

**REQUIREMENTS AGREEMENT**  
**C-14-324A-12-02**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **2<sup>nd</sup>** day of **December, 2014** by and between **A to Z Tire & Battery, Inc.** ("Seller") and Hidalgo County, Texas ("Buyer").

**WHEREAS**, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** including **All Other Hidalgo County Law Enforcement Agencies** for **- "Purchase of Tires (ONLY) and (NOT) Including Installation and other Related Services" (on an as needed basis)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

**WHEREAS**, Seller has submitted a proposal 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 of the Products, as herein after described.

**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, all of the Products 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 a **one (1) year** with the County's option to extend/renew for an additional two (2) one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, 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 Contract shall commence on **December 6, 2014** and expire on **December 5, 2015** 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. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set

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

4. General Provisions.

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

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

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

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

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

If to Buyer:

Hidalgo County  
Attention: County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

If to Seller:

**A to Z Tire & Battery, Inc.**

Attn: Phillip Nussbaum, President  
812 S.W. 4<sup>th</sup> Avenue (or) P.O. Box 9138  
Amarillo, Texas 79105-9138

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

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

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

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

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

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

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

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

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

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

o. **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

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

Approved By Commissioners Court: December 2, 2014

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

By: [Signature]  
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By: Ramon Garcia  
Ramon Garcia, County Judge

**ATTEST:**

[Signature]  
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court  
on 12-2-14 RD

**COMPANY: A to Z Tire & Battery, Inc.**

By: [Signature]  
Printed Name: Phillip Nussbaum  
Title: President

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



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

September 15, 2014

Participant's name

Address

City

State, Zip Code

Re: Hidalgo County Sheriff's Office

Request for Bids—"Purchase of Tires- Purchase of Tires-Including Installation and Other Related Services"

Bid No: 2014-324-10-01-SMA

Dear Prospective Bidders:

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

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

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

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS:sma  
Enclosures



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

## REQUEST FOR BIDS (RFB)

### HIDALGO COUNTY SHERIFF'S OFFICE *"Purchase of Tires Including Installation and Other Related Services"*

Bid No: 2014-324-10-01-SMA

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The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us), and advise of missing documentation.

Thank you.

  
Martha L. Salazar, CPPB, Purchasing Agent

September 15, 2014

Date

<b>Bid No: 2014-324-10-01-SMA</b>	<b>Buyer: Sandra Montalvo</b>	<b>Tel. No: (956) 318-2626-ext 4865</b>
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# **REQUEST FOR BIDS**

## **HIDALGO COUNTY SHERIFF'S OFFICE**

***“Purchase of Tires  
Including Installation and Other Related Services”***

**BID OPENING DATE: October 01, 2014 @ 9:30 A.M.**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical location: 2802 S. Business Highway 281 - Administration Building  
Postal/Mailing: 2812 S. Business Highway 281  
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for "HIDALGO COUNTY SHERIFF'S OFFICE - Purchase of Tires-Including Installation and Other Related Services" in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/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. 2014-324-10-01-SMA-Hidalgo County Sheriff's Office-*Purchase of Tires-Including Installation and Other Related Services*" and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30a.m., WEDNESDAY October 01, 2014.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2014-324-10-01-SMA-Hidalgo County Sheriff's Office-Purchase of Tires-Including Installation and Other Related Services**"

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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 SHERIFF'S OFFICE -Purchase of Tires-Including Installation and Other Related Services"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Attn: Elizabeth Cano-Accounts Payable Supervisor  
 HIDALGO COUNTY AUDITOR'S OFFICE  
 2802 S. BUSINESS HWY 281  
 Edinburg, Texas 78539  
 956-318-2511

17. **SCHEDULE OF EVENTS**

<b>Bid Opening, 9:30 AM</b>	<b><u>October 01, 2014</u></b>
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

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

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**19. ETHICAL STANDARDS:**

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

**20. DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

**COMPLETION AND SUBMISSION OF FORM CIQ (Exhibit D) IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. 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 County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. *Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.*
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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Bid  
for  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"Purchase of Tires-Including Installation and Other Related Services"**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Bus. 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 Sheriff's Office

