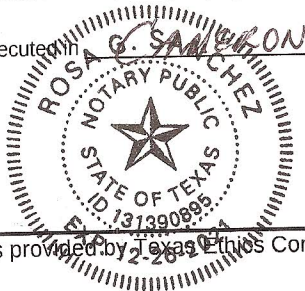
### 6 UNSWORN DECLARATION

My name is GREGORY S. LAZNOVSKY, and my date of birth is 07-11-1957.

My address is 32674 STATE HWY 100, LOS FRESNOS, TX, 78566 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in ROSA G. SANCHEZ County, State of TEXAS, on the 13<sup>th</sup> day of JUNE, 2018.  
(month) (year)



Gregory S. Laznovsky  
Signature of authorized agent of contracting business entity (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
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Certificate Number:  
2018-367950

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07/06/2018

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
thyssenkrupp Elevator Corporation  
Corpus Christi, 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-18-109-00-00  
MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BUILDINGS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	thyssenkrupp Elevator Corporation	Corpus Christi, 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)

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

RECEIVED  
AT 11:00 O'CLOCK A.M.  
MAY 23 2016  
ARTURO GUAJARDO, JR., COUNTY CLERK  
HIDALGO COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

**SERVICE CONTRACT  
C-16-074-05-10**

THIS CONTRACT is made and entered into this 10<sup>th</sup> Day of May, 2016 by and between the COUNTY OF HIDALGO, TEXAS ("County"), Thyssenkrupp Elevator Corporation, a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for "Maintenance & Repairs for Elevators Located in County Owned Buildings", as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibit "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the 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 locations at 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 described in Exhibits A and B within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. 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.

3. This Contract shall be for a period of two years **effective August 15, 2016**, and ending on **August 14, 2018**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process under the same fees, rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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 any action resulting from personal injury and/or property damages against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent 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



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 Buyer 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 Agreement 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 stated 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**COUNTY OF HIDALGO**

**ATTEST:**

Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk



By: Ramon Garcia  
Ramon Garcia, County Judge

COMPANY: thyssenKrupp ELEVATOR AMERICAS

By: Gregory S. Laznovsky

Printed Name: GREGORY S. LAZNOVSKY

Title: SALES MANAGER

APPROVED AS TO FORM:  
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: SLC  
Stephen L. Crain

APPROVED BY  
COMMISSIONERS' COURT  
ON: 5/10/16

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

**EXHIBIT "A"**  
**REQUEST FOR 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

March 28, 2016

thyssenkrupp ELEVATOR AMERICAS  
Participant's name  
5449 BEAR LANE, SUITE 406  
Address  
CORPUS CHRISTI,  
City  
TEXAS 78405-4124  
State, Zip Code

Re: **HIDALGO COUNTY**  
Request for Bids - "Maintenance & Repairs for Elevators Located in County Owned Buildings"  
Bid No: 2016-074-04-13-SMA

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/sma  
Enclosures



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

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**REQUEST FOR BIDS (RFB)**

**HIDALGO COUNTY**

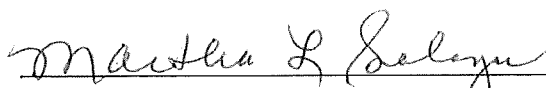
*“Maintenance & Repairs for Elevators Located in County Owned Buildings”*

**RFB NO: 2016-074-04-13-SMA**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>NO. OF PAGES</b>
1.	Request for Bid Letter, consisting of	1
2.	Request for Bid, Revised Legal Notice, consisting of	8
3.	Exhibit--“A”- Specifications, consisting of	8
4.	Exhibit--“B”- Bid Page, consisting of	3
5.	Exhibit--“C” Insurance Requirements, consisting of	4
6.	Exhibit--“D1”, (CIQ) Conflict of Interest Questionnaire, consisting of	2
7.	Exhibit- “D2”, CIS-Conflict of Disclosure Statement, consisting of (Informational purpose only)	2
8.	Vendor/Bidder Application and W-9 Form	6
9.	Certification Regarding Debarment, consisting of	1
10.	Draft Service Contract	8

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

Thank you,

  
\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

\_\_\_\_\_  
March 28, 2016

\_\_\_\_\_  
Date

# **LEGAL NOTICE**

REQUEST FOR BIDS

**Hidalgo County**

*“Maintenance & Repairs for Elevators Located in County Owned Buildings”*

**RFB NO: 2016-074-04-13-SMA**

Bid No: 2016-074-04-13-SMA	Buyer : Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865
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# REQUEST FOR BIDS

## HIDALGO COUNTY

*“Maintenance & Repairs for Elevators Located in County Owned Buildings”*

**BID OPENING DATE: April 13, 2016 @9:30 a.m.**

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



- 1) Sealed bids will be received for Hidalgo County-“Maintenance & Repairs for Elevators Located in County Owned Buildings” 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.: 2016-074-04-13-SMA-Hidalgo County- Maintenance & Repairs for Elevators Located in County Owned Buildings”, 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 13, 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 RFB No.: 2016-074-04-13-SMA-Hidalgo County- “Maintenance & Repairs for Elevators Located in County Owned Buildings”.**

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) Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
- 5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
- 6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
- 7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
- 9) Any interpretations, amendments, corrections or changes to this bid document must be in a written

addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

- 10) County reserves the right to accept or reject any or all Bids.
- 11) Costs are to be net F.O.B., County Prepaid.
- 12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
- 13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS FOR GOOD AND SERVICES:**

