
June 6, 2019

Cory Thompson, Vice President/ General Manager
Valley Caliche Products, Inc.
PO Box 1086
Mission, Texas 78573-0017

Via-fax transmittal (956) 581-9709
Via-email: thompsonvcp@gmail.com

Re: E-18-084A-03-27 "Type D Hot Mix Asphalt-Gravel Only"

Mr. Thompson:

The Purchasing Department has reviewed email received on June 6, 2019 requesting to utilize the escalation clause (as agreed under Exhibit A-Term and Conditions- Market Volatility and Unit Price Adjustments), due to the increase of manufacture/supplier(s).

After reviewing escalation clause and all submitted documents, Hidalgo County, hereby agrees on the increase on items described herein for "60 days" effective date of **June 6, 2019 and expires August 25, 2019** which will end at the 60 days extension. Attached, you will find your company's letter including your manufacturer's notice with the breakdown of items listed and increased pricing remaining under the (25%) percent ratio of original bid price.

If you require any further assistance or information regarding this matter please don't hesitate to call me at (956) 318-2626, ext. 4855.

Sincerely,



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

Cc:

Maria Arcilia (Arcy) Duran, Auditor, Hidalgo County Auditor's Office
All County Departments
All Via-Email or Hand Delivery

OFFICE
Phone: (956) 581-2751
Fax: (956) 585-6844



VALLEY
CALICHE
PRODUCTS, INC. P.O. BOX 1086 MISSION, TX 78573-0017
Crushed Caliche & Construction Aggregates

HOT MIX PLANT
(956) 581-9709
BECK PIT SCALE
(956) 585-4441

June 6, 2019

Martha Salazar
Hidalgo County Purchasing Agent
2802 S. Bus Hwy 281
Edinburg, TX 78539

Dear Ms. Salazar,

Valley Caliche Products, Inc. currently has contract C-17-132-06-27 "Type D Hot Mix Asphalt" with extension E-18-084A-03-27 through June 26, 2019. Hidalgo County has requested a 60 day extension of this contract. On April 1, 2019, Valley Caliche Products Inc. had an **increase** in cost of PG 64-22 liquid asphalt from \$440 per ton to \$465 per ton. This results in a **\$1.25 per ton increase** in our cost for Type D Hot Mix Asphalt. Our current price is \$50.28.

Valley Caliche Products, Inc. would like to request a new price of **\$51.53 per ton** for the duration of the 60 day extension.

A copy of the price increase letter for PG 64-22 liquid asphalt from the Brownsville Terminal is included with this letter. Please contact us with any questions. Thank you for our time.

Sincerely,

VALLEY CALICHE PRODUCTS, INC.

Cory Thompson

Vice President / General Manager



March 31, 2019

To: Our Valued Asphalt Customers

Effective April 1, 2019 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$455 / ton	PG64-22	\$455 / ton	PG64-22	\$455 / ton	PG64-22	\$465 / ton
PG70-22S	\$555 / ton	PG70-22S	\$555 / ton	PG70-22S	\$555 / ton	PG76-22S	\$615 / ton
PG76-22S	\$605 / ton	PG76-22S	\$605 / ton	PG76-22S	\$605 / ton		
PG58-28	\$485 / ton	AC-5	\$505 / ton	PG58-28	\$485 / ton		
AC-15P	\$620 / ton	AC-10	\$485 / ton	AC-15P	\$620 / ton		
AC-20XP	\$620 / ton	EMFL	\$490 / ton	AC-20XP	\$620 / ton		
AC-0.6	**\$580 / ton			AC-0.6	**\$580 / ton		
AC-3	**\$510 / ton			AC-10	\$485 / ton		
AC-5	\$505 / ton			MC-30	\$780 / ton		
AC-10	\$485 / ton			RC-250	\$720 / ton		
MC-30	\$780 / ton			AC-5	\$505 / ton		
RC-250	\$720 / ton						

** Recent changes in TXDOT specifications have limited the use of certain lighter blend stocks in all asphalt grades. This has resulted in higher replacement costs for suitable lower viscosity alternatives used in these products.

**The products listed are subject to availability and daily rack prices may change at any time. We appreciate your business as always, and if you have any questions, please feel free to contact the Valero Marketing Manager for your area.

Houston - Sidney Pujol (225-603-3602) or Kyle Walker (281-415-1126)

Corpus Christi / Brownsville – Johnnie Goodman (361-442-3909) / Rick Rodgers (361-815-8982)

Thank You

Sidney Pujol
 Sr. Mgr. - Gulf Coast Asphalt Marketing
 225-603-3602 - Phone
 210-370-4455 - Fax
sidney.pujol@valero.com

CC: Michael Worth – VMSC Executive Director - Asphalt Marketing And Supply



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

February 28, 2019

Effective April 01, 2019

Cory Thompson, Vice President
Valley Caliche Products, Inc.
P.O. Box 1086.
Mission, Texas 78573
Ph. (956) 581-2751

Email: valleycaliche@aol.com

Re: Increase Request
Valley Caliche Products, Inc. Contract # E-18-084A-03-27- "Type D -Hot Mix Asphalt- Gravel - Only" (on as needed basis) -Hidalgo County.