*"Purchase of Tires-Including Installation and Other Related Services"*

Bid No: 2014-324-10-01-SMA

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### **SCOPE OF SERVICES:**

The County of Hidalgo is requesting sealed bids from qualified vendors to furnish tires and to provide related services to Hidalgo County Sheriff's Office, **including all other Hidalgo County Law Enforcement Agencies**, in accordance with specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

### **SPECIFICATIONS, REQUIREMENTS, TERMS AND CONDITIONS:**

- 1) The tires will be purchased only on an **"as needed basis"**. (REFER TO EXHIBIT B)
- 2) Interested vendors may have at least **one (1) service/store location in Hidalgo County**.
- 3) All tires specified as **"all terrain"** should be for speeds of 100 mph and greater.
- 4) All tires specified as **"all steel"** should be for speeds of 100 mph and greater.
- 5) The charges for mounting (valve stems included), rotation and balancing will be itemized separately from the Unit price per tire (see Exhibit "B"- Bid page).
- 6) Mounting, rotation and balancing of tires is **OPTIONAL**, and will be done only on an **"as needed basis"**.
- 7) Hidalgo County Sheriff's Office will dispose of all their used tires.
- 8) All tire purchases will be on an **"as needed basis"**. There is no guaranteed annual volume.
- 9) Vendors will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.
- 10) Hidalgo County reserves the right to award item by item or services to one (1) or to multiple vendors, if it deems it is in its best interest to do so.
- 11) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits)
- 12) Hidalgo County reserves the right to reject any all bids. to waive any all formalities or technicalities to accept the bid considered the best and most advantage to the County.
- 13) Interested vendors must have been established and in business for at least two (2) years.

- 14) Hidalgo County may utilize "State Awarded Contracts or any other cooperative purchasing programs" when it is in the County best interest to do so.
- 15) 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 two (2) additional one (1) year terms under the same rates, terms and conditions.
- 16) Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
- 17) Any contract awarded to a successful bidder will be in effect until;
  - a) The contract expires
  - b) Delivery acceptance of products and/or performance of services ordered, or
  - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
- 18) Vendor agrees that to the extent an item is unavailable from vendors own inventory, vendors will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
- 19) 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.
- 20) Costs are to be net F.O.B., County Prepaid.
- 21) Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.
- 22) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

**DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

**ADDITIONAL INFORMATION:**

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **Attn: Sandra Montalvo AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SUBMISSION OF QUESTIONS:**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, WEDNESDAY, September 24, 2014 AT 5:00 P.M., AND RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN FRIDAY, September 26, 2014 AT 5:00 P.M.**

**EXHIBIT "B"**  
**BID PAGE**

Hidalgo County Sheriff's Office  
*"Purchase of Tires-Including Installation and Other Related Services"*  
 Bid No: 2014-324-10-01-SMA

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
1.	10.00R20					
2.	11R22.5					
3.	11R24.5					
4.	215/85-R16 A/T					
5.	215-60-17					
6.	225/75-R16					
7.	225-45-17					
8.	225-55-17					
9.	225-60-18					
10.	235/65-R17					
11.	235-55-R17 CP4					
12.	235-55-R17 (speed rated) CP1					
13.	235-55-ZR17					
14.	235-55-ZR17 99W M +S					
15.	235-85-R16 (hwy all steel -10 ply)					
16.	245/75-R16 A/T					
17.	245-70-R19.5 (hwy)					
18.	255-50.19					
19.	255-60-R16 Firestone Firehawk PT 41					
20.	255-70-18					
21.	265-35-22					
22.	265-70-R17 M + S					
23.	275-55-20					