- 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:
  - 1) Name and address of successful bidder
  - 2) Name and address of receiving department or official
  - 3) Purchase Order Number (if any)
  - 4) Notation- "Hidalgo County -"Maintenance & Repairs for Elevators Located in County Owned Buildings"
  - 5) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - 6) 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.	<u>April 13, 2016</u>
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

18) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (IF APPLICABLE):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) **ETHICAL STANDARDS:**

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

**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-1, 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. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. (WHEN APPLICABLE BY STATUTE). 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. (2016-074), 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: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@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.**

**FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2"). This is to inform all prospective Vendors of the new statute (HB 23), becoming effective on September 01, 2015.**

**FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY. Should you have any questions regarding HB23, (form CIS) please direct yourself and/or consult with your Legal Counsel.**

- 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 this information may result in rejection of the RFB as nonconforming.

Bid  
for  
**HIDALGO COUNTY**  
*"Maintenance & Repairs for Elevators Located in County Owned Buildings"*

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: thyssenkrupp ELEVATORS AMERICAS  
Address: 5449 BEAR LANE, SUITE 406 - CORPUS CHRISTI, TX 78405-4124  
By: Gregory S. Laznovsky  
Printed Name: GREGORY S. LAZNOVSKY  
Title: SALES MANAGER

**EXHIBIT-“A”**

**SPECIFICATIONS/REQUIREMENTS**

**REQUEST FOR BIDS**

**Hidalgo County**

*“Maintenance & Repairs for Elevators Located in County Owned Buildings”*

**RFB NO: 2016-074-04-13-SMA**

**EXHIBIT "A"**  
**Specifications/Requirement**  
**HIDALGO COUNTY**  
***"MAINTENANCE & REPAIRS for ELEVATORS located In COUNTY OWNED BLDGS"***  
**BID NO.:2016-074-04-13-SMA**

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Hidalgo County is seeking a contract for full service to maintain and repair elevators. Vendor(s) must maintain full operation, inspection, testing, certification, maintenance, and repair program which will provide reliable elevator services for the County elevators in full compliance with State of Texas Elevator Inspection Act and with ASME A17.1 (American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.1).

**SCOPE OF SERVICES:**

Vendor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Vendor. Mechanics shall be qualified to maintain elevators and related equipment in compliance with State requirements (passing State inspections) and in proper operating condition at all times, making necessary repairs, adjustments, and performance of preventive maintenance.

**APPLICABLE STANDARDS:**

Contractor shall perform all testing, inspection, repair, removal and installation in a safe manner and in accordance with applicable laws and regulations, In addition to all Building Codes and State Standards.

**GENERAL PROVISIONS**

This is a firm fixed-price, fixed quantity contract calling for delivery of the products or services at the stated prices submitted by the Bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

***CHANGES:*** Hidalgo County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- a) Description of services to be performed.
- b) Time of performance (i.e. hours of day, days of week, etc.)
- c) Place of performance of the services.
- d) Correction of errors of a general administrative nature or other mistakes, the Correction of which does to affect the scope of the contract, or does not result in expense to the Vendor.

**SITE VISIT:**

Bidders must examine elevators, prior to submitting bid. Bidder shall not be relieved of responsibility for properly estimating, cost of service required or condition of existing equipment because of his failure to investing and inspect the equipment, because of his failure to investigate and inspect the elevators. The visit must be coordinated in advance with **Mr. Daniel Flores, Director**, Hidalgo County Facilities Management at (956)289-7855 ext 4355.

**EXHIBIT "A"**  
**Specifications/Requirement**  
**HIDALGO COUNTY**  
**"MAINTENANCE & REPAIRS for ELEVATORS located In COUNTY OWNED BLDGS"**  
**BID NO.:2016-074-04-13-SMA**

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**LOCATIONS:** Elevators to be serviced, including but not limited to:

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**HIDALGO COUNTY COURTHOUSE (HSO Sub-station)**  
**100 N. Closner**  
**Edinburg, TX 78539**

- **4--Elevators:** At the Hidalgo County Courthouse
    - ❖ (2) Main lobby west side (**cable-electric type-5 floors**)
      - Elevator # 1 left
      - Elevator # 2 right
    - ❖ (2) Are located on the northeast side and are (**hydro-electric types-3 floors**)
      - Elevator # 3 left
      - Elevator # 4 right
- 

**HIDALGO COUNTY CLERK WAREHOUSE**  
**317 N. Closner**  
**Edinburg, Texas 78539**

- **1-- ELEVATOR**
    - (1) elevator at the County Clerks Warehouse (**hydro-electric type-2 floors**)
- 

**Delta Building Warehouse**  
**3100 S. Business Hwy 281**  
**Edinburg, Texas 78539**

- **2 --ELEVATOR**
    - ❖ (2) Store freight elevator (2 floors)
      - Elevator # 1 North, Two story Freight Elevator, No Passengers
      - Elevator # 2 South, Two story Freight Elevator, No Passengers
- 

**HIDALGO COUNTY ADMINISTRATION BUILDING**  
**100 E. Cano**  
**Edinburg, Texas 78539**

- **4-- ELEVATORS:**  
At the Hidalgo County Old Administration Building
  - (2) Main lobby/Atrium (hydro-electric- 5 floors)
    - Elevator # 1 left
    - Elevator # 2 right
  - (1) County Judge Office on the North Side Atrium-(small hydro-electric-2 floors)
    - Elevator # 3
  - (1) Elevator on the South Side, across the hall from County Judges Office (small, hydro-electric- 2 floors).
    - Elevator # 4

