



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

February 13, 2019

E-19-046-02-26

E.A. Stone, Inc. dba Gulf Data Products
Attn: Mr. Kevin Kanipe
810 E. Harrison
Harlingen, TX 78550

Via email: gulfdata2@sbcglobal.net

TERM: 04/02/2019 – 04/01/2020

Re: HB Form 1295 Required/Renewal/Extension Notice
“C-16-240-03-07-“Printing Services & Related Supplies” Hidalgo County

Dear Mr. Kanipe:

Be advised, that in order to proceed with the County’s option to extend/renew for the **final of two (2) one (1) Year term, under the same rates, terms and conditions** with **E.A. Stone, Inc. dba Gulf Data Products** for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

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

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

In box 3 of Form 1295, provide **CONTRACT No. E-19-046-02-26** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed an “*unsworn declaration*” and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on February 26, 2019**, the signed and “*unsworn declaration*” “**HB Form 1295**” and “**Extension Notice**” must be received in our office completed via fax to (956) 292-7612 or via email to: hector.garcial@co.hidalgo.tx.us **by Friday, February 15, 2019, no later than 10:00 A.M.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and “*unsworn declaration*” may result in delay of award.

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

By: 
Mr. Kevin Kanipe

Date: 2-13-19

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,

Hector Garcia

Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Gulf Data Products
Harlingen, TX United States

Certificate Number:
2019-452439

Date Filed:
02/13/2019

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

Date Acknowledged:

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

E-19-046-02-26
Printing Services & Related Supplies

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

5 Check only if there is NO Interested Party.

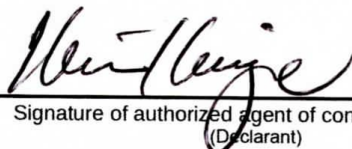
6 UNSWORN DECLARATION

My name is KEVIN KANIPE, and my date of birth is 2-10-61

My address is 1805 OAKS RD, EDINBURG, TX, 78539
(street) (city) (state) (zip code) (country)

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

Executed in HIDALGO County, State of TEXAS, on the 13 day of FEB, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2019-452439

Date Filed:
02/13/2019

Date Acknowledged:
02/19/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gulf Data Products
Harlingen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
E-19-046-02-26
Printing Services & Related Supplies

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2018

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

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

PRODUCER Connelly & Bartnesky Insurance Agency 1209 E. Harrison, Suite A PO Box 2839 Harlingen, TX 78550	CONTACT NAME: Eddie Bartnesky	
	PHONE (A/C, No, Ext): (956) 425-8821 FAX (A/C, No): (956) 425-0894 E-MAIL ADDRESS: eddie@connellybartnesky.com	
INSURED Gulf Data Products E.A. Stone Inc. 810 E Harrison Harlingen, TX 78550	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Company	24082
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZS56727269	05/28/2018	05/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Hidalgo County 2802 S Business 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2018

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 STATE FARM INSURANCE ROBERT ELIZALDE, AGENT <i>State Farm</i> 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: OMAR RIVERA PHONE (A/C, No, Ext): 956-683-9800 E-MAIL ADDRESS: OMAR.RIVERA.KOTN@STATEFARM.COM	FAX (A/C, No): 956-683-9810	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED RICHARD K. KANIPE GULF DATA PRODUCTS 1805 OAKS RD EDINBURG, TX 78539	INSURER A : State Farm Mutual Automobile Insurance Company		25178
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			167 8540-C06-53B-001	09/06/2018	03/06/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2016 TOYOTA HIGHLANDER 5TDYKRFH7GS182026

CERTIFICATE HOLDER HIDALGO COUNTY 2802 S BUSINESS HWY 281 EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING

March 20, 2018

9:30 A.M.