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
24.	275-60-20					
25.	285-45-22					
26.	285-60-R18 M + S					
27.	295-75-R22.5					
28.	305-55-20					
29.	325-65-18					
30.	37x12.50x17					
31.	8.25R20					
32.	9.00R20					
33.	LT235-75-R15 (all terrain -10 ply)					
34.	LT235-75-R16					
35.	LT245-78-R16 (all terrain -10 ply)					
36.	LT265-70-R17 (all terrain -10 ply)					
37.	LT265-75-R16 (all terrain -10 ply)					
38.	LT325-65-R18 (all terrain)					
39.	P205-50-R16					
40.	P205-55-R16					
41.	P205-65-R15					
42.	P205-75-R15					
43.	P215-60-R16					
44.	P225-60-R16 (speed rated)					
45.	P235-55-R17 (speed rated) CP3					
46.	P235-70-R17					
47.	P235-75-R17 (10 ply)					
48.	P245-65-R17 (regular tire)					
49.	P245-70-R17 (10 ply)					

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
50.	P255-65-R17					
51.	P255-70-R16					
52.	P255-70R17 11OT Silent Amor					
53.	P255-70-R17 (10 ply)					
54.	P255-70-R17 M + S 11OT Silent Armor					
55.	P265-60-R17 (speed rated)					
56.	P265-60-R17 108-H					
57.	P265-70-R17 (10 ply)					
58.	P265-70-R18					
59.	P265-90-R17 108-H					
60.	P85/60-R18					
61.	T265-70-R17 Transforce A/T					

**NOTE:** If you do offer the service of mounting, rotation or balancing tires please put dollar amount, and if you do not offer the service of mounting, rotation or balancing tires, please specify by putting "NA" inside the boxes.

**BIDDER'S INFORMATION:**

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

BIDDER/COMPANY NAME:

---

ADDRESS:

---

CITY/STATE/ZIP CODE:

---

PHONE & FAX NO'S:

---

CELLULAR NO:

---

E-MAIL ADDRESS:

---

AUTHORIZED SIGNATURE:

---

PRINTED NAME:

---

TITLE

---

# **EXHIBIT “C”**

**INSURANCE REQUIREMENTS**

**REQUEST FOR BIDS**

**HIDALGO COUNTY SHERIFF’S OFFICE**

***“Purchase of Tires***

***Including Installation and Other Related Services”***

***RFB No.: 2014-324-10-01-SMA***

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

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

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

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

Revised 03/11/11

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	<b>INSURERS AFFORDING COVERAGE</b>		
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY EA ACCIDENT \$
	<input type="checkbox"/> NON OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC AGG \$
C	<b>GARAGE LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	<b>EXCESS LIABILITY</b>				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
D	<input type="checkbox"/> DEDUCTIBLE				
	<input type="checkbox"/> RETENTION \$				
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUS <input type="checkbox"/> OTHER TORY LIMITS
	<b>OTHER</b>				E.L. EACH ACCIDENT \$
					E.L. DISEASE EA EMPLOYEE \$
					E.L. DISEASE POLICY LIMIT \$

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

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

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

## Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

### **NOTICE TO BIDDER:**

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

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

**THIS FORM MUST ACCOMPANY BID PACKET**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

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

- 1. Licenses: \_\_\_\_\_
- 2. Bond (if applicable) \_\_\_\_\_
- 3. Certificates: \_\_\_\_\_
- 4. Permits: \_\_\_\_\_
- 5. Other: \_\_\_\_\_