**POINT OF CONTACT (POC):** *Mr. Daniel Flores, Facilities Management--Office 956-289-7858 x4355, Cell 956-292-3653*

**EXHIBIT "A"**  
**Specifications/Requirement**  
**HIDALGO COUNTY**  
***"MAINTENANCE & REPAIRS for ELEVATORS located In COUNTY OWNED BLDGS"***  
**BID NO.:2016-074-04-13-SMA**

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**REQUIREMENTS:**

1. During the term of this contract, and upon expiration of any free service agreements (warranties) for elevators identified and detailed herein, the vendor will provide a price on the Bid Page contained in this Procurement Packet for set this project.
2. Hidalgo County reserves the right not to pay any monthly fees on any of the elevators while the any modernization is being conducted.
3. Hidalgo County will only pay for elevator repairs and maintenance services which are being serviced during the term of the contract.
4. Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement.

**EQUIPMENT:**

The following is a list of equipment to be serviced.

**A.) HYDRAULIC ELEVATORS:**

Power Unit, pump motor and controller, valves, including relief valve, pilot, lowering, leveling and check valve, or any parts thereof, V-Belts, strainers, springs and gaskets, control relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cables and components for the entire operating circuit, plunger, guide bearings, packing and packing gland, guide rails and guide shoes.

➤ **REPLACEMENT PARTS:**

Vendor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph (A) Hydraulic Elevators as follows:

- 1) Worn, broken or inoperable parts or components shall be repaired or replaced with new parts, components or devices.
- 2) Parts shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent.

Vendor shall provide all lubricants, which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Vendor shall make repairs, adjustments, or elevators at all times, and perform those services, which may be required before the next scheduled inspection.

**EXHIBIT "A"**  
**Specifications/Requirement**  
**HIDALGO COUNTY**  
***"MAINTENANCE & REPAIRS for ELEVATORS located In COUNTY OWNED BLDGS"***  
**BID NO.:2016-074-04-13-SMA**

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**B.) ELECTRIC ELEVATORS:**

Machine, motor, generator and controller parts including work gears, thrusts, bearings, brake magnet coils or brake motors, brake magnet coils or brake coils contacts, resistance for operating and motor circuits, magnet frames and other moving parts, shall be inspected, adjusted, or repaired and maintained in proper operating condition.

- 1) Vendor shall replace all wire ropes, equalize tension all hoisting ropes, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Vendor shall replace shoe gibs or guide rollers if necessary to insure smooth and quiet operation and where roller guides are used, to keep guide rails properly lubricated. Vendor shall also make periodic examination of all safety devices and governors and make customary annual safety tests.
- 2) Vendor shall conduct an inspection of all elevators covered by this contract within ten (10) days after Notice of Award to insure safe operation. Elevators found to be unsafe shall be reported immediately, in writing, to the Attention of Hidalgo County Facilities Management Director Mr. Daniel Flores, stating the nature of the unsafe condition and recommended corrective action necessary.

**EXCLUDED ITEMS:**

Vendor shall not be held responsible for refinishing, repairing, or replacement of car enclosures, car doors, hoist way enclosures, hoist way door panels, frames and sills, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls, or parts damages through abuse, misuse, or negligence by county employees or others using elevators as a public conveyance and vandalism.

**MAINTENANCE PROCEDURES AND RECORDS:**

Vendor shall employ a systematic schedule of inspection and service based on calendar periods, operating hours, manufacturer's recommendations, and/or good commercial practice. A minimum of one (1) inspection per month for each elevator shall be made for all elevators.

- a) A record of each inspection, repair, or service shall be maintained showing as a minimum, date of service, technician's name, detail of service performed, equipment repaired or serviced, and signature of the Director, Hidalgo County Facilities Management, or his/her representative. Vendor shall submit the original service records to the Director, Hidalgo County Facilities Management, at the end of each month. Clearly written maintenance logs for each unit serviced shall be kept in the appropriate machine rooms, and dated monthly as per inspection. Perform annual or five (5) year no-load safety test as required by American National Standards Industry using ANSI/ASME-A17.1.1987 Code and Section 1002 & 1004.
- b) Safety test must be completed at least one month prior to, but not more than two months, prior to expiration date.

**EXHIBIT "A"**  
**Specifications/Requirement**  
**HIDALGO COUNTY**  
**"MAINTENANCE & REPAIRS for ELEVATORS located In COUNTY OWNED BLDGS"**  
**BID NO.:2016-074-04-13-SMA**

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**SERVICE CALLS:**

Vendor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:

- a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day basis, everyday, including weekends and holidays.
- b) Vendor shall provide a current list of individuals responsible for providing service to Director, Hidalgo County Facilities Management. List will include name, telephone number, and date when list was issued. The list will be updated as required. Automatic telephone answering or recording device numbers are not acceptable.
- c) In addition to the name and number of technician provided, one additional telephone number of someone within the company management structure shall also be given. This additional number is not be used unless there has been no response to service calls within two (2) hours.
- d) Service calls may only be made by those individuals identified in writing, a copy of such listing to be provided to the Vendor within ten (10) days by the Director, Hidalgo County Facilities Management.
- e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individual's phone number must be included in the list submitted above in the event of emergencies.

