

E-18-016-02-06

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

January 18, 2018

Col. Roy R. Alvarez, Jr. (CE-Ret)
C.S.S. Technology, Inc. dba
ROADBOND SERVICE COMPANY
P.O. Box 549
Tolar, Texas 76476
P (956) 423-8671 F (956) 412-0061

via email ralva1954@aol.com (or) Roy@RoadbondSoil.com
TERM: APRIL 14, 2018 - APRIL 13, 2019

Re: **Extension/Renewal & 1295 Form Notice**
Contract# **E-17-123-04-05** (C-15-121-04-14) -"EN-1 ROAD STABILIZER"-HIDALGO COUNTY

Dear Col. Alvarez:

Be advised, that County has chosen the option to exercise the **Second (2nd) & Final Year** of the additional two (2) one (1) year period, **(under the same rates, terms and conditions)** with **C.S.S. Technology, Inc. d/b/a ROADBOND SERVICE COMPANY** for the referenced project. In order to proceed with approval of the renewal/extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

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

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

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-18-016-00-00**. 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 and an **"unsworn declaration" Form 1295** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us **by no later than Wednesday, January 24, 2018**. **Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, notarized 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: leticia.saenz@co.hidalgo.tx.us by no later than date reflected above.

By: Col. Roy R. Alvarez, Jr. (CE-Ret) Date: Jan. 24, 2018
Col. Roy R. Alvarez, Jr. (CE-Ret)

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

Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Agent

MLS/lhs
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:
2018-305531

Date Filed:
01/24/2018

Date Acknowledged:

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

Roadbond Service Company
Beaumont, 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.

Hidalgo County Purchasing

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-18-016-00-00
Chemical Liquid Road Stabilizer

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alvarez Jr., (CE-Ret.), Roy	Beaumont, TX United States		X

5 Check only if there is NO Interested Party.

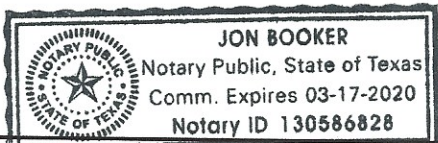
6 UNSWORN DECLARATION

My name is Col. Roy R. Alvarez Jr., (CE-Ret.), and my date of birth is 03/18/1932.

My address is 6595 Truxton Lane, Beaumont, TX, 77706.
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 24th day of January, 2018.
(month) (year)



[Handwritten Signature]
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:
2018-305531

Date Filed:
01/24/2018

Date Acknowledged:
01/26/2018

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Roadbond Service Company
Beaumont, TX United States

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Hidalgo County Purchasing

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E-18-016-00-00
Chemical Liquid Road Stabilizer

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			Controlling	Intermediary
	Alvarez Jr., (CE-Ret.), Roy	Beaumont, 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

CSSTE-1

OP ID: SF

DATE (MM/DD/YYYY)
01/24/2018

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 AllTex Insurance - Granbury 3320 E Hwy 377 Granbury, TX 76049 Sheilah Fowler	Phone: 817-573-5568 Fax: 817-573-7856	CONTACT NAME: Sheilah J Fowler PHONE (A/C No. Ext.): 817-573-5568 FAX (A/C No.): 817-573-7856 E-MAIL ADDRESS: sheilah@alltexinsurance.com
	INSURER(S) AFFORDING COVERAGE	
INSURED CSS Technology Inc. Roadbond Service Co., dba P O Box 549 Tolar, TX 76476	INSURER A: Crum & Forester	
	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	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		EPK113988	08/23/2017	08/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO: ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		73APS069613	12/12/2017	12/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		EFX106016	08/23/2017	08/23/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	DED. <input checked="" type="checkbox"/> RETENTION \$ 10000					
	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			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)

CERTIFICATE HOLDER

HIDALGO

Hidalgo County Precinct #2
 300 West Hall Acres Ste G
 Pharr, TX 78577

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
 Sheilah Fowler

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HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAINED with PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared **Col. Roy R. Alvarez, Jr.**, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is **Col. Roy R. Alvarez, Jr. (CE-Ret.)**, I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: **CSS Technology, Inc. d/b/a Roadbond Service Company.**
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s).

EN-1 Road Stabilizer Material

4. Competition in providing the above named item(s), , product(s) or service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under section 2626.024(a)(7)(A), of the Local Government Code. Also attached hereto is a sole source letter, which sets forth the reasons why this vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.

Note: This vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

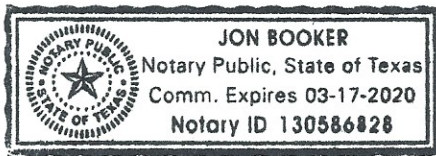
Signature: Col. Roy R. Alvarez Jr. (CE-Ret.)

SWORN AND SUBSCRIBED TO under oath before me on 29th day of January 2018.