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

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

Authorized Signature	Date
Company	
Address	
City, State, Zip	

**THIS FORM MUST ACCOMPANY BID PACKET**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

Yes       No

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

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



**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: \_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

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

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

## Exemptions

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

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

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

**Part II. Certification**

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

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

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

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

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

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

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

**Privacy Act Notice**

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

**Certification  
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**EXHIBIT "B"**

BID PAGE

# AWARDED ITEMS

## A to Z Tire & Battery, Inc.

### (TIRES ONLY)

TIRE SIZE & DESCRIPTION		BRAND	Unit Price per Tire
1.	10.00R20	Samson GL 74	\$296.00
2.	11R22.5	Cooper Roadmaster 185	\$253.00
3.	11R24.5	Cooper Roadmaster 185	\$272.00
4.	215/85-R16 A/T	Duro DL 6000	\$93.00
6.	225/75-R16	Cooper SF510	\$87.00
10.	235/65-R17	Duro 3100	\$82.00
15.	235-85-R16 (hwy all steel -10 ply)	Duro DL 6000	\$103.00
18.	255-50.19	ATTURO AZ 850	\$103.00
21.	265-35-22	ATTURO AZ 800	\$107.00
26.	285-60-R18 M + S	Cooper HT Plus	\$126.00
27.	295-75-R22.5	Cooper RM185	\$245.00
33.	LT235-75-R15 (all terrain -10 ply)	Cooper SF510	\$98.00
35.	LT245-78-R16 (all terrain -10 ply)	ATTURO AIT	\$110.00
36.	LT265-70-R17 (all terrain -10 ply)	ATTURO AIT	\$124.00
37.	LT265-75-R16 (all terrain -10 ply)	ATTURO AIT	\$120.00
39.	P205-50-R16	Duro DP 8000	\$57.00
40.	P205-55-R16	Duro DP 3000	\$55.00
41.	P205-65-R15	Duro DP 3000	\$52.00
42.	P205-75-R15	Duro DP 3000	\$61.00
43.	P215-60-R16	Duro DP 3000	\$58.00
44.	P225-60-R16 (speed rated)	Duro DP 3000	\$61.00
51.	P255-70-R16	Cooper HT	\$108.00
53.	P255-70-R17 (10 ply)	Cooper AT3	\$147.00
59.	P265-90-R17 108-H	Firestone Firehawk GT PRST	\$ 117.36
60.	P85/60-R18	Cooper HT Plus	\$126.00
61.	T265-70-R17 Transforce A/T	Cooper SF510	\$115.00

**BIDDER'S INFORMATION:**

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

BIDDER/COMPANY NAME: A to Z Tire & Battery, Inc.

ADDRESS: 812 SW 4th Avenue - P O Box 9138

CITY/STATE/ZIP CODE: Amarillo, TX 79105-9138

PHONE & FAX NO'S: 806-373-2592 / 806-373-6504

CELLULAR NO: 806-341-7199

E-MAIL ADDRESS: xcandelaria@atoztire.com

AUTHORIZED SIGNATURE:



PRINTED NAME: Xavier Candelaria

TITLE: Vice President

**EXHIBIT "B"**

**BID PAGE**

Hidalgo County Sheriff's Office

"Purchase of Tires-Including Installation and Other Related Services"

Bid No: 2014-324-10-01-SMA

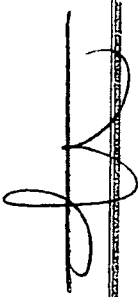
NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
1.	10.00R20	SPAMSON GL74	296. <sup>00</sup>	NA	NA	NA
2.	11R22.5	Cooper Roadmaster 185	253. <sup>00</sup>			
3.	11R24.5	Cooper Roadmaster 185	222. <sup>00</sup>			
4.	215/85-R16 A/T	DURO DL6000	93. <sup>00</sup>			
5.	215-60-17	Toyo Extensa AS	95. <sup>00</sup>			
6.	225/75-R16	Cooper SE510	87. <sup>00</sup>			
7.	225-45-17	Toyo Extensa HP	87. <sup>00</sup>			
8.	225-55-17	Toyo Extensa AS	92. <sup>00</sup>			
9.	225-60-18	Cooper CS5	130. <sup>00</sup>			
10.	235/65-R17	DURO 3100	82. <sup>00</sup>			
11.	235-55-R17 CPA	Cooper CS5 PP	127. <sup>00</sup>			
12.	235-55-R17 (speed rated)	Cooper CS5 PP	127. <sup>00</sup>			
13.	235-55-ZR17	Cooper CS5 PP	127. <sup>00</sup>			
14.	235-55-ZR17 99W M+S	Cooper CS5 ULTRA TRV	117. <sup>00</sup>			
15.	235-85-R16 (heavy all steel -10 ply)	DURO DL6000	103. <sup>00</sup>			
16.	245/75-R16 A/T	Cooper AT3	113. <sup>00</sup>			
17.	245-70-R19.5 (heavy)	SPAMSON GL283	152. <sup>00</sup>			
18.	255-50-19	ATTURO A2850	103. <sup>00</sup>			
19.	255-60-R16 Firestone Firehawk 27 44	Cooper CS5 ULTRA TOUR PP	104. <sup>00</sup>			
20.	255-70-18	Cooper AT3	160. <sup>00</sup>			
21.	265-35-22	ATTURO A2800	107. <sup>00</sup>			
22.	265-70-R17 M+S	Cooper SF510	132. <sup>00</sup>			
23.	275-55-20	Toyo HT	160. <sup>00</sup>			