**EMERGENCY CALLS:**

Emergency calls shall be limited to situations in which people are trapped in a non-working elevator or which involve safety hazards to human life and/or damage to property. Such situations, as determined by the Director, Hidalgo County Facilities Management or a designated representative, shall require **IMMEDIATE** response.

- a) Vendor will provide the county with seven day per week (Monday-Sunday), twenty-four (24) hour per day emergency service as defined above. Need to have response from elevator tech. on Emergency situations.
- b) Vendor shall provide **immediate** response and have a technician on-site without delay.
- c) In the event Vendor fails to respond in an appropriate or timely manner, the Director, Hidalgo County Facilities Management, shall be free to take whatever action is necessary to protect life or property. Any costs or damage associated with such action shall be the responsibility of the vendor at the vendor's expense.
- d) At the request of the Director, Hidalgo County Facilities Management, vendor shall provide appropriate emergency training to Hidalgo County employees.

**EXHIBIT "A"**  
**Specifications/Requirement**  
**HIDALGO COUNTY**  
***"MAINTENANCE & REPAIRS for ELEVATORS located In COUNTY OWNED BLDGS"***  
**BID NO.:2016-074-04-13-SMA**

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**ACCESS TO BUILDING:**

Vendor and designated representative of Hidalgo County Facilities Management, Mr. Daniel Flores Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience to all concerned.

**PROTECTION OF PROPERTY AND PREMISES:**

Vendor shall use the same care and protection of all equipment and facilities covered by this contract, which any reasonable person would apply to his own property. Waste or damage costs as determined by Hidalgo County shall be paid by the Vendor.

**MECHANIC QUALIFICATIONS:**

Only mechanics trained on one or more of the following types of elevator systems may be used in the performance of this contract:

- Hydro-Electric Traction
- Cable Traction
- Traction Geared
- Gear less

Training for all employees must include conventional relay control or solid state controls.

- a) Bidder shall provide with his bid, copies of mechanics' certification or evidence of training, a sworn statement signed by the bidder outlining each school, course, training, and/or experience completed by every mechanic who will perform services under this contract.
- b) Hidalgo County reserves the right to direct the Vendor to remove or replace any employee for just cause.
- c) In addition to other evaluation factors, the qualifications of vendor employees used in the performance of this contract will be considered.

**INSPECTION AND ACCEPTANCE:**

The County of Hidalgo is hereby designated to participate in the administration of this contract to insure Vendor's compliance with its technical requirements, including inspection and acceptance of the services for the County at the performance site. Elevators must be maintained in compliance with State requirements and pass any, and all, State inspections.

**EXHIBIT "A"**  
**Specifications/Requirement**  
**HIDALGO COUNTY**  
***"MAINTENANCE & REPAIRS for ELEVATORS located In COUNTY OWNED BLDGS"***  
**BID NO.:2016-074-04-13-SMA**

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**SUBCONTRACTING:**

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Facilities Management Department. When requesting consent from Hidalgo County Facilities Management Department the retention of a subcontractor to perform services hereunder, the successful bidder must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor or the successful vendor have obtained the required insurance coverage's and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

**RESPONSIBILITY OF VENDOR:**

- a) The vendor awarded the contract shall present evidence that vendor possesses all necessary and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage's and policies as required by Hidalgo County Facilities Management Department. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.
- b) Interested vendors must have the capabilities to address tow or more repairs (jobs) at one time.

**NEW SITES:**

The contract will not automatically entitle vendors to any installation rights for any new buildings, which may be acquired during the contract term.

**TERM & CONDITIONS:**

- 1) Term of contract is for two (2) year period with County's option to renew contract for additional one (1) year term under the same rates and conditions.
- 2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.
- 3) Hidalgo County reserves the right to award the bid to **MULTIPLE** bidders if the County determines it is in its best interest to do so.
- 4) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- 5) Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to Exhibit "C" attached.
- 6) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

**EXHIBIT "A"**  
**Specifications/Requirement**  
**HIDALGO COUNTY**  
***"MAINTENANCE & REPAIRS for ELEVATORS located In COUNTY OWNED BLDGS"***  
**BID NO.:2016-074-04-13-SMA**

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- 7) Bid award will be made to the lowest responsible bidder meeting all specifications and/or requirements.
  
- 8) Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions including but not limited to; renovations/modernizations of the Buildings.

**ADDITIONAL INFORMATION:**

- 1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
  
- 2) Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and/or all questions, inquiries and clarifications regarding the RFB should be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**RFB QUESTIONS AND ANSWERS:**

- 3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) BY NO LATER THAN, **Wednesday, APRIL 6, 2016 @ 5:00 P.M.** Responses to said inquiries will be sent to all participating vendors via email by no later than **5:00 P.M. Friday, APRIL 8, 2016.**

# **EXHIBIT-“B”**

**BID PAGE**

**REQUEST FOR BIDS**

**Hidalgo County**

*“Maintenance & Repairs for Elevators Located in County Owned Buildings”*

**RFB NO: 2016-074-04-13-SMA**

**EXHIBIT "B"**

Bid Page

HIDALGO COUNTY

*"Maintenance & Repairs For Elevators Located In County Owned Bldgs"*

BID No.: 2016-074 04-13-SMA

Bidder shall provide all labor, materials, equipment and supplies to provide full service maintenance, on a monthly basis, for all elevators listed below at the following fixed prices in accordance with specifications and terms and conditions identified in Exhibit A-specifications.