Dear Mr. Thompson:

The Purchasing Department has reviewed your letter requesting to utilize the escalation clause under agreement # E-18-084A-03-27 for "Type D -Hot Mix Asphalt- Gravel - Only" as (specified on page 3 of 4, Exhibit A- Specifications - Market Volatility and Unit Price Adjustments), due to increased pricing by your manufacturers/supplier(s).

After reviewing the escalation clause and all documents, Hidalgo County, hereby agrees to the changed increase(s) on items described herein for "QUARTERLY PERIOD"- effective, APRIL 01, 2019, expiring, JUNE 30, 2019 under Contract# E-18-084A-03-27- "Type D -Hot Mix Asphalt- Gravel - (Only)" (on as needed basis) for **Hidalgo County**. Attached, you will find your company's letter including your manufacturer's notice with breakdown of items listed and increased pricing remaining under the (25%) percent ratio.

****PLEASE NOTE:** increased pricing will return back to its "ORIGINAL CONTRACT PRICE" on AUGUST 01, 2019, unless Valley Caliche Products, Inc., provides the County with written notice [ten (10) days] prior to the expiration date of the "quarter period", that the company desires to continue with the price increase(s) for the following quarter, but in no event to exceed the twenty-five (25%) percent ratio of the original bid/contracted price during the contract term.

If you require any further assistance or information regarding this matter do not hesitate to contact me at (956) 292-7000 x-4860.

Respectively,

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

cc: Hidalgo County
Auditor's Office File

OFFICE
Phone: (956) 581-2751
Fax: (956) 585-6844

HOT MIX PLANT
(956) 581-9709
BECK PIT SCALE
(956) 585-4441



VALLEY
CALICHE
PRODUCTS, INC. P.O. BOX 1086 MISSION, TX 78573-0017
Crushed Caliche & Construction Aggregates

March 1, 2019

Martha Salazar
Hidalgo County Purchasing Agent
2802 S. Bus Hwy 281
Edinburg, TX 78539

Dear Ms. Salazar,

Valley Caliche Products, Inc currently has contract C-17-132-06-27 "Type D Hot Mix Asphalt" with extension E-18-084A-03-27 through June 26, 2019. On March 1, 2019, Valley Caliche Products, Inc. had an **increase** in cost of PG 64-22 liquid asphalt from \$390 per ton to \$440 per ton. This results in a **\$2.50 per ton increase** in our cost per ton of Type D Hot Mix Asphalt. Our current price is \$47.78

Valley Caliche Products, Inc. would like to request a new price of **\$50.28 per ton.**

Please contact us with any questions. Thank you for your time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cory Thompson".

VALLEY CALICHE PRODUCTS, INC.

Cory Thompson

Vice President / General Manager

From: Goodman, Johnie Johnie.Goodman@valero.com
Subject: Valero price letter
Date: February 27, 2019 at 6:00 PM
To: Undisclosed recipients;



Dear Valued customer

Please see attached Valero new price letter effective March 1, 2019. Below are a few points that are forcing the prices to go up. If you have any questions, feel free to give me a call.

I just wanted to give you a heads up on what we are seeing for the Gulf Coast asphalt market in the short term.

Venezuela, Iran, and OPEC cuts have all compressed the heavy, medium sour differentials and clean product cracks are under pressure (specifically gasoline), pushing the break-evens for asphalt higher. Medium sour crudes, the incremental crude, is probably \$3 - \$4.00/bbl. more expensive than October. Also, high sulfur fuel oil (HSFO) is currently pricing nearly 99% of Brent crude as both Mexico and Venezuela fuel oil production is limited by processing issues. As a result this is supporting the value of asphalt as more bottoms go into fuel oil to meet the demand for that alternative.

In order for GC refineries to run the incremental crude that is conducive to both the quality for asphalt specifications and yield for demand, refiners are having to seek alternative crude sources, other than those previously mentioned, which are either higher in cost or logistically harder to obtain than the currently available lighter crudes that are easier to acquire and more economically feasible at this point. Many refineries on the Gulf Coast are designed to run a heavier crude slate and operationally unable to take advantage of lighter, currently cheaper, and readily available crude sources.

There is also a lot of interest for asphalt export sales which is further pressuring the domestic retail (rack) side of the business to increase prices to keep those barrels at home. The Husky Refining outage in Superior, WI has other northern refiners filling gaps and hindering asphalt shipments to the South, while heavy Canadian crude that typically yields more asphalt is plagued with logistical constraints and not making its way to the GC in any significant volume to make a difference.

In a nutshell, it appears that higher rack asphalt prices on the Gulf Coast are imminent and will have to go up enough to justify running the type of crude to make it, as well as compete with other alternatives that consume asphalt such as HSFO. GC waterborne barge prices have jumped up considerably over the past few weeks, so replacement costs for re-sellers are going to be much higher than year-end 2018. I would think that pent up demand due to a very wet fall and winter in the South will turn loose as the weather begins to normalize, and if crude conditions persist through the spring and summer, then this will put more pressure on asphalt prices as demand rises.