[Signature]
NOTARY PUBLIC

Jon H. Booker
PRINTED NAME

03 / 17 / 2020
MY COMMISSION EXPIRES



COMPANY NAME: CSS TECHNOLOGY, INC. d/b/a ROADBOND SERVICE COMPANY
ADDRESS: P. O. BOX 549 - TOLAR, TEXAS 76476
PHONE: (956) 490-7528
CONTACT PERSON/TITLE: COL. ROY R. ALVAREZ, JR., (CLE-RET.), COMPANY REPRESENTATIVE
EMAIL ADDRESS: www.roadbondsoil.com (or) ralva1954@aol.com

SPECIAL MEETING - February 6, 2018

BE IT REMEMBERED, that on this 6th day of February A.D., 2018, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

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

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



AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
February 6, 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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

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

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

Vote: 5 - 0 - Unanimously

1. **AI-63628 Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
2. **Auditor's Office:**
 - A. **AI-63645** Presentation of Fund Information Report
3. **2017 Intradepartmental transfers:**
 - A. **AI-63599** 2017 - Pct 2 CW Mech Shop Facility (1200)
4. **2018 Intradepartmental Transfers:**
 - A. **AI-63612** 2018 - CRIM DA/ Autopsies (1100)
 - B. **AI-63590** 2018 - Pct 2 Rd Maint. (1200)
 - C. **AI-63591** 2018 - CW Mech Shop (1200)

- B. AI-63549** Elections Department (1100):
Requesting approval to pay the Texas Association of Elections Administrators 2018 Membership fees in the total amount of \$550.00 for Mrs. Yvonne Ramon Elections Administrator \$150.00, Melissa Alvarez Elections Operation Manager \$100.00, Michael Sosa IT Manager \$100.00, Belinda Sagredo Voter Registration Manager \$100.00 and Brenda Renter GIS III \$100.00 with the authority of the County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.
- C. AI-63451** Approval to pay 2018 JPCA membership dues to Texas Association of Counties in the amount of \$60.00 for Judge Luis J. Garza with authority for County Treasurer to issue check after review and auditing procedures are completed by the County Auditor
- D. AI-63487** Texas A&M AgriLife Extension Service:
Requesting approval for payment of 2018 Membership Dues totaling \$50 (with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor) as follows:
Safe Kids Worldwide 2018 Membership Dues for Joanne Ureste, County Extension Agent-Family Resources totaling \$50

10.

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-63613** 1.) Acceptance and approval of invoice # 11326737 submitted by project engineer L&G Consulting Engineers, Inc. (P.O. 740893)- Mile 5 Project WA#1 in the amount of \$ 5,070.19.
2.) Acceptance and approval of invoice # 11326708 submitted by project engineer L&G Consulting Engineers, Inc. (P.O. 736559) - Ware Road (Mile 3 to Mile 5) WA#2 in the amount of \$ 2,685.00.
3.) Acceptance and approval of invoice # 11326711 submitted by project engineer L&G Consulting Engineers, Inc. (P.O. 700265-10th Street Extension Project WA#2 in the amount of \$ 11,250.00.
- B. AI-63579** Requesting approval of payment on the following invoices as submitted by contracted/project engineer, L&G Consulting Engineers Inc.:

Invoice No.	Date	Project	Amount	PO No.
11326721	1-31-18	Liberty Rd. Project - WA #4	\$13,982.50	735736
11326719	1-31-18	FM 494 Shary Rd. - Wk #3	\$19,537.00	772303
11326712	1-31-18	La Homa ROW -WA #1	\$ 5,400.00	671613

11326714	1-31-18	South Detention Basin Project	\$ 4,200.00	735730
11326735	1-31-18	Mile 3 Section II - WA #5	\$29,716.10	773904
11326729	1-31-18	Mile 3 Project - WA #2	\$32,700.00	720579
11326731	1-31-18	Veterans Blvd. - WA #2	\$35,165.00	763269
11326738	1-31-18	FM 676 Project	\$ 8,019.42	745880
11326710	1-31-18	Liberty Road Project - WA #3	\$39,909.77	735526
11326709	1-31-18	Mile 3 Project - WA #4	\$54,354.50	771660
11326720	1-31-18	Veterans Blvd. - WA #3	\$81,947.50	772041

- C. AI-63582** Pursuant to contract with L&G Engineering, [Article 14] to C-13-333-12-03, approval to permit the subcontracting of Leonel Garza & Associates and HLH Appraisal Services for the FM 494 (Shary Road) from FM 676 (Mile 5) to SH 107.
- D. AI-63600** PCT 1
Requesting approval to pay invoice #11326726 in the amount of \$25,954.07 for On Call Services-Traffic Study WA#2 , as submitted by contracted project engineer, L & G Consulting Engineers, Inc.
- E. AI-63606** Approval of payment for inv. # 00008635 as submitted by Halff & Associates, Inc. for WA03 J.R. "Milo Ponce Memorial Park" in the amount of \$3,915.38 (PO# 759817).
- F. AI-63601** Acceptance and approval of Payment Application No. 4 in the amount of \$45,000.00 for the Recovery and Motor Pool Improvements project for Pct. 4 submitted by contractor, Synergy Builders of Texas, LLC through Contract C-17-067-03-21 and as reviewed by project engineer, Halff Associates Inc.
- G. AI-63607** 1. Acceptance and approval of project invoice submitted by B2Z Engineering for WA#5 Memorial Park Construction Phase Services (P.O. 767241) - Invoice # 40012 in the amount of \$2,323.74.
2. Acceptance and approval of project invoice submitted by B2Z Engineering for WA#1 Brewster Park (P.O. 771132) - Invoice #40013 in the amount of \$1,955.96.