<b>HIDALGO COUNTY COURTHOUSE</b> <b>100 N CLOSNER (HSO SUB-STATION)</b> <b>EDINBURG, TX</b> <b>(4--- Elevators)</b>		
<b>LOCATION/SITES OF ELEVATORS</b>	<b>Cable-Electric or Hydro-Electric</b>	<b>MAINTENANCE Monthly Rate per unit</b>
1) Main Lobby west side	cable-electric	\$ 450
2) Main Lobby east side	cable-electric	\$ 450
3) Northeast side	hydro-electric	\$ 325
4) Northeast side	hydro-electric	\$ 325
<b>HIDALGO COUNTY CLERK WAREHOUSE</b> <b>317 N. Closner</b> <b>EDINBURG, TX</b> <b>1-- Elevator</b>		
1) Cty Clerks Warehouse	hydro-electric	\$ 300
<b>HIDALGO COUNTY-DELTA BUILDING WAREHOUSE</b> <b>3100 S. Business Hwy 281</b> <b>Edinburg, TX</b> <b>2 --Elevators</b>		
1) Elevator left-North 2 story freight elevator-No Passenger	hydro-electric	\$ 325
2) Elevator right--South, 2 story freight elevator-No Passenger	hydro-electric	\$ 325
<b>HIDALGO COUNTY-ADMINISTRATION BUILDING</b> <b>100 E Cano</b> <b>Edinburg, Tx</b> <b>4--Elevators</b>		
1) Main Lobby/Atrium	hydro-electric	\$ 325

**EXHIBIT "B"**

Bid Page

HIDALGO COUNTY

**"Maintenance & Repairs For Elevators Located In County Owned Bldgs"**

BID No.: 2016-074 04-13-SMA

2) Main Lobby/Atrium	hydro-electric	\$ 325
3) County Judge Office -- North Side	small hydro-electric	\$ 300
4) On the South Side	small hydro-electric	\$ 300
	<b>HYDRO</b>	<b>CABLE</b>
<b>TOTAL MONTHLY COST</b>	\$ 2,850 <sup>00</sup> / <sub>100</sub>	\$ 900 <sup>00</sup> / <sub>100</sub>

<b>SERVICE CALLS</b>	
NORMAL HRS -8 AM-5 PM	\$ No ADDITIONAL COST
After hours, Nights, weekends & Holiday	\$ No ADDITIONAL COST
Emergency Calls	\$ No ADDITIONAL COST

**Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).**

	<b>NAMED TRAINED MECHANICS</b>	<b>NO. OF YEARS</b>	<b>TYPE OF TRAINING/SOURCE</b>
1	ROY RANGEL	34	IUEC (INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS) NEIEP (NATIONAL ELEV. INDUSTRY EDUCATIONAL PROGRAM)
2	MARK CASTRO	21	IUEC / NEIEP
3	TONY MARSH	15	IUEC / NEIEP
4	ROGER SALINAS	17	IUEC / NEIEP
5	DON PRESCOTT	35	IUEC / NEIEP

**EXHIBIT "B"**

Bid Page

HIDALGO COUNTY

**"Maintenance & Repairs For Elevators Located In County Owned Bldgs"**

**BID No.: 2016-074 04-13-SMA**

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**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: thyssenkrupp ELEVATORS AMERICAS  
ADDRESS: 5449 BEAR LANE, SUITE 406  
CITY/STATE/ZIP CODE: CORPUS CHRISTI, TX 78405-4124  
PHONE & FAX NO'S: (361)299-0033 or (800)364-9023 OFFICE, (866)228-5758 FAX  
CELLULAR NO: (956) 592-0210 CELL  
E-MAIL ADDRESS: gregory.laznovsky@thyssenkrupp.com  
AUTHORIZED SIGNATURE: Gregory S. Laznovsky  
PRINTED NAME: GREGORY S. LAZNOVSKY  
TITLE: SALES MANAGER

**EXHIBIT-“C”**

**INSURANCE REQUIREMENTS**

**REQUEST FOR BIDS**

**Hidalgo County**

*“Maintenance & Repairs for Elevators Located in County Owned Buildings”*

**RFB NO: 2016-074-04-13-SMA**

## EXHIBIT "C"

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

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

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

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

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

Revised 03/11/11

# EXHIBIT "C"

## Insurance Requirements

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>			DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
<b>INSURERS AFFORDING COVERAGE</b>					
INSURED	INSURER A:				
	INSURER B:				
	INSURER C:				
	INSURER D:				
	INSURER E:				
<b>COVERAGES</b>					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA ACCIDENT \$
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC AGG \$	
C	<input type="checkbox"/> GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	<input type="checkbox"/> DEDUCTIBLE				\$
D	<input type="checkbox"/> RETENTION \$				\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> 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 <b>30</b> 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	



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
10/29/2014

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 Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 CHICAGO, IL 60606	CONTACT NAME: Willis of Illinois, Inc.	
	PHONE (A/C No.Ext): 312-288-7489	FAX (A/C No.Ext): 312-621-6866
INSURED THYSSENKRUPP ELEVATOR CORPORATION	E-MAIL ADDRESS: tke.certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HDI-Gerling America Insurance Company	NAIC # 41343
	INSURER B: ACE American Insurance Company	22667
	INSURER C: Indemnity Insurance Company of NA	43575
	INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 783175

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLD12574-01	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS -COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISAH08828052	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLCRC48017630 (AOS) WLCRC48017629 (CA,MA)	10/01/2014 10/01/2014	10/01/2015 10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Division Number: 106250 - Named Insured Includes: ThyssenKrupp Elevator Corporation - Address: 5449 Bear Lane Suite 406 Corpus Christi, TX 78405  
Project Number: 0771X1785-87, 01869-01771 - Project Name: COUNTY OF HIDALGO - Project Type (s): Elevator Maintenance

**CERTIFICATE HOLDER****CANCELLATION**

HIDALGO COUNTY 100 E. CANO EDINBURG, TX 78539 United States	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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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		THYSSENKRUPP ELEVATOR CORPORATION	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

#### COUNTY OF HIDALGO

The Additional Insured(s) listed above is/are added as Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.