Hope this helps with some forward planning, and if you need anything just give me a shout.

Thank You
Johnie Goodman
Valero Marketing & Supply



February 28, 2019

To: Our Valued Asphalt Customers

Effective March 1, 2019 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$430 / ton	PG64-22	\$430 / ton	PG64-22	\$430 / ton	PG64-22	\$440 / ton
PG70-22S	\$530 / ton	PG70-22S	\$530 / ton	PG70-22S	\$530 / ton	PG70-22S	\$530 / ton
PG76-22S	\$580 / ton	PG76-22S	\$580 / ton	PG76-22S	\$580 / ton		
PG58-28	\$460 / ton	AC-5	\$480 / ton	PG58-28	\$460 / ton		
AC-15P	\$595 / ton	AC-10	\$460 / ton	AC-15P	\$595 / ton		
AC-20XP	\$595 / ton	ENFL	\$480 / ton	AC-20XP	\$595 / ton		
AC-0.8	**\$655 / ton			AC-0.8	**\$555 / ton		
AC-3	**\$485 / ton			AC-10	\$460 / ton		
AC-5	\$480 / ton			MC-30	\$755 / ton		
AC-10	\$460 / ton			RC-250	\$695 / ton		
MC-30	\$755 / ton			AC-5	\$480 / ton		
RC-250	\$695 / ton						

Due to current DOT specifications, we have limited the use of certain lighter blend stocks in all asphalt grades. This has resulted in higher replacement costs for suitable lower viscosity alternatives used in these products.

**The products listed are subject to availability and daily rack prices may change at any time. We appreciate your business as always, and if you have any questions, please feel free to contact the Valero Marketing Manager for your area.

Houston - Sidney Pujol (225-603-3602) or Kyle Walker (281-415-1126)

Corpus Christi / Brownsville – Johnie Goodman (361-442-3909) / Rick Rodgers (361-815-8982)

Thank You

Sidney Pujol
 Sr. Mgr. - Gulf Coast Asphalt Marketing
 225-603-3602 - Phone
 210-370-4455 - Fax
sidney.pujol@valero.com

CC: Michael Worth – VMSC Executive Director - Asphalt Marketing And Supply

OFFICE
Phone: (956) 581-2751
Fax: (956) 585-6844



VALLEY
CALICHE
PRODUCTS, INC. P.O. BOX 1086 MISSION, TX 78573-0017
Crushed Caliche & Construction Aggregates

HOT MIX PLANT
(956) 581-9709
BECK PIT SCALE
(956) 585-4441

December 27, 2018

Martha Salazar
Hidalgo County Purchasing Agent
2802 S. Bus Hwy 281
Edinburg, TX 78539

Dear Ms. Salazar,

Valley Caliche Products, Inc currently has contract C-17-132-06-27 "Type D Hot Mix Asphalt" with extension E-18-084A-03-27 through June 26, 2019. On December 24, 2018, Valley Caliche Products, Inc. had a **decrease** in cost of PG 64-22 liquid asphalt from \$430 per ton to \$390 per ton. This results in a **\$2.00 per ton decrease** in our cost per ton of Type D Hot Mix Asphalt. Our current price is \$49.78.

Valley Caliche Products, Inc. would like to request a new price of **\$47.78 per ton.**

Please contact us with any questions. Thank you for your time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cory Thompson", is written over a horizontal line.

VALLEY CALICHE PRODUCTS, INC.

Cory Thompson

Vice President / General Manager

OFFICE
Phone: (956) 581-2751
Fax: (956) 585-6844



VALLEY
CALICHE
PRODUCTS, INC. P.O. BOX 1086 MISSION, TX 78573-0017
Crushed Caliche & Construction Aggregates

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BECK PIT SCALE
(956) 585-4441

December 3, 2018

Martha Salazar
Hidalgo County Purchasing Agent
2802 S. Bus Hwy 281
Edinburg, TX 78539

Dear Ms. Salazar,

Valley Caliche Products, Inc currently has contract C-17-132-06-27 "Type D Hot Mix Asphalt" with extension E-18-084A-03-27 through June 26, 2019. On December 3, 2018, Valley Caliche Products, Inc. had a **decrease** in cost of PG 64-22 liquid asphalt from \$455 per ton to \$430 per ton. This results in a **\$1.25 per ton decrease** in our cost per ton of Type D Hot Mix Asphalt. Our current price is \$51.03.

Valley Caliche Products, Inc. would like to request a new price of **\$49.78 per ton.**

Please contact us with any questions. Thank you for your time on this manner.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cory Thompson', is written over a horizontal line.

VALLEY CALICHE PRODUCTS, INC.

Cory Thompson

Vice President / General Manager



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

September 14, 2018

Cory Thompson, Vice President
Valley Caliche Products, Inc.
P.O. Box 1086.
Mission, Texas 78573
Ph. (956) 581-2751

Email: valleycaliche@aol.com

Re: Increase Request
Valley Caliche Products, Inc. Contract # E-18-084A-03-27- "Type D –Hot Mix Asphalt- Gravel – Only" (on as needed basis) -Hidalgo County.