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
24.	275-60-20	Cooper HT Plus	133. <sup>00</sup>	NA	NA	NA
25.	285-45-22	ToYo PRX ST	156. <sup>00</sup>	✓	NA	NA
26.	285-60-R13 M + S	Cooper HT Plus	136. <sup>00</sup>	✓	NA	NA
27.	295-75-R22.5	Cooper RM185	245. <sup>00</sup>	✓	NA	NA
28.	305-55-20	ToYo A/T	305. <sup>00</sup>	✓	NA	NA
29.	325-65-18	Cooper A/T 3	339. <sup>00</sup>	✓	NA	NA
30.	37x12.50-R17	Cooper ST MAX	390. <sup>00</sup>	✓	NA	NA
31.	8.25R20	SAMSON GL 671	202. <sup>00</sup>	✓	NA	NA
32.	9.00R20	SAMSON TRACKER	212. <sup>00</sup>	✓	NA	NA
33.	LT235-75-R15 (all terrain -10 ply)	Cooper SF 510	98. <sup>00</sup>	✓	NA	NA
34.	LT235-75-R16	ToYo HT	119. <sup>00</sup>	✓	NA	NA
35.	LT245-78-R16 (all terrain -10 ply)	ATTURO A/T	110. <sup>00</sup>	✓	NA	NA
36.	LT265-70-R17 (all terrain -10 ply)	ATTURO A/T	124. <sup>00</sup>	✓	NA	NA
37.	LT265-75-R16 (all terrain -10 ply)	ATTURO A/T	120. <sup>00</sup>	✓	NA	NA
38.	LT325-65-R18 (all terrain)	Cooper AT3	290. <sup>00</sup>	✓	NA	NA
39.	P205-50-R16	DURO DP8000	57. <sup>00</sup>	✓	NA	NA
40.	P205-55-R16	DURO DP3000	55. <sup>00</sup>	✓	NA	NA
41.	P205-65-R15	DURO DP3000	52. <sup>00</sup>	✓	NA	NA
42.	P205-75-R15	DURO DP3000	61. <sup>00</sup>	✓	NA	NA
43.	P215-60-R16	DURO DP3000	58. <sup>00</sup>	✓	NA	NA
44.	P225-60-R16 (speed rated)	DURO DP3000	61. <sup>00</sup>	✓	NA	NA
45.	P235-55-R17 (speed rated) CP3	Cooper CS5 RP	136. <sup>00</sup>	✓	NA	NA
46.	P235-70-R17	ToYo HT	121. <sup>00</sup>	✓	NA	NA
47.	P235-75-R17 (10 ply)	ToYo HT	143. <sup>00</sup>	✓	NA	NA
48.	P245-65-R17 (regular tire)	Cooper SF570	107. <sup>00</sup>	✓	NA	NA
49.	P245-70-R17 (10 ply)	ToYo AT2	158. <sup>00</sup>	✓	NA	NA

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
50.	P255-65-R17	TOYO HT	133. <sup>00</sup>	NA	NA	NA
51.	P255-70-R16	Cooper HT	108. <sup>00</sup>	NA	NA	NA
52.	P255-70R17 10T Silent Armor	Cooper AT3	147. <sup>00</sup>	NA	NA	NA
53.	P255-70-R17 (40 ply)	Cooper AT3	147. <sup>00</sup>	NA	NA	NA
54.	P255-70-R17 M + S 140T Silent Armor	Cooper AT3	147. <sup>00</sup>	NA	NA	NA
55.	P265-60-R17 (speed rated)	FIRESTONE FIREHAWK GT	117. <sup>00</sup>	NA	NA	NA
56.	P265-60-R17 100-M	FIRESTONE FIREHAWK GT	117. <sup>00</sup>	NA	NA	NA
57.	P265-70-R17 (40 ply)	Cooper AT3	191. <sup>00</sup>	NA	NA	NA
58.	P265-70-R18	TOYO HT	155. <sup>00</sup>	NA	NA	NA
59.	P265-80-R17 100-H	FIRESTONE FIREHAWK GT RST	117. <sup>00</sup>	NA	NA	NA
60.	P85/60-R18	Cooper HT Plus	136. <sup>00</sup>	NA	NA	NA
61.	T265-70-R17 Transforce NT	Cooper SF510	115. <sup>00</sup>	NA	NA	NA

NOTE: If you do offer the service of mounting, rotation or balancing tires please put dollar amount, and if you do not offer the service of mounting, rotation or balancing tires, please specify by putting "NA" inside the boxes.

OPENED  
 10/01/14  
 ASDan  
 Witnessed



**EXHIBIT "C"**  
CERTIFICATE OF INSURANCE

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/19/2014

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

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

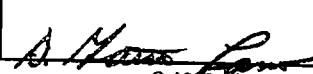
PRODUCER <b>J Smith Lanier &amp; Co-Carrollton</b> P. O. Box 507 Carrollton, GA 30112 770 834-4476	CONTACT NAME: <b>Cathy Dunn</b>
	PHONE (A/C, No, Ext): <b>770 834-4476</b> FAX (A/C, No): <b>770 834-9403</b> E-MAIL ADDRESS: <b>cdunn@jsmithlanier.com</b>
INSURED  <b>A to Z Tire and Battery, Inc.</b> P.O. Box 9138 812 SW 4th Street (79101) Amarillo, TX 79105-9138	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A: <b>Employers Mutual Casualty Co</b> <b>21415</b>
	INSURER B: <b>Ohio Casualty Insurance Company</b> <b>24074</b>
	INSURER C: <b>Great American Insurance Co</b> <b>16691</b>
	INSURER D:
	INSURER E:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		5D19795	11/01/2014	11/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5E19795	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS		ECO1556322809	11/01/2014	11/01/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC339294002	07/15/2014	07/15/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate Holder is included as additional insured as per written contract but only with respects to the general liability insurance and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER  <b>Hidalgo County Purchasing Dept,</b> <b>New Admin Building</b> <b>2812 S. Business Highway 281</b> <b>Edinburg, TX 78539</b>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**APPROVED**

- a) Contract No. C-14-324-12-02-Southern Tire Mart, LLC
- b) Contract No. C-14-324A-12-02-A to Z Tire & Battery, Inc. (TIRES ONLY)

\*\*\*Effective, December 6, 2014, Expiring, December 5, 2015.

20.

**Closed Session:**

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. **AI-47591** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.
- D. **AI-47600** Pending/potential litigation:  
The South 5.0 acres of the North 20.0 acres of Lot 45-2, WEST ADDITION TO SHARYLAND, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.
- E. **AI-47546** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County
- F. **AI-47589** Cause No. CL-13-1855-A; ALBERTO MARTINEZ vs. HIDALGO COUNTY, TEXAS
- G. **AI-47536** Claim of Hector Miramontes
- H. **AI-47543** Claim of Elisa Rodriguez
- I. **AI-47554** Claim of Maria Gutierrez

21.

**Open Session:**

- A. Real Estate Acquisition and appropriation for same
- B. Pending and/or potential litigation
- C. **AI-47592** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.

3. **AI-47474** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (7) (C) to provide utility construction to enable electric power.
- b. Approval to issue payment to Magic Valley Cooperative, Inc (MVEC) in the amount of \$4,634.40 through issuance of a purchase order. Magic Valley Electric Cooperative has facilities in place to provide construction services to extend 3 phase overhead and underground to serve Linn-San Manuel Emergency Service Facility.