H. AI-63518 Requesting authority to exercise option to extend/renew the Second (2nd) & Final Year [of the additional two (2) one (1) year terms] as provided in the current contract# E-17-123-04-05 for: "EN-1 ROAD STABILIZER MATERIAL" (on as needed basis) for HIDALGO COUNTY, (under the same rates, terms and conditions) with C.S.S. TECHNOLOGY INC. d/b/a ROADBOND SERVICE -MODERN ENVIRONMENT.

APPROVED



E-17-123-04-05

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

March 31, 2017

Col. Roy R. Alvarez, Jr. (CE-Ret)
C.S.S. Technology, Inc. dba
ROADBOND SERVICE COMPANY
P.O. Box 549
Tolar, Texas 76476
P (956) 423-8671 F (956) 412-0061

via email ralva1954@aol.com (or) Roy@RoadbondSoil.com
TERM: APRIL 14, 2017 – APRIL 13, 2018

Re: **Renewal/Extension & HB 1295 FORM Notice**
Contract# C-15-121-04-14-"EN-1 ROAD STABILIZER"-HIDALGO COUNTY

Dear Col. Alvarez:

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

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

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In box 3 of **Form 1295**, provide **Renewal/Extension No. E-17-123-04-04**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

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

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

By: Col. Roy R. Alvarez, Jr. (CE-Ret) Date: 04/03/2017
Col. Roy R. Alvarez, Jr. (CE-Ret)

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
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lhs



CERTIFICATE OF LIABILITY INSURANCE

CSSTE-1

OP ID: SF

DATE (MM/DD/YYYY)

04/04/2017

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PRODUCER AllTex Insurance - Granbury 3320 E Hwy 377 Granbury, TX 76049	Phone: 817-573-5568 Fax: 817-573-7856	CONTACT NAME: Shellah J Fowler PHONE (A/C No. Ext): 817-573-5568 E-MAIL ADDRESS: shellah@alltexinsurance.com FAX (A/C No.): 817-573-7856													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Crum & Forester</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Crum & Forester		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EPK113988	08/23/2016	08/23/2017	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 6,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	EFX106016	08/23/2016	08/23/2017	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10000					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
 Certificate Holder is Named as Additional Insured as respects to the General Liability as provided by endorsement CG2010(07-04) as required by written contract. A Waiver of Subrogation in favor of the Certificate Holder is applicable as respects to the General Liability as provided by endorsement CG2404(05-09).

CERTIFICATE HOLDER**CANCELLATION**

HILDALG

Hidalgo County
 2812 South Highway Bs 281
 Edinburg, TX 78539

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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HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAINED with PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared **Col. Roy R. Alvarez, Jr.**, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is **Col. Roy R. Alvarez, Jr. (CE-Ret.)**, I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: **CSS Technology, Inc. d/b/a Roadbond Service Company.**
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s).

EN-1 Road Stabilizer Material

4. Competition in providing the above named item(s), , product(s) or service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under section 2626.024(a)(7)(A), of the Local Government Code. Also attached hereto is a sole source letter, which sets forth the reasons why this vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.

Note: This vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

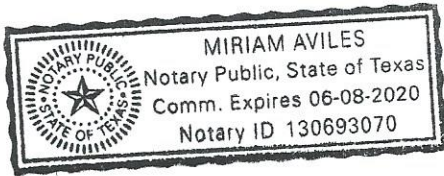
Signature: Col. Roy R. Alvarez Jr (CE-Ret.)

SWORN AND SUBSCRIBED TO under oath before me on 3 day of April 2020.

Miriam Aviles
NOTARY PUBLIC

Miriam Aviles
PRINTED NAME

06 / 08 / 2020
MY COMMISSION EXPIRES



COMPANY NAME: CSS TECHNOLOGY, INC. d/b/a ROADBOND SERVICE COMPANY
ADDRESS: P. O. BOX 549 - TOLAR, TEXAS 76476
PHONE: (956) 490-7528
CONTACT PERSON/TITLE: COL. ROY R. ALVAREZ, JR., (CLE-RET.), COMPANY REPRESENTATIVE
EMAIL ADDRESS: www.roadbondsoil.com (or) ralva1954@aol.com

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.

Roadbond Service Company
 Beaumont, TX United States

Certificate Number:
 2017-187021

Date Filed:
 04/03/2017

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

Hidalgo County Purchasing

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.

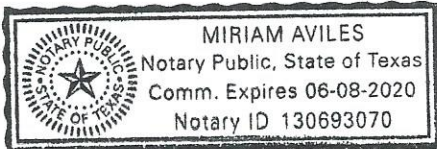
E-17-123-04-04
 Chemical Liquid Road Stabilizer

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alvarez Jr., Col. Roy R	Beaumont, TX United States		X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



Col. Roy R. Alvarez Jr. (CC-Ret)
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Roy Alvarez, this the 3rd day of April, 2017, to certify which, witness my hand and seal of office.