Dear Mr. Thompson:


The Purchasing Department has reviewed your letter requesting to utilize the escalation clause under agreement # E-18-084A-03-27 for "Type D –Hot Mix Asphalt- Gravel – Only" as (specified on page 3 of 4, Exhibit A- Specifications - Market Volatility and Unit Price Adjustments), due to increased pricing by your manufacturers/supplier(s).

After reviewing the escalation clause and all documents, Hidalgo County, hereby agrees to the changed increase(s) on items described herein for "QUARTERLY PERIOD"- effective, OCTOBER 01, 2018, expiring, DECEMBER 31, 2018 under Contract# E-18-084A-03-27- "Type D –Hot Mix Asphalt- Gravel –Only" (on as needed basis) for Hidalgo County. Attached, you will find your company's letter including your manufacturer's notice with breakdown of items listed and increased pricing remaining under the (25%) percent ratio.

****PLEASE NOTE:** increased pricing will return back to its "ORIGINAL CONTRACT PRICE" on JANUARY 01, 2019, unless Valley Caliche Products, Inc., provides the County with written notice [ten (10) days] prior to the expiration date of the "quarter period", that the company desires to continue with the price increase(s) for the following quarter, but in no event to exceed the twenty-five (25%) percent ratio of the original bid/contracted price during the contract term.

If you require any further assistance or information regarding this matter do not hesitate to contact me at (956) 292-7000 x-4860.

Respectively,


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

cc: Hidalgo County
Auditor's Office File

OFFICE
Phone: (956) 581-2751
Fax: (956) 585-6844



VALLEY
CALICHE
PRODUCTS, INC. P.O. BOX 1086 MISSION, TX 78573-0017
Crushed Caliche & Construction Aggregates



HOT MIX PLANT
(956) 581-9709
BECK PIT SCALE
(956) 585-4441

September 14, 2018

Martha Salazar
Hidalgo County Purchasing Agent
2802 S. Bus Hwy 281
Edinburg, TX 78539

Dear Ms. Salazar,

Valley Caliche Products, Inc currently has contract C-17-132-06-27 "Type D Hot Mix Asphalt" with extension E-18-084A-03-27 through June 26, 2019. On August 7, 2018, Valley Caliche Products, Inc. requested a price increase for the Type D Hot Mix Asphalt due to our increase in cost PG 64-22 liquid asphalt. Original price was bid at \$44.78 per ton. After the increase that was approved by Hidalgo County, the price went up to \$51.03 per ton.

Valley Caliche Products, Inc. has not had any increases or decreases in the cost of PG 64-22 liquid asphalt. Therefore, we request to continue at the price of \$51.03 per ton going into October 2018. Hidalgo County will be notified immediately should any changes in our production costs occur.

Please contact us with any questions. Thank you for your time on this manner.

Sincerely,

VALLEY CALICHE PRODUCTS, INC.

Cory Thompson

Vice President / General Manager

From: **Goodman, Johnie** Johnie.Goodman@valero.com
Subject: Valero asphalt pricing
Date: September 14, 2018 at 11:26 AM
To: Corey Thompson (ValleyCaliche@AOL.com) ValleyCaliche@AOL.com



Hello Corey

The last price increase Valero had was August 1, 2018. PG 64-22 is \$455 ton fob Brownsville. I do not anticipate having any further changes in the near future. If I have any changes, I will contact you. If you have any questions, feel free to give me a call.

Thank You

Johnie Goodman

Valero Marketing & Supply



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

March 14, 2018

E-18-084A - 03 - 27
June 27, 2018 - June 26, 2019

Valley Caliche Products, Inc.
Mr. Cory Thompson, Vice President
3656 Iowa Rd/3 Mi. Line Iowa Rd West
Mission, Texas 78574
P (956) 581-2751 F (956) 585-6844

Via email: thompsonvcp@gmail.com

Re: HB Form 1295 Required/Renewal/Extension Notice
C-17-132-06-27 - "Type D Hot Mix Asphalt - Gravel-Only"- Hidalgo County Precincts 1-4

Dear Mr. Thompson:

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

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

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

In **box 3** of **Form 1295**, provide **CONTRACT No. E-18-084A**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on April 03, 2018**, the signed "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed and sent via email to: sandy.suarez@co.hidalgo.tx.us or fax to (956) 292-7612, **by no later than Wednesday, March 20, 2018**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295, may result in delay of award.

Please acknowledge receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, by no later than date reflected above.

By: _____

Date: 3-16-18

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sgs
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:
2018-326750

Date Filed:
03/16/2018

Date Acknowledged:

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

Valley Caliche Products, Inc.
Mission, 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

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-18-084A
Type D Hotmix Asphalt

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



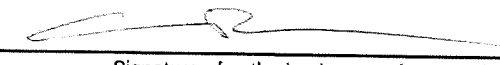
6 UNSWORN DECLARATION

My name is Cory Thompson, and my date of birth is April 13, 1985.