**EXHIBIT "C"**  
**Insurance Requirements**  
**Acknowledgment**

I, GREGORY S. LAZNOVSKY, authorized representative for thyssenkrupp ELEV. AMERICAS  
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.

Gregory S. Laznovsky  
Authorized Representative

7/11/16  
Date

**NOTICE TO BIDDER:**

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

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

**THIS FORM MUST ACCOMPANY BID PACKET**

**EXHIBIT "C"**  
**Insurance Requirements**  
**PROJECT REQUIREMENTS**  
**ACKNOWLEDGMENT**

This is to certify that I, Gregory S. Seymour, possess all of the APPLICABLE:

1. Licenses: AS NEEDED
2. Bond (if applicable) AS NEEDED
3. Certificates: AS NEEDED
4. Permits: AS NEEDED
5. Other: TCPN VENDOR # R150801

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

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

Gregory S. Seymour  
Authorized Signature

7-11-16  
Date

thyssenKrupp ELEVATOR AMERICAS  
Company

5449 BEAR LANE, SUITE 406  
Address

CORPUS CHRISTI, TX 78405-4124  
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

**EXHIBIT-“D-1”**

**CIQ FORM  
CONFLICT OF INTEREST QUESTIONNAIRE**

**REQUEST FOR BIDS**

**Hidalgo County**

*“Maintenance & Repairs for Elevators Located in County Owned Buildings”*

**RFB NO: 2016-074-04-13-SMA**

N/A

**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.

N/A

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.

N/A

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 N/A  
Signature of vendor doing business with the governmental entity

N/A  
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.

# **EXHIBIT-“D-2”**

**CIS FORM  
CONFLICTS OF DISCLOSURE STATEMENT**  
(Informational purpose only)

**Hidalgo County**

*“Maintenance & Repairs for Elevators Located in County Owned Buildings”*

**RFB NO: 2016-074-04-13-SMA**

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filling this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

### OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

N/A

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

N/A

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.

N/A

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted N/A Description of Gift N/A

Date Gift Accepted N/A Description of Gift N/A

Date Gift Accepted N/A Description of Gift N/A

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

N/A

Signature of Local Government Officer

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

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in Item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

(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:

- a contract between the local governmental entity and vendor has been executed; or
- the local governmental entity is considering entering into a contract with the vendor.

**VENDOR'S APPLICATION**  
**&**  
**W-9 FORM**

REQUEST FOR BIDS

**Hidalgo County**

*“Maintenance & Repairs for Elevators Located in County Owned Buildings”*

**RFB NO: 2016-074-04-13-SMA**



# 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 e-mail: [purchasing@co.hidalgo.tx.us](mailto:purchasing@co.hidalgo.tx.us)

Company Name: <u>thyssenkrupp ELEVATOR AMERICAS</u> Telephone No. <u>(361) 299-0033 OR (800) 364-9023</u>	
dba Name: <u>thyssenkrupp ELEVATOR AMERICAS</u>	
Legal Name: <u>thyssenkrupp ELEVATOR AMERICAS</u>	
Mailing Address: <u>5449 BEAR LN., STE 406</u> Fax No. <u>(806) 228-5158</u>	
Physical Address: <u>5449 BEAR LN., STE 406</u>	
City, State, Zip <u>CORPUS CHRISTI, TX 78405-4124</u> Tax I.D. No. <u>02-1211267</u>	
Remit to Address: <u>5449 BEAR LN., STE. 406</u> City, State, Zip <u>CORPUS CHRISTI, TX 78405-4124</u>	
E-Mail Address: <u>gregory.laznovsky@thyssenkrupp.com</u>	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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: <u>DELAWARE</u> Date: <u>1984</u> Other:	
Type of Business (check one): <input checked="" type="checkbox"/> Manufacturer <input checked="" type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker Distributor <input checked="" type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>CONSTRUCTION, MODERNIZATION, REPAIR</u>	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>GREGORY S. LAZNOVSKY - SALES MGR. / RON E. GRIFFIN - BRANCH MGR</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American
<input type="checkbox"/> More than 500,000 annual gross receipt	<input type="checkbox"/> Native American
	<input type="checkbox"/> Women
	<input type="checkbox"/> Other
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> 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?: <input type="checkbox"/> Yes <input type="checkbox"/> 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.: _____	

(RETURN THIS PAGE WITH BID RESPONSE)

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

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

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

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

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

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_

Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  other

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_

Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  other

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_

Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  other

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be performed: \_\_\_\_\_

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(RETURN THIS PAGE WITH BID RESPONSE)

**Request for Taxpayer  
Identification Number and Certification**

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

Name (as shown on your income tax return)  
**thyssenkrupp ELEVATOR AMERICAS**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 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) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**5449 BEAR LANE, SUITE 406**

City, state, and ZIP code  
**CORPUS CHRISTI, TX 78405-4124**

Requester's name and address (optional)

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 because you have failed to report all interest and dividends on your tax return. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

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**Employer identification number**

6	2	-	1	2	1	1	2	6	7
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶ *Sugary S. Lipnowsky*    Date ▶ **7-11-16**

**General Instructions**

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

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

**Purpose of Form**

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, partnership, C corporation, S corporation, trust/estate).

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

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

## Exemptions

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

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and Its Instructions.

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

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

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

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

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://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](http://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](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

**Part II. Certification**

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

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more Individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "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.

<sup>4</sup> 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](mailto: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 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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

**CERTIFICATION REGARDING**  
**DEBARMENT**

REQUEST FOR BIDS

**Hidalgo County**

*“Maintenance & Repairs for Elevators Located in County Owned Buildings”*

**RFB NO: 2016-074-04-13-SMA**

**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: Gregory S. Laznovsky  
Print Name: GREGORY S. LAZNOVSKY  
Title: SALES MGR.  
Telephone Number: (956) 592-0210 CELL  
Date: 7-11-16

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**EXHIBIT "B"**  
**VENDOR'S BID**

**EXHIBIT "B"**

Bid Page  
HIDALGO COUNTY

OPENED

9:30 4-13-16

**"Maintenance & Repairs For Elevators Located In County Owned Bldgs"**

BID No.: 2016-074 04-13-SMA

Witnessed

Bidder shall provide all labor, materials, equipment and supplies to provide full service maintenance, on a monthly basis, for all elevators listed below at the following fixed prices in accordance with specifications and terms and conditions identified in Exhibit A-specifications.

MD

<b>HIDALGO COUNTY COURTHOUSE</b> <b>100 N CLOSNER (HSO SUB-STATION)</b> <b>EDINBURG, TX</b> <b>(4--- Elevators)</b>		
LOCATION/SITES OF ELEVATORS	Cable-Electric or Hydro-Electric	MAINTENANCE Monthly Rate per unit
1) Main Lobby west side	cable-electric	\$ 450
2) Main Lobby east side	cable-electric	\$ 450
3) Northeast side	hydro-electric	\$ 325
4) Northeast side	hydro-electric	\$ 325
<b>HIDALGO COUNTY CLERK WAREHOUSE</b> <b>317 N. Closner</b> <b>EDINBURG, TX</b> <b>1-- Elevator</b>		
1) Cty Clerks Warehouse	hydro-electric	\$ 300
<b>HIDALGO COUNTY-DELTA BUILDING WAREHOUSE</b> <b>3100 S. Business Hwy 281</b> <b>Edinburg, TX</b> <b>2 --Elevators</b>		
1) Elevator left-North 2 story freight elevator-No Passenger	hydro-electric	\$ 325
2) Elevator right--South, 2 story freight elevator-No Passenger	hydro-electric	\$ 325
<b>HIDALGO COUNTY-ADMINISTRATION BUILDING</b> <b>100 E Cano</b> <b>Edinburg, Tx</b> <b>4--Elevators</b>		
1) Main Lobby/Atrium	hydro-electric	\$ 325

OPENED

9:30 4-13-16

**EXHIBIT "B"**

Bid Page  
HIDALGO COUNTY

"Maintenance & Repairs For Elevators Located In County Owned Bldgs"

BID No.: 2016-074 04-13-SMA

2) Main Lobby/Atrium	hydro-electric	\$ 325
3) County Judge Office -- North Side	small hydro-electric	\$ 300 <i>UN</i>
4) On the South Side	small hydro-electric	\$ 300
TOTAL MONTHLY COST	HYDRO	CABLE
	\$ 2,850 <sup>00</sup> / <sub>XX</sub>	\$ 900 <sup>00</sup> / <sub>XX</sub>

SERVICE CALLS	
NORMAL HRS -8 AM-5 PM	\$ No ADDITIONAL COST
After hours, Nights, weekends & Holiday	\$ No ADDITIONAL COST
Emergency Calls	\$ No ADDITIONAL COST

Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).

NAMED TRAINED MECHANICS		NO. OF YEARS	TYPE OF TRAINING/SOURCE
1	ROY RANGEL	34	IUEC (INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS) NEIEP (NATIONAL ELEV. INDUSTRY EDUCATIONAL PROGRAM)
2	MARK CASTRO	21	IUEC / NEIEP
3	TONY MARSH	15	IUEC / NEIEP
4	ROGER SALINAS	17	IUEC / NEIEP
5	DON PRESCOTT	35	IUEC / NEIEP

**EXHIBIT "B"**

Bid Page

HIDALGO COUNTY

***"Maintenance & Repairs For Elevators Located In County Owned Bldgs"***

**BID No.: 2016-074 04-13-SMA**

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**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: THYSSENKRUPP ELEVATOR AMERICAS  
ADDRESS: 5449 BEAR LANE, SUITE 406  
CITY/STATE/ZIP CODE: CORPUS CHRISTI, TX 78405-4124  
PHONE & FAX NO'S: (361) 299-0033 OR (800) 364-9023 OFFICE  
CELLULAR NO: (866) 228-5158 FAX (956) 592-0210 CELL  
E-MAIL ADDRESS: gregory.laznovsky@thyssenkrupp.com  
AUTHORIZED SIGNATURE: *Gregg Laznovsky*  
PRINTED NAME: GREGG LAZNOVSKY  
TITLE: SALES MANAGER

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**



**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-50502

Date Filed:  
05/05/2016

Date Acknowledged:

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

thyssenkrupp Elevator Corporation  
Kennesaw, GA United States

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

Hidalgo County

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

C-16-074-0510  
elevator maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
thyssenkrupp Elevator Americas Corp	Kennesaw, GA 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.