Miriam Aviles Signature of officer administering oath
 Miriam Aviles Printed name of officer administering oath
 Public Notary 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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Roadbond Service Company
Beaumont, TX United States

Certificate Number:
2017-187021

Date Filed:
04/03/2017

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

Date Acknowledged:
04/04/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
E-17-123-04-04
Chemical Liquid Road Stabilizer

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alvarez Jr., Col. Roy R	Beaumont, TX United States		X

5 Check only if there is NO Interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

SPECIAL MEETING - April 5, 2017

BE IT REMEMBERED, that on this 5th day of April A.D., 2017, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

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

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



AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
April 5, 2017
9:30 A.M.

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

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

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval for the exception of Items.10.B., 11.E., and 11.G. to be pulled for further discussion.

Vote: 4 - 0 - Unanimously

APPROVED

1. **AI-59246 Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
2. **Auditor's Office:**
 - A. **AI-59264** Presentation of Fund Information Report
 - B. **AI-59113** Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.
3. **2017 Intradepartmental transfers:**
 - A. **AI-59156** 2017 - Pct. 2 Adm (1200)
 - B. **AI-59180** 2017 - Pct. 2 Parks (1100)
 - C. **AI-59126** 2017 - Pct. 2 Rd Maint (1200)

- C. **AI-59111** 1. Approval of reimbursement in the amount of \$38,210.23 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 03/04/17 to 03/24/17.

03/04-10/17	\$ 9,839.54
03/11-17/17	\$17,220.04
03/18-24/17	\$11,150.65
TOTAL	\$38,210.23

- 2. Approval of wire transfer to cover claims paid.

D. Interfund transfers:

- 1. **AI-59197** TxDOT Pct 2 Nolana Loop (FM1426-FM 907) Prj (1315): Approval of 2017 interfund transfer from Various Pct 2 Projects (Fund 1350) to TxDOT Pct 2 Nolana Loop (FM1426-FM907) Rd Prj in the amount of \$1,437,341.10 to fund project expenditures.

11.

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-59153** Requesting authority to advertise (including the authority to re-advertise in the event that no bids are received and/or are rejected and projects are still required) and approval of procurement packets (i.e., specifications, legal notice etc.) as attached hereto for Road & Drainage Construction for El Paraiso Subdivision-Pct 3 BCAP Project.

- B. **AI-59188** 1. Requesting authority to exercise the Sixty (60) Day grace period extension as provided in the current agreement for the purposes of Type D Hot Mix (Gravel & Limestone) for Hidalgo County, under the same rates, terms and conditions with Frontera Materials, Inc. (Limestone Only) effective 04/09/17 and expires 06/08/17 or upon completion of the procurement process (whichever comes first) and is the best interest of Hidalgo County, subject to compliance with HB23 and/or HB1295 (when and/or if applicable).

2. Requesting authority to exercise the Sixty (60) Day grace period extension as provided in the current agreement for the purposes of Type D Hot Mix (Gravel & Limestone) for Hidalgo County, under the same rates, terms and conditions with Valley Caliche Products, Inc. (Gravel Only) effective 04/09/17 and expires 06/08/17 or upon completion of the procurement process (whichever comes first) and is

in the best interest of to Hidalgo County, subject to compliance with HB23 and/or HB1295 (when and/or if applicable).

- C. AI-59193** Approval of request for Payment-Application No. 4 in the amount of \$148,855.50 as submitted by Texas Cordia Construction, LLC for the provision of Paving & Drainage Improvements Project to Mile 14 1/2 (Mile 4 – Mile 6), PO #751919.
- D. AI-59190** Approval of request for Payment-Application No. 4 in the amount of \$161,950.78 as submitted by Texas Cordia Construction, LLC - Contract No. C-16-279-09-06 - PO# 751918 for the provision of Paving and Drainage Improvements Project to Mile 11 North (FM 1015 - Mile 1 West).
- E. AI-59201** Acceptance and approval for Payment No. 5 in the amount of \$20,920.01 as submitted by IOC Company, LLC awarded under contract C-16-289-09-06 (PO #750987) for the provision of Paving & Drainage Improvements for Project - Nittler Road.

Martha Salazar informed that precinct 1 requested no action on Consent Items.11.E. and 11.G.

Court took no action on this item.

- F. AI-59203** Requesting clarification/correction to purchase a 2017 Ford 350 Cutaway approved by HCCC through AI-56075 on 09/06/2016 **to reflect the correct year model of 2016 Ford 350 Cutaway for the Purchasing Department.**
- G. AI-59205**
 1. Certificate of Construction Completion as submitted by IOC Company, LLC. reflecting the date of 3/2/17 for the FEMA Road & Drainage Improvements of Nittler Road Project;
 2. Approval of Payment Application No. 6 (Retainage Release) in the amount of \$52,996.87 as submitted by IOC Company, LLC. Contract #C-16-289-09-06 under PO#750987 for the provision of FEMA Road & Drainage Improvements - Nittler Road.

Court took no action on this item as per Precinct 1.

- H. AI-59218** Requesting authority to exercise the First (1st) Year [of the additional two (2) one (1) year terms] extension as provided in current contract #C-15-121-04-14 for: "EN-1 ROAD STABILIZER MATERIAL" (on an as needed basis) for HIDALGO COUNTY, under the same rates, terms and conditions with C.S.S. TECHNOLOGY INC. d/b/a ROADBOND SERVICE -MODERN ENVIRONMENT subject to compliance with HB1295 when and/if applicable.