My address is PO Box 1086, Mission, TX, 78573, US.
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of Texas, on the 16th day of March, 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2018-326750

Date Filed:
 03/16/2018

Date Acknowledged:
 03/16/2018

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

Valley Caliche Products, Inc.
 Mission, 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

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-18-084A
 Type D Hotmix Asphalt

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2018

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

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

PRODUCER American Casualty Insurance Agency 111 W 6th St Taylor TX 76574		CONTACT NAME: Pam Baer PHONE (A/C, No, Ext): (956) 423-1147 E-MAIL ADDRESS: Pam.Baer@acitx.com FAX (A/C, No): (512) 973-8754	
INSURED Valley Caliche Products, Inc. PO Box 1086 Mission TX 78573		INSURER(S) AFFORDING COVERAGE INSURER A: CHARTER OAK FIRE INSURANCE CO. NAIC # 25615 INSURER B: TEXAS MUTUAL INSURANCE COMPANY 22945 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			660-7G99139A	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							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
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-7G99139A	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	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 <input checked="" type="checkbox"/> N	N/A	0001306404	05/11/2017	05/11/2018	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Purchasing Dept. 2802 South Bus. Highway 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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Approval of Application for Payment No. 10 in the amount of \$15,155.07 for the Pct 2 Regional Linear Park project submitted by contractor, Clore Construction, LLC through Contract C-16-378-02-21 and as reviewed by project engineer, Ricardo Gallaga, P.E.

F. **AI-64231** Requesting acceptance and approval of Invoice No. 18023 in the amount of \$47,472.95 as submitted by project engineer, Javier Hinojosa Engineering provided under Contract# C-CAP-18-051-02-27 WA No. 1 for Barboza Lopez #2 Subdivision, Big John Subdivision, Martin Subdivision and Val Verde Subdivision.

G. **AI-64227** Approval to enter into a 36 month Capital Lease with G.E. Capital Information Technology Solutions, dba, Ricoh USA, for the HC Department of Health and Human Services.

Department	REQ#	Months	Model	Monthly Payment
Health & Human Services	367337	36	MP7503SP	\$462.95

H. **AI-63898** Recommending approval for HC to exercise the sixty (60) day extension for contract #E-17-166-05-30 for "General Printing Services and Related Supplies" while procurement process is completed and processed, at the same rate, term and conditions, extension effective June 15, 2018 through August 13, 2018.

I. **AI-64086** Requesting authority to exercise the option to renew/extend the following contracts as stipulated and provided in the contracts under the same rates, terms, and conditions for: E-18-071-03-27 Linebarger Goggan Blair & Sampson, Executive Office "Lease of Office Space - Edcouch Elsa" for an additional One (1) year.

J. **AI-64116** Requesting authority to exercise the first one (1) year [of 2-1 year options possible] extension [as provided in current contract] under #C-17-053-05-16 for: "Striping of County Roads, County Owned Parking Lots & Misc County Owned Sites" [on an as needed basis] for HIDALGO COUNTY [under the same rates, terms and conditions] with Pavement Markings, Inc.

K. **AI-64155** Requesting authority to exercise the option to renew current contract for an additional one (1) year term, as stated for "Type D Hot Mix Asphalt-Gravel-only", on an "as needed basis" for Hidalgo County [under the same rates, terms and conditions] with Valley Caliche Products, Inc. E-18-084A-03-27 effective June 27, 2018 through June 26, 2019.

L. **AI-64157** Approval to exercise the County's option to extend the first [of 2/1 year term options] under contract #C-17-038-04-05 with Purpose Driven Polygraph Investigative Consultants, LLC for "Polygraph Examiners for Pre-Employment, Criminal and Suitability (on an as needed basis) for Hidalgo County Sheriff's Office under the same rates, terms & conditions.

M. **AI-64110** Constable Precinct #4:
Requesting approval for the destruction (through the Hidalgo County Sheriff's Office) of salvaged departmental uniforms, gear and/or equipment in the interest of safety and security against possible misuse of said items since the majority of the items contain department logo. Items have been considered obsolete/worn and/or have failed to operate.



**CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
March 27, 2018
9:30 A.M.**

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

**NOTICE TO THE PUBLIC
CONSENT AGENDA**

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

1. ✓ **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
2. ✓ **Auditor's Office:**
 - A. Presentation of Fund Information Report
3. ✓ **2018 Intradepartmental Transfers:**
 - A. AI-64220 2018 - Constable Pct. 1 (1100)
 - B. AI-64224 2018 - Pct. 3 Adm. (1200)
 - C. AI-64184 2018 - Tax Office (1100)
 - D. AI-64209 2018 - Elections (1100)
 - E. AI-64197 2018 - Constable Pct. 2 (1100)
4. ✓ **2018 Interdepartmental Transfers:**
 - A. AI-64248 Acceptance and approval of 2018 interdepartmental transfer from Pct.4 Milo Ponce Park (program 191) to Pct.4 Parks (program 009) and Pct.4 CRC (program 186) in the amount of \$9,825.00.
 - B. AI-64233 Approval of 2018 interdepartmental transfer from fund 1350 prog(184, 223, 231, 235) to prog(251) in the amount of \$24,000.00