*Lisa L. McLaughlin Little*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said Lisa L. McLaughlin Little Contract Analyst, this the 5<sup>th</sup> day of MAY, 2016, to certify which, witness my hand and seal of office.

*Beth E. Cummings*  
Signature of officer administering oath

Beth E. Cummings  
Printed name of officer administering oath

Contract Analyst  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2016-50502

Date Filed:  
 05/05/2016

Date Acknowledged:  
 05/05/2016

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

thyssenkrupp Elevator Corporation  
 Kennesaw, GA United States

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

Hidalgo County

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

C-16-074-0510  
 elevator maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
thyssenkrupp Elevator Americas Corp	Kennesaw, GA 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

May 10, 2016



AGENDA  
CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT  
MEETING  
May 10, 2016  
9:30 A.M.

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

1. Roll Call

All members of the court were in attendance.

2. Pledge of Allegiance

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. Prayer

Mr. Domingo Villarreal led the courtroom in Prayer.

Judge Garcia requested the a moment of silence in honor and memory of the Sheriff Deputies who have fallen in the line of duty.

In Regards to the recently released property values, Judge Ramon Garcia took time to explained to the public that the Appraisal District is not part of Hidalgo County Government. The judge stated that the Hidalgo County Appraisal Districts is its own entity, created by the Texas Controller of Public Accounts. Any homeowners who may have concerns regarding the appraise value of their homes should contact the Hidalgo County Appraisal District. The County of Hidalgo has no authority over the county appraisal district, as it is not part of county government.

4. Approval of Consent Agenda

The court move to approved the consent agenda for the exception of Items.2.X.,2.CC., 8.A.,10.B., 10.O., & 10.DD. to be pulled for discussion.

5. County Judge's Office:

- A. AI-54514 Recognizing the heroic actions of Abel and Robert Perez. The father and son team rescued two teenagers from drowning at South Padre Island on Saturday, April 30, 2016.

Judge Garcia and the entire Commissioners Court acknowledged the heroic family duo, father and son who saved two teenagers from drowning at South Padre Island.

Mr. Abel Perez and his son Mr. Robert Perez thanked Commissioners Court for the recognition.

*Court took no action on this item.*

- B. AI-54238 Proclamation declaring May 2016 as Mental Health Month in Hidalgo County.

Tropical Texas Behavioral Health Center representativeness Ms. Monica Rodríguez and Mr. Hilde Brando Mireles accepted the proclamation.

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

Vote: 5 - 0 - Unanimously

- C. AI-54510 Proclamation in honor of National Hospital Week, May 8 through May 14, 2016.

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

Vote: 5 - 0 - Unanimously

Transplant Administrator Ms. Laura Disque thanked the court for the proclamation.

May 10, 2016

E. Budget Appropriations:

1. AI-54445 Supplemental Court Guardianship (1250):  
Approval of 2016 appropriation of funds in the amount of \$50,000.00 to fund legal services.  
  
Commissioner Flores stepped away from the meeting.  
  
On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.  
  
Vote: 3 - 0 – Unanimously
2. AI-54388 Pct 4 Russell - M17 1/2(Canal-Ware) (1200):  
Approval of 2016 appropriation of funds from the R&B unreserved fund balance in the amount of \$345,881.00 to fund Pct 4 Russell Road Project.  
  
On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.  
  
Vote: 4 - 0 – Unanimously

F. Interfund transfers:

1. AI-54481 COPS Retention (1284):  
Approval of 2016 interfund transfer from Sheriff's Office (1100) to COPS Retention (1284) in the amount of \$1,284.56 to fund a deficit in salary and fringe benefits.  
  
On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.  
  
Vote: 3 - 0 – Unanimously

21. 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.  
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-54459 Presentation of sole lowest responsible bid received [meeting all specifications and/or requirements] for the purpose of award and approval of contract document for project titled: Hidalgo County- "Maintenance & Repairs for Elevators Located in County Owned Buildings:" through RFB No.: 2016-074-05-10-SMA.  
  
Mrs. Salazar stated that Buildings & Grounds Facility Management agrees to select Thyssenkrupp Elevator Corporation.  
  
On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.  
  
Vote: 3 - 0 – Unanimously
2. AI-54477 A. Requesting acceptance and approval of an "Amendment" to Sole Source Declaration for COPsync, Inc. to clarify and reflect the provision of "Turnkey Solutions" (i.e. any/all equipment, parts, incidentals, accessories and installation of same) through the life term of the declaration (all funding sources);  
  
On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.  
  
Vote: 3 - 0 – Unanimously  
B. Acceptance and approval to process of Requisition #294062 into a Purchase Order as it qualifies under the Amended Sole Source Declaration for COPsync.  
  
Mrs. Salazar requested no action on this item as it requires another step for IT to come and have the court approve a finding for the Constables Office's Technology fund can be use.  
  
*Court took no action on this item.*