APPROVED

REQUIREMENTS AGREEMENT
C-15-121-04-14

THIS AGREEMENT (the "Agreement") is entered into effective as of the **14th** day of **APRIL, 2015** by and between **CSS Technology, Inc. d/b/a Roadbond Service Company** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer requires "**EN-1 ROAD STABILIZER MATERIAL**" (**on an as needed basis**), (the "Product") as further described in Exhibit "A", Request for Sealed Quotes (RFSQ) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFSQ") and;

WHEREAS, Seller submitted a "**sole source**" affidavit to Buyer for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer through a third party carrier the Product at the prices listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects. The term of this Agreement is firm and effective, **April 14, 2015**, expiring, **April 13, 2017** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged. It is agreed that the Product will meet the Specifications in the Request for Sealed Quotes (RFSQ) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Product shall be delivered by Seller through a third party carrier to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement 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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo Buyer, Texas. The parties hereby consent to personal jurisdiction in Hidalgo Buyer, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller:

CSS Technology Inc. d/b/a

Roadbond Service Company

Attn: Col. Roy R. Alvarez, Jr. (CE-RET) Rep.

P. O. Box 549

Tolar, Texas 76476

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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 ninety (90) 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).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Buyer.
- (2) 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 Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

Approved by Commissioner's Court: **April 14, 2015.**

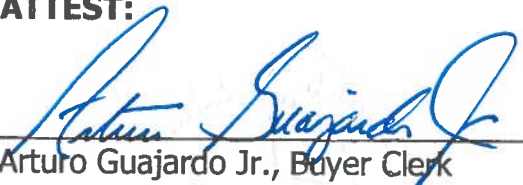
APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: 
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

Approved by Commissioner's Court ^{to}
on 4-14-2015

By: 
Ramon Garcia, Buyer Judge

ATTEST:

Arturo Guajardo Jr., Buyer Clerk

SELLER: CSS Technology, Inc. d/b/a
Roadbond Service Company


By:  (CE-RET)
Printed Name: Col. Roy R. Alvarez, Jr. (CE-RET)
Title: General Distributor/Company Representative

EXHIBIT "A"
REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2015-121-03-17

SPECIFICATIONS/REQUIRMENTS

I. DESCRIPTION:

These specifications shall govern for any liquid stabilizer equal or approved equal to patented EN-1 intended primarily as a material stabilizer for mixing and compacting material in accordance with specifications governing base and/or subgrade courses. The approved stabilizer must be able to enhance the compressive strength, increase load bearing capacity of soil, increase flexural strength, reduce swelling, shrinkage and permeability, insure proper compaction and reduce maintenance upkeep through reduction of potential failures.

Purchases of **EN-1 Soil Stabilizer** will be **on an "As Needed Basis" only** by Hidalgo County including all funding sources, Departments, Programs and Entities (i.e. CIP, CAP and R&B).

Any brand name mentioned in this request for bids is for description only and is not intended to exclude any products of equal quality or compatibility. Bidders desiring to substitute items may do so provided that brand names and specifications are indicated in the bid and that items fully meet herein specifications.

II. MATERIALS:

Roadbond (EN-1) Soil Stabilizer is a sulfonated D-limonene bioenzyme which contains a strong oxidizer, a powerful solvent and natural dispersant that interacts with natural road materials. The interaction of these components activates the naturally occurring mineral cements in the soil and bonds the soil grains together to form a material analogous to most sedimentary rocks and alluvial soils. This stabilizing solvent acts to scrub the soil and allows the oxidizer access to a wider array of mineral ions evenly throughout the mixture, thereby increasing particle attraction (bonding), greatly decreasing voids in the road strata. In clay soils, it attacks the clay lattice of the soil, which will alter the ionic charge in the clay, and it creates a chemical bond between clay particles. This material is a corrosive in its concentrated state, once mixed with required volume of water; it becomes a non-corrosive, which has been approved by EPA.

III. REQUIREMENTS:

1. Roadbond liquid stabilizer shall be stored and handled in closed, five (5) gallon weatherproof containers until immediate distribution on the road.
2. Roadbond materials must be stored in covered storage and well ventilated with adequate protection from flooding or damage.
3. For mixing ease and safety, round off to the nearest 5-Gallon increments (i.e. 72-Gallons up to 75-Gallons).
4. The following concentrated quantities are to be mixed with 300 gallons of water to each gallon of EN-1. Strict application instructions.

****Use 5" more EN-1 Road Stabilizer than the chart calls for when treating Cement Treated Base;**

(Calculate 28.5 cubic yards per Gallon)

***** Application rate per square yard = Length (feet) x Width (feet) X Appl. Rate * 9 SF**

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2015-121-03-17

5. **EN-1 Road Stabilizer Material** shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges.
6. Product must be registered with the U.S. Patent and Trademark Office as a soil stabilizer.
7. Vendor must furnish test results and documentation from independent sources as the effectiveness of the stabilizer. These test reports must include CBR, Triaxial Compression Test, Falling Weight Deflectometer, Resilient Modulus or other relevant test to determine strength. Reduction in swelling of clay soils must be verified by relevant test performed by a reputable lab.
8. The product must be easily applied by personnel with equipment commonly used by road construction and maintenance crews.
9. A material safety data sheet (MSDS) on the EN-1 Road Stabilizer product being bid must be submitted with the bid.
10. When requested, samples shall be furnished free of charge to Hidalgo County.
11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
12. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County.
13. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.
14. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

ROAD WIDTH IN FT.	6" IN DEPTH * .0056 GA/SY	8" IN DEPTH * .0075 GA/SY	10" IN DEPTH * .0089 GA/SY
20' Wide Road	66 Gallons Per Mile	88 Gallons Per Mile	104 Gallons Per Mile
22' Wide Road	73 Gallons Per Mile	97 Gallons Per Mile	120 Gallons Per Mile
24' Wide Road	80 Gallons Per Mile	106 Gallons Per Mile	132 Gallons Per Mile
26' Wide Road	86 Gallons Per Mile	115 Gallons Per Mile	143 Gallons Per Mile
28' Wide Road	93 Gallons Per Mile	124 Gallons Per Mile	154 Gallons Per Mile
30' Wide Road	99 Gallons Per Mile	132 Gallons Per Mile	165 Gallons Per Mile
Square Yards treated/gallon	180 Square Yards	135 Square Yards	108 Square Yards
Square Yards treated/gallon (when using CTB)	171 Square Yards	128 Square Yards	103 Square Yards

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2015-121-03-17

IV. BID AWARD:

- It is intended that the amount of "**EN-1 Road Stabilizer Material**" required by Hidalgo County will be purchased on an "**As Needed Basis**".
- Award of contract will be contingent on availability of Hidalgo County funds.

V. TERMS AND CONDITIONS:

- The contract will be in effect for a period of **two (2) years** under a "**sole source**" **declaration** with the County's option to extend for an additional two (2) one (1) year terms based on performance evaluation and contingent upon cost remaining unchanged.
- County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term. Bid Price must remain firm during the contract period.
- The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by Hidalgo County with a (30) thirty day written notice prior to any cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- Insurance certificates as per "**Exhibit C**" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- Hidalgo County reserves the right to utilize state contracts from its membership with their existing or new cooperatives whenever it is in the best interest to do so.
- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
- Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to bid specifications.
- Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
- Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2015-121-03-17

- After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 Katia Garcia or Mari Gutierrez 1902 Joe Stephens, Weslaco, Texas 78596 (956) 968-8733	Hidalgo County Precinct #2 Ricardo Cuellar, Field Operations Foreman 300 W. Hall Acres Rd. Suite G. Pharr, Tx 78577 (956) 787-1891
Hidalgo County Precinct #3 Saul Ramirez, Field Operations Foreman 400 W. 13 th Mission, Texas 78572 956-585-4509	Hidalgo County Precinct #4 Juan Carranza, Chief Administrator 1051 N. Doolittle Rd., Edinburg, Texas 78542 (956) 383-3112

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

VI. Market Volatility and Unit Price Adjustments:

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

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2015-121-03-17

- b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2015-121-03-17

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business Hwy. 281 (New Administration Building) Edinburg, Texas 78539.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMIL TO: (956) 292-7612 or via email: Leticia.saenz@co.hidalgo.tx.us.

EXHIBIT "B"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFSQ BID NO.: 2015-121-03-17

QUOTE PAGE

MATERIAL DESCRIPTION	BID PRICE
EN-1 ROAD STABILIZER (5 gal containers)	\$

BIDDER'S INFORMATION:

Bidder/Company Name:	
Address:	
City/State/Zip Code:	
Phone & Fax No.'S:	
Cellular No.'S:	
Authorized Signature:	
Printed Name:	
Title:	
Email Address: (If Available)	

EXHIBIT “C”
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

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

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

Revised 03/11/11

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/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.	
INSURED	INSURERS AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
		INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	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:				PRODUCTS - COMP/OP \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	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				
<input type="checkbox"/> NON-OWNED AUTOS					
C	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
D	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
E	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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- " will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- " will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____
- " have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.

2. Bond (if applicable) _____

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶
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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. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exemptions

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

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

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

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

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

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

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

EXHIBIT "B"
BID PAGE

EXHIBIT "B"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFSQ BID NO.: 2015-121-03-17

QUOTE PAGE

MATERIAL DESCRIPTION	BID PRICE
EN-1 ROAD STABILIZER (5 gal containers)	\$ 450.00

BIDDER'S INFORMATION:

Bidder/Company Name:	CSS Technology, Inc. DBA Roadbond Service Company
Address:	P.O. Box 549
City/State/Zip Code:	Tolar, Texas 76476
Phone & Fax No.'S:	409-866-0681 FAX 254-835-5297
Cellular No.'S:	956-490-7528
Authorized Signature:	<i>Col. Roy R. Alvarez Jr (CE-Ret)</i>
Printed Name:	Col. Roy R. Alvarez, Jr. (CE-Ret.)
Title:	General Distributor/Company Representative
Email Address: (If Available)	Ralva1954@aol.com OR Roy@RoadSoil.com

Presently we are offering our long time customer, Hidalgo County, a basic cost per gallon of \$90.00 without freight charges, which provides the County a cost savings of \$40-45 per gallon, plus a range savings on freight of \$10-30 per gallon depending on quantity. Above savings on product is based on our sales price of \$130-135 per gallon to other customers.