Approved

AI-64155
CC CONSENT

Purchasing Department 11. K.
Hidalgo County

Meeting Date: 03/27/2018

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the option to renew current contract for an additional one (1) year term, as stated for "Type D Hot Mix Asphalt-Gravel-only", on an "as needed basis" for Hidalgo County [under the same rates, terms and conditions] with Valley Caliche Products, Inc. E-18-084A-03-27 effective June 27, 2018 through June 26, 2019.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2018

ACCT. #: obj. 610 General Supplies

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Goods/Services are on an "as needed basis". Funding source is obj. 610 (General Supplies); this contract is mainly used by Precincts. Please refer to attached expense report as of 3-22-18 for funding availability.

Attachments

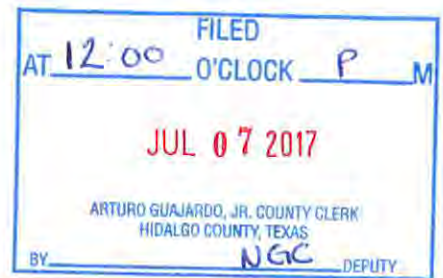
Complete renewal Packet-COI-Agreement

SAM.gov verification

Obj. 610 Gen. Supp. Exp. Report

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/21/2018 10:19 AM
Budget & Management	Veronica Ortiz	03/21/2018 10:59 AM
Ivan Cantu	Ivan Cantu	03/22/2018 08:52 AM
Final Approval	Monica Salinas	03/23/2018 04:58 PM
Form Started By: Sandy Suarez		Started On: 03/16/2018 11:28 AM
Final Approval Date: 03/23/2018		



REQUIREMENTS AGREEMENT
C-17-132-06-27

THIS AGREEMENT (the "Agreement") is entered into as of the 27th day of **June, 2017** by and between **Valley Caliche Products, Inc.** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **Type D Hot Mix -[GRAVEL ONLY]**, as further described in Exhibit "A" the Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year for **Precincts 1-2-3-4**;

WHEREAS, Seller has submitted a bid to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain Products, as described herein.

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 the **Type D Hot Mix -[GRAVEL ONLY]** (the "Product") listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year**, with the Buyer's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This agreement shall commence on **June 27, 2017** and expires on **June 26, 2018** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products 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 Products required.

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.

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,

- 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 Contract.
- 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 of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).
- o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

p. **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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, 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 Hidalgo County.

(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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

q. **Nondiscrimination:** Seller, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

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

Approved By Commissioners Court: June 27, 2017.

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

By: [Signature]
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:



[Signature]
Arturo Guajardo Jr., County Clerk

By: [Signature]
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 6/27/17 MB

COMPANY:
VALLEY CALICHE PRODUCTS, INC.

By: [Signature]
Printed Name: Cory Thompson
Title: Vice President

EXHIBIT "A"
REQUEST FOR BID (RFB) PROCUREMENT PACKET



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

May 18, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Bids –“TYPE D HOT MIX ASPHALT – GRAVEL (ONLY)”
RFB Bid No: 2017-132-05-31-SGS

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4860.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs
Enclosures



HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR BIDS (RFB)
HIDALGO COUNTY
(all funding sources, programs & entities)
“TYPE D HOT MIX ASPHALT- GRAVEL (ONLY)”
RFB NO: 2017-132-05-31-SGS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Table of Contents	1
3.	Request for Bid, Legal Notice	8
4.	Exhibit A, Specifications	4
5.	Exhibit B, Bid Page	1
6.	Exhibit C, Insurance Requirements	4
7.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	2
8.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
9.	Exhibit F, Certification Regarding Debarment	1
10.	Exhibit G, Title VI Appendices “A” through “E”	6
10.	RFB Submittal Checklist	1
11.	Draft Contract	8

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

05/18/17

Date

Revised 09/13/16

Bid No:2017-132-05-31-SGS

Buyer : SANDY SUAREZ

Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY “TPE D HOT MIX ASPHALT - GRAVEL (ONLY)

BID OPENING DATE

MAY 31, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626



1. Sealed bids will be received for **"HIDALGO COUNTY-"TYPE D HOT MIX ASPHALT – GRAVEL (ONLY)"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.:2017-132-05-31-SGS"-HIDALGO COUNTY"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MAY 31, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB NO.: 2017-132-05-31-SGS-"HIDALGO COUNTY-"TYPE D HOT MIX ASPHALT - GRAVEL (ONLY)"**. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See page 8);
 2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
 3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
 4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
 5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
 6. Certification Regarding Debarment (See **Exhibit "F"**); and
 7. SAMS.gov Registration Acknowledgement (See Number 18 below).
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, and life cycle, warranties, and customer service after a sale.
 4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
 5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all Bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)