**E. Constables**

1. **AI-47509** **CONSTABLE PRECINCT ONE:**
- a) Acceptance and approval of revised Pay Application #12 as final retainage (previously approved by cc on 07/08/14-AI#45292) with the new amount of \$41,403.57 that is including the 5% percent retainage of Pay Application #13 and as submitted by Holchemont LTD, awarded vendor (AIA Contract #C-12-028-07-24) for the Construction of a New Constable Building" in Precinct One and as certified for payment by project architect, Alcocer Garcia Associates thus allowing Auditor's Office to issue and release payment pursuant to court's action;
- b) Ratification and approval declaring the AIA, Article 9.10.2 (2,3,5) dealing with maintenance of insurance by the general contractor until final payment became moot as County occupied building, insured it and no construction took place while final payments processed.

**F. Facilities Management:**

1. **AI-47528** Acceptance of proposal submitted by RL Abatement, Inc. (thru county's participation with TIPS/TAPS Contract No. 1042414) for Asbestos Removal and Disposal at the Hidalgo County Clerk's Office, in the total amount of \$13,443.87 as per specifications developed by project consultant AAMECC, LLC. Asbestos Abatement project is scheduled to take place starting after 5 PM on Thursday, December 4th, and finished by 1:00 PM on Monday December 8th, 2014. County Clerk's Office will be closed while this project is in progress as announced to Commissioner's Court on November 18, 2014, by Mr. Arturo Guajardo, Hidalgo County Clerk.

**G. Sheriff's Office**

1. **AI-47561** Recommending award of bid(s) and contract(s) to responsible vendors submitting the lowest and best bids (as detailed in the tabulation sheet contained herein) and meeting all specifications and/or requirements for Request of Sealed Bids: "Purchase of Tires-Including Installation and Other Related Services" for Hidalgo County Sheriff's Office - Including all other Hidalgo County Law Enforcement Agencies, through bid project No.: 2014-324-10-01-SMA.

- A. **AI-47577**
  - 1. Approval and acceptance of Order dated November 20, 2014 setting salary of Court Reporters for 2015.
  - 2. Approval and acceptance of Order dated November 20, 2014 setting salary of County Auditor, Assistant County Auditors, and Budget of County Auditor for 2015.
- B. **AI-47582**
  - 1. Approval of amendment to Appendix A of the Financial Advisory Services contract.
  - 2. Approval of third party invoices and fixed costs and expenses for the bond sales dated November 18, 2014.
- C. **AI-47518** Sanitation Program  
Approval to amend the Countywide Solid Waste Citizen Collection Station Rules.
- D. **Budget Appropriations:**
  - 1. **AI-47510** CO 2009B&C (1441):  
Approval of 2014 appropriation of funds into CO 2009B&C in the amount of \$500.00 to fund agent fees.

19.

**Purchasing Department - Marty Salazar:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

A. **Hidalgo County**

- 1. **AI-47376** Discussion consideration and approval (if applicable) of the following items in connection to the "Delinquent Tax Collection Services-RFP/Q NO: 2014-333-10-15-VYG" project as follows:
  - A. Acceptance and approval of the negotiated contract with the number one ranked firm "Linebarger Goggan Blair & Sampson, LLP" including the firm's Best and Final Offer (BAFO)for the Delinquent Tax Collection Services;
  - B. Selection on contract term to be for a two (2) year term with the County's option to renew for an additional one (1) year OR an additional one(1)-two(2) year term *and/or* three (3) year term with one year renewal (as how Commissioners Court discussed and took action on September 9, 2014) with same fees, terms and conditions.



**AGENDA  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
December 2, 2014  
9:30 A.M.**

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

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **County Judge's Office:**
  - A. **AI-47594** Discussion and consideration regarding the Hidalgo County Legislative Agenda for the upcoming 84th Legislative Session
  - B. **AI-47393** Appointment of the City of McAllen's nominee to the Hidalgo County Regional Mobility Authority
7. **Executive Officer - Valde Guerra:**
  - A.
    1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
    2. Requesting engagement with the firm of \_\_\_\_\_ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement
  - B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
    - 1) Renovations to Former Administration Building 1st and 2nd Floors
    - 2) Update on other ongoing county owned building construction and renovation repair projects
    - 3) Emergency situations occurring since last agenda meeting