Renewal/Extension No. E-17-123-04-04

EXHIBIT "C"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

CSSTE-1

OP ID: SF

DATE (MM/DD/YYYY)

04/06/2015

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 All-Tex Insurance - Granbury 3320 E Hwy 377 Granbury, TX 76049 Chad Woodard	Phone: 817-573-5568 Fax: 817-573-7856	CONTACT NAME: Sheilah J. Fowler PHONE (A/C, No, Ext): 817-573-5568 E-MAIL ADDRESS: sheilah@alltexinsurance.com	FAX (A/C, No): 817-573-7856
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Roadbond Service Co. CSS Technology Inc. dba dba Roadbond Service Co. P O Box 549 Tolar, TX 76476	INSURER A: Catlin Insurance Company		
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLS-677693-0815	08/23/2014	08/23/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	XSS-677698-0814	08/23/2014	08/23/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)

Certificate Holder is Named as Additional Insured as respects to the General Liability as provided by endorsement CG2010(07-04) as required by written contract. A Waiver of Subrogation in favor of the Certificate Holder is applicable as respects to the General Liability as provided by endorsement CG2404(05-09).

CERTIFICATE HOLDER

HILDAGC

Hidalgo County Pct 1
 1902 Joe Stephens Avenue
 Weslaco, TX 78596

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

Chad Woodard

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HIDALGO COUNTY PURCHASING DEPARTMENT SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Col. Roy R. Alvarez Jr. a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Col. Roy R. Alvarez Jr. (CE-Ret.) I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company/firm: Roadbond Svc. Co. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
EN-1 Road Stabilizer Material for roads, highways and dust control in CONUS and Worldwide.
3. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.

Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature: Col. Roy R. Alvarez Jr. (Ret.)

SWORN AND SUBSCRIBED TO under oath before me on 17 day of March, 2015.



Laura Barbosa
NOTARY PUBLIC

Laura Barbosa
PRINTED NAME

March 13, 2017
MY COMMISSION EXPIRES

COMPANY NAME: CSS Technology, Inc. dba Roadbond Service Co.
 ADDRESS, CITY, STATE & ZIP CODE: P.O. Box 549 Tolar, Texas 76476
 PHONE: (956) 423-8671 or NUMBER: (254) 835-4507
 CONTACT NAME AND TITLE: Col. Roy R. Alvarez Jr. (CE-Ret) Company Representative
 WEB ADDRESS: www.RoadbondService.com EMAIL: ralva1954@aol.com
 FEDERAL TAX ID NUMBER: 75-2199522 TEXAS SALES TAX NUMBER: _____



Celebrating 24 Years

Roadbond Service Company



August 9, 2010

To Whom It May Concern:

ROADBOND EN 1 is a patented roadbase stabilizer that is recognized as a soil source by the Texas DOT, the U.S. Forest Service, the General Services Administration, and many other cities, counties, and other public entities.

ROADBOND EN 1 is manufactured by C.S.S. Technology, Inc. and is sold by Roadbond Service Company. To ensure the lowest price, the stabilizer is shipped from the factory to the end-users in Texas and is not sold to retail stores to be resold to the consumer.

Col. Roy Alvarez, Jr. (CE-RET) is authorized by C.S.S. Technology, Inc. and Roadbond Service Company to represent ROADBOND EN 1 in Texas, Conus, and other foreign countries.

Cordially,

A handwritten signature in black ink, appearing to read "R. Steven Merritt".

R. Steven Merritt

"Tested in the Lab...Proven in the Field"

P.O. Box 549 * Tolar, Texas 76476 * 800-305-6190 * 254-835-4507 * Fax 254-835-5297

www.RoadbondSoil.com



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

“SOLE SOURCE DECLARATION”

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent *mls*

Date: March 17, 2015

Re: “Sole Source Declaration” – CSS Technology, Inc., dba, EN-1 Roadbond Service Company

Hidalgo County has annually procured through a sealed bid for a road stabilizer product for use by Precincts for road construction project on an as needed basis. This sealed bid process has been completed for the last seven (7) years. In all instances, the sole bid received has consistently been EN-1 Roadbond Service Company. Although vendors have requested procurement packets every time the item was advertised for sealed bids, none have submitted bids.

Furthermore, Purchasing Department has attached recent requests for information from various vendors and none have been able to provide the product.

Therefore, Hidalgo County declares CSS technology, Inc., dba, EN-1 Roadbond Service Company as the Sole Source for the purchase of road stabilizer product/material on an as needed basis for those user departments that require it for the purpose of road construction or maintenance.

This authority to purchase this product by Hidalgo County Elected Offices, Programs or Agencies (through all funding sources) will remain in effect unless otherwise revoked by HCCC.

APPROVED

AI -48830

Purchasing Department

24. A. 4.

CC - REGULAR

Meeting Date: 03/17/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C)-an item that only be obtained from one source;

✓ B. Requesting approval of a "**Sole Source Declaration**" for **CSS Technology, Inc. d/b/a EN-1 Roadbond Service Company** for the provisions of "**EN-1 Road Stabilizer Material**" for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources) with said declaration to remain in effect unless otherwise revoked by Hidalgo County Commissioners Court;

✓ C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase **EN-1 Road Stabilizer Material** offered only from **CSS Technology, Inc. d/b/a EN-1 Roadbond Service Company** as sole sourced herein.

BACKGROUND

1. Hidalgo County has for the past 7 years has advertised a competitive procurement sealed bid for this product;
 2. Every year has resulted in a sole bid submitted and contracted;
 3. This year Purchasing and Pct. attempted seek information from possible vendors that can bid on the product but the supporting documentation confirms that a sole source in most appropriate for this product.
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Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

***Funding Source to be provided by user department within Hidalgo County as required (on an as needed basis)..

Attachments

Quotes obtained(No Bids) Do Not Have Material
Yrs 2006-2013--Sole Bid by Roadbond Svc Co

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/11/2015 05:39 PM
Budget & Management	Veronica Ortiz	03/12/2015 07:32 AM
Auditor's Office	Monica Badillo	03/13/2015 05:28 PM
Form Started By: Letty Saenz		Started On: 03/10/2015 01:24 PM
Final Approval Date: 03/13/2015		



AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 14, 2015
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 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**
- 2. Pledge of Allegiance**
- 3. Prayer**
- 4. Approval of Consent Agenda**
- 5. Open Forum**
- 6. County Judge's Office:**
 - A. AI-49003**
Proclamation Declaring April 2015 as Child Abuse Awareness and Prevention Month - proclamation urges all citizens to work together to help reduce child abuse and neglect significantly in years to come
 - B. AI-49173**
Discussion, consideration, and possible action on letters of support requested by City of Edinburg for the Transportation Alternative Program (TAP) grant applications being submitted through Hidalgo County Metropolitan Planning Organization.
 - C. AI-49301**
Letter in Support of The Renaissance Medical Foundation's application for a \$5 million U.S. Department of Labor grant to develop and deliver a healthcare professions apprenticeship program to increase the numbers of degreed nurses and other health care professionals

3. AI-49162

Pct 3 Rd. Maint. (1200):

Approval of 2015 appropriation of funds from the R&B unreserved fund balance into Pct 3 Rd. Maint. (program 005) in the amount of \$440,283.57 to fund operating expenditures.

4. AI-49292

Tax Office Scofflaw Program (1100):

Approval of 2015 appropriation of funds from the General Fund restricted Scofflaw fund balance into the Scofflaw Program (140-004) in the amount of \$125,174.57 to fund salaries & operating expenditures.

5. AI-49232

Fire Marshal (1100):

1. Approval of Certification of Revenue by County Auditor for the Fire Marshal.
2. Approval of 2015 appropriation of funds for Fire Marshal in the amount of \$1,004.68 to fund the repairs for vehicle.

E. Interfund transfers:**1. AI-49311**

Pct. 4 (1301):

Approval of 2015 interfund transfer from Pct# 4 Rd. Maint. (1200) to Emergency SRVC-Linn San Manuel (1301) in the amount of \$3,010.20.

26. Purchasing Department - Marty Salazar:

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

5. AI-49053

a. Requesting authority to advertise and approval of procurement packet (i.e., requirements, legal notice, etc.) as attached hereto for **RFQ No 2015-118-"Arbitrage Calculation Services"**-for Hidalgo County including Hidalgo County Drainage District #1 (if approved by DD#1-Board of Directors) in accordance with current inter-local agreement as attached hereto including the re-advertising of project in the event no proposals are received and project is still required.

b. Appointment and/or designation by Commissioner's Court to select/assign an evaluation committee to evaluate and score the RFQ's received for **RFQ 2015-118-05-06-YZV-"Arbitrage Calculation Services"** for Hidalgo County including Hidalgo County Drainage District #1.

6. AI-49285

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C)-an item that only be obtained from one source;

APPROVED

B. Requesting approval of a **"Sole Source"** Agreement # **C-15-121-04-14** with **CSS Technology, Inc. d/b/a EN-1 Roadbond Service Company** for the provisions of **"EN-1 Road Stabilizer Material"** for Hidalgo County (Elected Offices, Departments, Programs and/or Agencies) (all funding sources) in connection to "sole source declaration" as (approved by CC on 03/17/15, under AI-48830), subject to legals approval.

7. AI-49304

Acceptance of the responses received and graded by HC Pct. ROW Agents (evaluators) as recommended and qualified for award -"Title Report Services- Pool" and approval of contracts with Valley Land Title and So. Texas Land Investigations

B. Pct. 1

1. AI-49219

Requesting approval to purchase from awarded vendor Rush Truck Centers of Texas LP, under Contract #430-13 through the County's membership/participation with (TASB)-BuyBoard to include, but not limited to, delivery, BuyBoard fee and any other appurtenances as may be needed for the purchase of the following: (Project #15-150-OGG)

Qty	DESCRIPTION	AMOUNT
1	2015 Peterbilt Model 348 Dump Truck	\$122,793.53
1	2016 Peterbilt Model 348 Distributor	\$176,233.45
1	2015 Peterbilt 367 Hauler	\$132,646.00