- d) Notation - “HIDALGO COUNTY -“TYPE D HOT MIX ASPHALT - GRAVEL (ONLY)”.
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) Contract number must be indicated on all invoices
- . Discount payments will be considered when offered.
 - . Contact person for Billing and Payment questions:

Hidalgo County Auditor’s Office
2808 S. Bus Hwy 281
Edinburg, TX 78542
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	<u>MAY 31, 2017</u>
Award of Contract	<u> , 2017</u>
Commence Work or Deliver Products	<u> , 2017</u>

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications

19. TITLE VI NOTICE/ NONDISCRIMINATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G"**.

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:

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

21. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit F, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement

applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-132), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

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

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.
24. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
25. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be

entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
“TYPE D HOT MIX ASPHALT - GRAVEL (ONLY)”
BID NO.: 2017-132-05-31-SGS

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"TYPE D HOT MIX ASPHALT-GRAVEL (ONLY)"
BID NO.: 2017-132-05-31-SGS

PROJECT OVERVIEW:

Hidalgo County is seeking an annual contract with a qualified vendor(s), to supply "Type D Hot Mix Asphalt – Gravel (Only)". All purchases will be on an "as needed basis" only and shall conform to the TxDot Standard Specifications adopted in 2014, for Item 341, Dense-Grade Hot Mix Asphalt. As per Specifications / Requirements stated here in, but not limited to the following.

SCOPE:

This item shall govern the furnishing and loading of Type "D" HMAC-GRAVEL.

MATERIAL AND DESIGN:

1. The material and production shall be in accordance to TxDOT 2014 Standard Specifications for Item 341 "Dense-Graded Hot Mix Asphalt".
2. The Coarse Aggregate, shall be Gravel
3. Recycled Asphalt Pavement (RAP) or Recycled Asphalt Shingles (RAS) will not be allowed in the Mix Design.
4. The Asphalt Binder Content shall be 5% (+/- 0.2). The Mix shall be designed by a Certified Level II HMA Specialist and noted on the Mixture Design.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

- 1 It is intended that the amount of "TYPE D HOT MIX ASPHALT-GRAVEL" needed by Hidalgo County will be purchased on an "as needed basis". It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.
- 2 The **COMPLETE** Mixture Design (Combined Gradation, Material Properties and Summary Sheet) shall be included in the bid package.
- 3 BID PRICE SHALL BE PER TON
- 4 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.
- 5 When requested, samples shall be furnished free of expense to Hidalgo County.
- 6 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
- 7 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.

- 8 It is expressly understood and agreed that in case Hidalgo County should need **“TYPE D HOT MIX ASPHALT- GRAVEL”** and it’s not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor’s prices do not conform to public pricing.
- 9 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.
- 10 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.
- 11 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.
- 12 Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County
- 13 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action
- 14 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.
- 15 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day’s written notice prior to cancellation.
- 16 **All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**
- 17 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
- 18 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.
- 19 Hidalgo County may utilize **“State Awarded Contracts”** when it is in the County best interest to do so.
- 20 Insurance Certificates (Exhibit “C”) must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.
- 21 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned

by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

- 22 The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the

Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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 S. Bus. Hwy. 281, Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, TUESDAY, MAY 23, 2017 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, WEDNESDAY, MAY 25, 2017 by 12:00 P.M.**

HIDALGO COUNTY EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT – GRAVEL (ONLY)"
BID NO.: 2017-132-05-31-SGS
BID PAGE

HMA- shall be in accordance to TxDOT 2014 Standard Specifications, for Item 341 "Dense-Graded Hot Mix Asphalt".
As per Specifications (Exhibit A) and shall not contain RAP or RAS.

BID PRICE PER TON- (GRAVEL): \$ _____

PHYSICAL LOCATION OF PIT(S): _____

Internal use only- Commodity Code: 745-21 Asphaltic Concrete Hot Laid including Bituminous Materials

BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

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.

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the Instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																					
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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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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 exemption 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 exemption 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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 9832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession
- 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 6 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(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 2.

*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, 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 (TIGTA) 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.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
TYPE D HOT MIX ASPHALT – GRAVEL (ONLY)

RFB No.: 2017-132-05-31-SGS

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- _____ Page 8 of Legal Notice
- _____ Exhibit "B" Bid Page
- _____ Exhibit "C" -Acknowledgement forms
- _____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)
- _____ Exhibit "E" Vendor Bidder Applications and IRS form W-9
- _____ Exhibit "F" Certification Regarding Debarment
- _____ SAMS.gov Registration Acknowledgement www.sam.gov
- _____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL (ONLY)"
BID NO.: 2017-132-05-31-SGS
BID PAGE

HMA- shall be in accordance to TxDOT 2014 Standard Specifications, for Item 341 "Dense-Graded Hot Mix Asphalt".
As per Specifications (Exhibit A) and shall not contain RAP or RAS.

FORTY-FOUR DOLLARS
AND SEVENTY-EIGHT
CENTS PER TON,
F.O.B. PLANT.

BID PRICE PER TON- (GRAVEL): \$ 44.78 PER TON F.O.B. PLANT.