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

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

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

2. Auditor's Office:
Presentation of Fund Information Report

Approved

B. AI-64018 Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

3. 2017 Intradepartmental transfers:

A. AI-64093 2017 - Constable Pct2 TTBH (1285)

B. AI-64087 2017 - Constable Pct4 TTBH (1285)

4. 2018 Intradepartmental Transfers:

A. AI-64168 2018 - Pct 2 Parks (1100)

B. AI-64160 2018 - Info Tech Dept (1100)

C. AI-64138 2018 - Jail (1100)

D. AI-64143 2018 - CC#2 (1100)

E. AI-64144 2018 - Tax Office (1100)

Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of March 1-15, 2018 in the amount of \$55,469.85 and requesting approval of wire transfer.

12. Purchasing Dept - Notes:

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

A. AI-64159 Requesting approval of Change Order No. 2 in connection with contract No. C-16-378-02-21 with Clore Construction, LLC for Hidalgo County Precinct #2 -Regional Linear Park Project(from Ridge Road to San Antonio Ave) as recommended by project engineer, Christopher Rodriguez, P.E. and subject to compliance with HB1295 when and if applicable.

B. AI-64047 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County "Lease/Rental of Vehicles" - RFB No.: 2018-050-00-00-FAZ, including re-advertising if/when necessary and/or required.

C. AI-64049 Authority to advertise and approval of procurement packet for "Jail Lobby/Intake Kiosks & Deposit/Release Services" for Hidalgo County Sheriff's Office with authority to re-advertise in the event no proposals received or recommend rejection of proposals.

D. AI-64064 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County- "Disposal of Used Oil, Filters and Antifreeze & Other Misc Products" -RFB No.: 2018-077-00-00-SGS, including the re-advertisement of project in the event No Bids are received and/or rejected and project is still required.

E. AI-64074 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements agreement etc.) as attached hereto for: Hidalgo County-"Pest Control Services" - RFB No.: 2018-056-00-00-SGS, including the re-advertisement of project in the event No Bids are received and/or project is still required.

F. AI-64019 Requesting authority to exercise the option to renew/extend the following contracts as stipulated and provided in the contracts under the same rates, terms, and conditions for the following:

1. E-18-070-03-20 E.A. Stone, Inc. dba Gulf Data Products County Wide "Printing Services & Related Supplies" - For the First (1st) of two (2) one (1) year term, under the same rates, terms & conditions;
2. E-18-070a-03-20 Scott Merriman, Inc., County Wide "Printing Services & Related Supplies" - For the First (1) of two (2) one (1) year term, under the same rates, terms & conditions;
3. E-18-073-03-20 McAllen Communications Company, Inc., Sheriff's Office/Emergency Management "Lease of Tower Space-McCook" - For an additional One (1) year.

APPROVED



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

February 20, 2018

E-18-070-03-20

E.A. Stone, Inc. dba Gulf Data Products
Attn: Mr. Kevin Kanipe
810 E. Harrison
Harlingen, TX 78550

Via email: gulfdata2@sbcglobal.net

TERM: 04/02/2018 – 04/01/2019

Re: HB Form 1295 Required/Renewal/Extension Notice
“C-16-240-03-07-“Printing Services & Related Supplies” Hidalgo County

Dear Mr. Kanipe:

Be advised, that in order to proceed with the County’s option to extend/renew for the **first (1st) of two (2) one (1) Year term, under the same rates, terms and conditions** with E.A. Stone, Inc. dba Gulf Data Products for the referenced project, the County is required, as of **January 1, 2016**, to comply with the Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

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

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

In **box 3** of **Form 1295**, provide **CONTRACT No. E-18-070-** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed an *“unsworn declaration”* and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on March 06, 2018**, the signed and *“unsworn declaration”* **“HB Form 1295”** and **“Extension Notice”** must be received in our office completed via fax to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us **by no later than Thursday, February 22, 2018**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and *“unsworn declaration”* may result in delay of award.

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

By: 
Mr. Kevin Kanipe

Date: 2-22-18

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

Sincerely,


Matilde Faz
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-319572

Date Filed:
02/27/2018

Date Acknowledged:

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

E.A. Stone, Inc dba Gulf Data Products
Harlingen, TX United States

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

County of Hidalgo

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

E-18-070-03-06
Printing Services and Related Supplies

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

5 Check only if there is NO Interested Party.

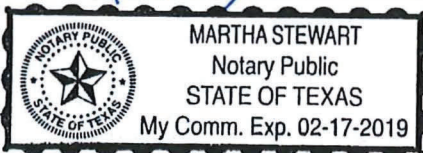
6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in Hidalgo County, State of Texas, on the 27 day of February, 2018.
(month) (year)



Martha Stewart

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-319572

Date Filed:
02/27/2018

Date Acknowledged:
02/28/2018

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

E.A. Stone, Inc dba Gulf Data Products
Harlingen, TX United States

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

County of Hidalgo

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

E-18-070-03-06
Printing Services and Related Supplies

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2018

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 STATE FARM INSURANCE ROBERT ELIZALDE, AGENT 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: OMAR RIVERA PHONE (A/C. No., Ext): 956-683-9800 E-MAIL ADDRESS: OMAR.RIVERA.KOTN@STATEFARM.COM	FAX (A/C. No.): 956-683-9810
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : State Farm Mutual Automobile Insurance Company	NAIC # 25178
INSURED RICHARD K. KANIPE GULF DATA PRODUCTS 1805 OAKS RD EDINBURG, TX 78539	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			167 8540-C06-53B-001	03/05/2018	09/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2016 TOYOTA HIGHLANDER 5TDYKRFH7GS182026

CERTIFICATE HOLDER HIDALGO COUNTY 2802 S BUSINESS HWY 281 EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
5/30/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 RICK VILLARREAL INS AGENCY 2116 W University Dr Edinburg, TX 78539	CONTACT NAME: Elsa Gonzalez
	PHONE (A/C, No, Ext): (956) 383-7001 FAX (A/C, No): (956) 383-7009
	E-MAIL ADDRESS: elsagonzalez@yahoo.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Farmers Truck Insurance Exchange	NAIC#
INSURED Gulf Data Products E.A. Stone Inc. 810 E Harrison Harlingen, TX 78550 956-421-5711	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

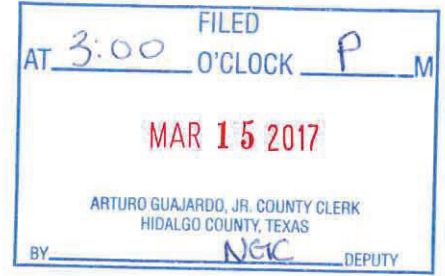
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A07076872	4/18/2017	4/18/2018	<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)

CERTIFICATE HOLDER Hidalgo County 2802 Business US 281 Edinburg, Tx 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



SERVICE CONTRACT
C-16-240-03-07

THIS CONTRACT is made and entered into this 7th Day of March, 2017 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **E.A. Stone, Inc., dba Gulf Data Products** ("Company").

WHEREAS, Company responded to advertised notices for bids for **“GENERAL PRINTING SERVICES AND RELATED SUPPLIES”** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" (“Vendor’s Bid”) respectively, and incorporated herein for all purposes (the "RFB Packet"); 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 agree 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 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 one (1) year effective April 2, 2017 and ending on April 1, 2018. Hidalgo County at its sole discretion elect the option to extend the contract for an additional two (2) one (1) year term at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, 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 the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties

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

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

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539**

If to Company: **E.A. Stone, Inc. dba Gulf Data Products
810 E. Harrison
Harlingen, Texas 78550**

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

14. 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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

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

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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.

20. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with

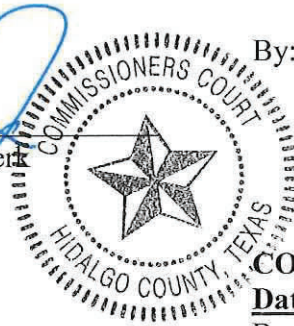
this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise

WITNESS our hands in duplicate originals this 20th day of March, 2017.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk



By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/7/17 mb

COMPANY: E.A. Stone, Inc., dba Gulf Data Products

By: Klaus Klinge

Title: PRESIDENT

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP

By: [Signature]
Stephen L. Crain, Atlas, Hall & Rodriguez

[Signature]

APPROVED BY COMMISSIONES COURT: 3/7/17