PHYSICAL LOCATION OF PIT(S): 3656 IOWA ROAD, MISSION, TX 78574
SOUTH ON IOWA ROAD FROM THE INTERSECTION
OF F.M. 1924 (THREE-MILE-LINE) AND IOWA ROAD.

Internal use only- Commodity Code: 745-21 Asphaltic Concrete Hot Laid including Bituminous Materials

BIDDERS INFORMATION

BIDDER/COMPANY NAME: VALLEY CALICHE PRODUCTS, INC.
ADDRESS: P.O. BOX 1086
CITY/STATE/ZIP: MISSION, TEXAS 78573
PHONE NO/FAX NO: (956) 581-2751 (956) 585-6844
CELL PHONE NO: _____
E-MAIL ADDRESS: valleycaliche@aol.com
AUTHORIZED SIGNATURE: [Signature]
TITLE: VICE PRESIDENT

OPENED
9:16 5-31-17

Witnessed

[Signature]

EXHIBIT "C"
CERTIFICATE OF INSURANCE

Auto

3. AI-60335

APPROVED

Presentation of bids received and awarding to the vendor Valley Caliche Products submitting the bid lowest and best bid [using TxLGC 262.027(e)] to the County with approval of contract for the Request for Bid titled: Hidalgo County-"Type D Hot Mix Asphalt - Gravel (ONLY) through project No.: 2017-132-05-31-SGS.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

*✓ DRS
2/6/17*

B.

Pct. 1

1. AI-60433

Approval of the following with Asago Construction contractor vendor for FEMA Road & Drainage Improvements - Mile 8 North Road as submitted by project engineer LeFevre Engineering [C-16-361-11-01].
A. Ratification of Change Order No. 1 as recommended by LeFevre Engineering with increase of fourteen (14) calendar/working days.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

B. Approval of Certificate of Substantial Completion as submitted by Asago Construction contracted vendor for FEMA Road & Drainage Improvements for project Mile 8 North Road.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

C. Acceptance and approval of Application for Payment No. 2 (Final) in the amount of \$81,851.59 as submitted by Asago Construction contracted vendor for FEMA Road & Drainage Improvements for Mile 8 North Road as certified by project engineer LeFevre Engineering under Contract# [C-16-361-11-01].

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

SPECIAL MEETING - June 27, 2017

BE IT REMEMBERED, that on this 27th day of June 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:

June 27, 2017



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
June 27, 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:

1. Roll Call

Commissioner Joseph Palacios was not present during roll call.

2. Pledge of Allegiance

The judge led the courtroom in reciting the Pledge of Allegiance.

3. Prayer

Julia Sullivan led the courtroom in Prayer.

Judge Garcia directed the courtroom in a moment of silence in honor of Gunner's Mate 2nd Class Noe Hernandez of Weslaco, Texas.

The judge also acknowledged a dedication ceremony in honor of Patrol Aircraft Ernesto Alanis.

4. Approval of Consent Agenda

The court moved to approve the consent agenda with the exception of Items.5.B. and 11.A - C.

5. County Judge's Office:

- A. AI-60477** Discussion and approval to designate Pharr Original Townsite as a Colonia and authorize County Judge Ramon Garcia to submit letter on the designation.

Michael Leo explained that Proyecto Azteca completed projects in the Pharr original townsite area. According to Leo, two weeks ago they met in precinct 2 with all the parties involved. The organization received some funds from a USDA rural development grant, to either construct or reconstruct homes for very low income families. It is stipulated that the funds can only be use in areas that are designated as colonias or rural areas. However, because the Pharr townsite is not currently dedicated

Purchasing Department - Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE 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. Hidalgo County

1. **AI-60423** Discussion on exploring the possible use of a Real Time On-line Auction Services Provider as an additional resource/option for Hidalgo County's current sale of tax foreclosure properties conducted by the county's delinquent tax collection firm.

Martha Salazar informed that this is a program that has been introduced to the county which could possibly provide more participants. This would be at the cost of the bidder. There're several counties looking into it but no one has finished it up, rules are still pending. It would be put out as an RFP, simultaneous to the auctions at the courthouse and in real time. Again, there is a fee associated to the bidder that would be included in the RFP.

According to Salazar, Cameron County is in the process of having the tax assessor review and draft the rules.

Commissioner Palacios joined the meeting.

Commissioner Cantu commented that some those fees might scare away some buyers if they don't want to pay fees.

Court proceeded to Item. 16.A.

2. **AI-60461** Presentation for discussion, consideration, action and approval of 2nd Amendment to Letter of Engagement with Porter Hedges, LLP with regard to the scope of legal services, including but not limited to other professional & consulting services for New Courthouse Project as attached with details herein.

Commissioner Palacios stepped away from the meeting.

Martha Salazar explained that this is for consulting services that Mr. Hawkins would need specifically to assist him. Michael Leo added that the scope would stay the same, this just clarifies Bob Brook's as the consultant has other team members in the project. Therefore, this would basically identify team members by name.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously