

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT**  
**C-15-017-03-03**

**THIS CONTRACT** is made and entered into this **3<sup>rd</sup>** day of **March, 2015** by and between the **County of Hidalgo, Texas** ("County") and **South Texas Communications, Inc.** ("Company").

**WHEREAS,** Company responded to notices for Request for Sealed Bids (RFB) for "**Repairs-Removal, Installation and/or Purchase of Mobile Radios, Computers & Other Miscellaneous Equipment**" (**on an as needed basis**) (the "Services"); and

**WHEREAS,** Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

**WHEREAS,** in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

**NOW, THEREFORE,** in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by user Departments within **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **March 1, 2015** and expiring on **February 29, 2016** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

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

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

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

If to Company: **South Texas Communications, Inc.**  
Attn: James L. Ewing, Vice President  
709 East Pecan Street  
McAllen, Texas 78501

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

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

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

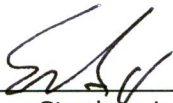
18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein.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

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**WITNESS** our hands in duplicate originals this **3<sup>rd</sup>** day of **March, 2015**.

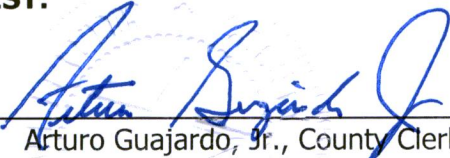
Approved by Commissioner's Court: March 3, 2015.

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

By:   
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

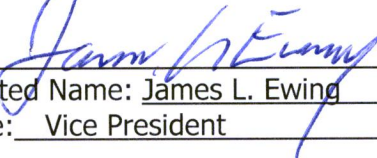
**ATTEST:**

By:   
Arturo Guajardo, Jr., County Clerk

By:   
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 3-3-15 <sup>ro</sup>

**COMPANY:**  
**South Texas Communications, Inc.**

By:   
Printed Name: James L. Ewing  
Title: Vice President

# **EXHIBIT "A"**

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET



PURCHASING DEPARTMENT  
County Of Hidalgo

January 12, 2015

\_\_\_\_\_  
Bidder's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**  
**Request for Bids -"Repairs, Removal & Installation and/or Purchase of Mobile**  
**Radios and Other Misc. Equipment"**  
**Bid No: 2015-017-01-28-SGS**

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures



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

**Request for Bid (RFB)  
Checklist**

Hidalgo County

(All Funding Sources, programs & entities)

*"Repairs- Removal- Installation and/or Purchase of Mobile Radios-Copmputers & Other  
Misc. Equipment"*

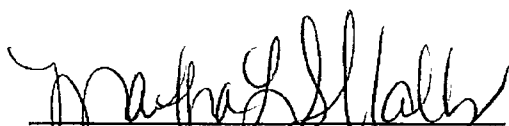
RFB No. 2015-017-01-28-SGS

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- 1) Request for Bid Letter consists of 1 page.
- 2) Legal Notice, consisting of 8 pages.
- 3) Exhibit "A"- Specifications, consisting of 7 pages.
- 4) Exhibit "B"- Bid Form, consisting of 4 pages.
- 5) Exhibit "C"- Insurance Requirements, consisting of 4 pages.
- 6) Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
- 7) Vendor/Bidder Application and W-9 form consisting of 6 pages.
- 8) Certification Regarding Debarment, consists of 1 page.
- 9) Draft Service Contract, consisting of 9 pages.

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, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

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

January 12, 2015  
Date

# LEGAL NOTICE

## REQUEST FOR BIDS

### HIDALGO COUNTY

(all funding sources, programs & entities)

“Repairs-Removal-Installation and/or  
Purchase of Mobile Radios-  
Computers& Other Misc. Equipment”

RFB No.: 2015-017-01-28-SGS

<b>Bid No: 2015-017-01-28-SGS</b>	<b>Buyer: Sandy Suarez</b>	<b>Tel. No: (956) 318-2626 ext. 4860</b>
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# REQUEST FOR BIDS

## HIDALGO COUNTY

(all funding sources, programs & entities)

*“Repairs- Removal- Installation and/or Purchase of Mobile Radios-Computers & Other Misc.  
Equipment”*

**BID OPENING DATE: January 28, 2015 @ 9:30 a.m.**

Contact Person:

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

Form HCPD-03

1. Sealed bids will be received for **“Hidalgo County- Repairs- Removal -Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment”** 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-2015-017-01-28-SGS-“Hidalgo County- Repairs- Removal -Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment”**in County's Purchasing Department, with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 28, 2015. 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-2015-017-01-28-SGS-“Hidalgo County- Repairs- Removal -Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment”**  
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 and Contract Number
    - d) Notation - "Hidalgo County- Repairs- Removal -Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment". 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:

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

17. **SCHEDULE OF EVENTS**

<b>Bid Opening, 9:30 AM</b>	<b><u>January 28, 2015</u></b>
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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

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

19. **ETHICAL STANDARDS:**

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

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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 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 and submit a Certificate of Account Status indicating bidder is in “Good Standing” with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of “Good Standing”, you may access the following website: [www.window.state.tx.us/taxinfo/coastintr.html](http://www.window.state.tx.us/taxinfo/coastintr.html) .**  
**If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to**

**transact business in Texas.**

- 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. This document and any disputes arising hereunder shall be governed and construed according to the

Bid  
for

**HIDALGO COUNTY**

(all funding sources, programs & entities)

“Hidalgo County- Repairs- Removal -Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment”

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

(All funding sources, programs & entities)

"Repairs-Removal-Installation and/or Purchase of Mobile Radios –Computers & Other Misc. Equipment"

Bid No.: 2015-017-01-28-SGS

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#### **SCOPE OF WORK:**

Hidalgo County is soliciting sealed bids from qualified bidder(s), to contract for the services of "Repairs- Removal - Installation and/or Purchase of Mobile Radios –Computers and Other Misc Equipment on an **"as needed basis"**. Equipment used can change on a day-to-day basis depending on new product lines available. The enclosed list does not limit the scope of repairs to those items only. Other misc.equipment includes flashlight chargers, power sources, shotgun racks and vehicle floor mounting brackets, portable/mobile and hand held radios etc. This contract will exclude all Tower Sites.

#### **SPECIFICATIONS/REQUIREMENTS:**

1. Vendor(s) submitting bid must only use service Technicians with at least three (3) years experience and should be currently performing repairs, removals and installations for other law enforcement and emergency response agencies.
2. A list of a minimum of four (4) current referenced/contract for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid for qualification. Information should include, but not limited to the following.
  - a) Company
  - b) Contact Person
  - c) Phone Number
  - d) Work performed
  - e) Contract term
3. Vendor(s) shall be able to refurbish and/or repair any and all non-working overhead light bars, radios, sirens, and emergency miscellaneous equipment unless equipment is beyond repair.
4. Vendor(s) must have a Service facility located in Hidalgo County to be able to complete work specified. Have ample space to store property being repaired, removed and/or installed. Facility should also have covered working area(s) to protect vehicles and equipment against inclement weather, while conducting any of the above mentioned services.
5. Service facility must have the ability to track and document the storage of property, while conducting repairs and/or installing equipment.
6. Vendor must have the proposed facility insured for losses resulting in theft, fire, employee negligence or hazardous weather condition (Garbage Keeper's Insurance) and must be maintained through out the contract term.
7. Vendor(s) must be able to complete a vehicle installation in two (2) working days and a removal in one (1) working day.
8. Vendor(s) must be able to work on multiple vehicles at one time.
9. Vendor (s) must be able to provide services for Hidalgo County Fleet.
10. Vendor must have an area to keep vehicles secured for overnight and weekends.
11. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary and at no additional cost to the County.

## EXHIBIT "A"

### Specifications/Requirements

#### HIDALGO COUNTY

(All funding sources, programs & entities)

"Repairs-Removal-Installation and/or Purchase of Mobile Radios –Computers & Other Misc. Equipment"

Bid No.: 2015-017-01-28-SGS

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12. Vendor must warranty all work performed for a minimum of sixty (60) days.
13. For items under Manufacturer's warranty, warranty will prevail until expiration of that warranty, thereafter this agreement will commence.
14. On occasion the awarded vendor will be asked to perform tasks at the Department location site on an "emergency basis" only. All services shall be included in the bid price.
15. Awarded Vendor, upon submitting invoices for Mark up prices, must provide invoices in the format as SAMPLED in Exhibit "B" with all supporting documentation.
16. Any item(s) that might be needed/required and not herein specified shall be honored with the terms of this contract.
17. Awarded Vendor(s) will be responsible for vehicles and/or equipment that are damaged or vandalized while in their control.

### TERMS AND CONDITIONS:

- 1) The contract shall be for a period of one (1) year with the County's option to extend for an additional two (2) - one (1) year term under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract.
- 2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.
- 3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 4) Hidalgo County reserves the right to seek purchases from State awarded vendors whenever it is in its best interest to do so.
- 5) Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.
- 6) Vendor must possess insurance (as stated in Exhibit "C") to cover Hidalgo County property including but not limited to: vehicles, equipment etc.

Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

- 7) Hidalgo County reserves the right to award this contract on the basis of **lowest and best bid**.
- 8) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

## EXHIBIT "A"

### Specifications/Requirements

#### HIDALGO COUNTY

(All funding sources, programs & entities)

"Repairs-Removal-Installation and/or Purchase of Mobile Radios –Computers & Other Misc. Equipment"

Bid No.: 2015-017-01-28-SGS

- 9) Hidalgo County reserves the right to award this contract to one (1) or multiple vendor(s) at the County's discretion.
- 10) Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.
- 11) After bid is awarded and low bidder defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item(s).
- 12) Bidder(s) agrees that to the extent an item is unavailable from the Bidder(s) own inventory, Bidders(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
- 13) Unless otherwise specified any reference to make, manufacturer and/or model used in the bid specifications is Merely descriptive and not restrictive and is used only to indicate tupe, style or quality of material desired.
- 14) **All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.**

### REPAIRS, REMOVAL AND INSTALLATION

Equipment used can change on a day-to-day basis depending on new product lines available. The list below is to let you identify what type of equipment you may be repairing and not limited to the scope of repairs to these items. The repairs will be for everything installed or assigned specifically to police units, marked units and unmarked units that are considered emergency equipment. Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets. **Any and all new equipment acquired by the Hidalgo County will be honored.**

Hidalgo County has the following equipment installed in the vehicles, but not limited too:

a) **Radio:**

- Police Radio- Truck/rear mount to include speaker & mic
- Police Radio dash mount to include speaker & mic
- Police Radio concealed mount to include speaker & mic
- Repair, install and/or removal of any hand held mobile/portable, two way radio, radio systems etc. (i.e. Motorola, Johnson etc.)
- Band base (i.e. ICOM Amateur Band Radio (HAM), etc.)
- Radio Frequency Program
- De programming Radio Frequency
- Create and/or Radio Template

b) **Sirens:**

- 12 Volt Sirens
- Siren Speakers Push Bar Mounted
- Siren Speakers Concealed Mounted
- Multi Function Siren Box
- Undercover siren with position switch
- Siren with PA
- Siren control head

## EXHIBIT "A"

### Specifications/Requirements

#### HIDALGO COUNTY

(All funding sources, programs & entities)

"Repairs-Removal-Installation and/or Purchase of Mobile Radios –Computers & Other Misc. Equipment"

Bid No.: 2015-017-01-28-SGS

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- c) **Antennas:** including disguise antennas and the interface to the radio
- Antenna roof mount
  - Antenna window mount
  - Antenna concealed mount
  - Antenna tuning
- d) **LIGHTS & LIGHTBARS:** to include interface cables to consoles and installation and interface with switch panels
- Roof mount Light bar to include controller
  - Directional light bar roof mount to include controller
  - Directional light bar interior mount to include controller
  - Any make and/or model emergency light bar source interior or exterior
  - Specialty overhead roof mount and/or side mount acceleratory lighting to include all components (i.e. alternate relay, switches, etc)
- e) **OTHER:**
- In car Video Camera System to include power supply
  - Radars with Antennas
  - Mobile Data Computers & power supply
  - Computer mount/docking station
  - Grille Lights (Halogen, LED or Strobe) push bar mount
  - Grille Lights (Halogen, LED or Strobe) concealed mount
  - Rear Deck Lights (strobe, LED or halogen) interior/exterior
  - Dash Lights (strobe, led or Halogen) interior/exterior
  - Prisoner Cages- front/rear
  - Window Barriers
  - Shotgun/Rifle Rack (all mounts & types)
  - Shop Brackets for specialty designed light mounting
  - Modem/GPS
  - Fire extinguisher to include brackets
  - Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)
  - Strobe/LED power supplies
  - Fuse panel
  - Switch Panel
  - K-9 Hotdog System
  - K-9 Door Popper
  - Wig-Wag Flasher
  - Flash Light Charger
  - Push Bumpers
  - Center Console
  - Vehicle Graphics
  - Cut Off Stop & backup lights
  - Kill Switch
  - Extra Outlets (cig. Lighter type)
  - Switch Panel
  - Charge Guard(to include relay)
  - Shut down timer

## EXHIBIT "A"

### Specifications/Requirements

#### HIDALGO COUNTY

(All funding sources, programs & entities)

"Repairs-Removal-Installation and/or Purchase of Mobile Radios · Computers & Other Misc. Equipment"

Bid No.: 2015-017-01-28-SGS

- QPA-1125 Dual Slot Charger
- Shop Brackets for specialty designed shotgun/rifle rack mounting
- K-9 rear insert
- Whelen VTX609J split color, red, blue, white and/or amber with 9 foot cable
- Whelen VTX609C split color, red, blue, white and/or amber with 9 foot cable
- Whelen VTX609R split color, red, blue, white and/or amber with 9 foot cable
- Whelen Tam85 six lamp super LED traffic advisor with two end flashing super led blue, red and/or amber 46.82 inch long to include control box
- Whelen VTX609R Vertex super led light red, blue, amber or white 9 foot cable
- Whelen IONSMJ surface mount ION LT red/blue with black housing
- SSWFPOS16 100% sold state headlight and taillight flasher 2 outlet with seven flash patterns to include plug for positive switching
- Whelen M4J split color with clear outer lens side by side red/amber and red/blue only internal flasher with flash patterns and synchronize feature
- Whelen M4FB m4 led lasher blue/red flange, black
- Whelen SA315P 123Db speaker nylon composite to include mounting bracket
- Whelen 295SSLSA6 single unite siren with 9 switch light control and standard switching now with park kill and timed out relay with 17 scan lock siren tones
- Small Fuse Holder
- Large fuse Holder
- Distribution Block
- Standard ATC fuse 10 Amp
- Round Rocker Switch Black
- 40 AMP AGU type fuse
- Bosch Mini giant relay
- Charge Guard
- SPDT Center off rocker switch
- Corner Strobe Assy
- Strap kit
- STD Palm microphone (GCAI)
- Mobile PWR CBL HI PWR
- Mini Cluster Box
- Automotive Rocker Switch
- Panduit
- Rocker switches for Whelen
- SPST 25A LED switch
- Mini UHF male conn
- Mini ATC Fuse 5 amp
- Antenna ¼ wabe 152-162
- Halogen Blub
- FED single corner strobe head
- L.V. SW. Assey
- KNOB

### **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

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

## EXHIBIT "A"

Specifications/Requirements

HIDALGO COUNTY

(All funding sources, programs & entities)

"Repairs-Removal-Installation and/or Purchase of Mobile Radios --Computers & Other Misc. Equipment"

Bid No.: 2015-017-01-28-SGS

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1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **PRICE REDUCTION:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
3. **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
4. **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
5. **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**EXHIBIT "A"**

Specifications/Requirements

HIDALGO COUNTY

(All funding sources, programs & entities)

"Repairs-Removal-Installation and/or Purchase of Mobile Radios · Computers & Other Misc. Equipment"

Bid No.: 2015-017-01-28-SGS

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**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, January 21, 2015 BY 5:00 P.M.**

Responses will be sent to all applicants via facsimile or e-mail by no later **than FRIDAY, January 23, 2015 BY 5:00 P.M.**

# EXHIBIT "B"

HIDALGO COUNTY

*"Repairs- Removal- Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment"*

BID No.: 2015-017-01-28-SGS

ITEMS		Removal Price	Installation Price	Repair Price (Per Hour)
NIPG CODES	<b>RADIOS</b>			
055-67	Police Radio truck/rear monunt to include speaker & mic	\$	\$	\$
055-67	Police Radio dash mount to include speaker & mic	\$	\$	\$
055-67	Police Radio concealed mount to include speaket & mic	\$	\$	\$
726-88	Hand held, mobile/portable, two way, radio systems etc. (Motorala, Johnson etc.)	\$	\$	\$
726-56	Band Radios (i.e. ICOM Amateur Band Radio (HAM) etc.	\$	\$	\$
726-89	Radio Base	\$	\$	\$
928-27	Radio Frequency Program	\$	\$	\$
928-27	Radio Frequency De-Program	\$	\$	\$
928-27	Create and/or Change radio template	\$	\$	\$
	<b>ANTENNAS</b>			
055-67	Antenna Roof Mount	\$	\$	\$
055-67	Antenna Window Mount	\$	\$	\$
055-67	Antenna Concealed Mount	\$	\$	\$
726-16	Antenna Tuning	\$	\$	\$
	<b>SIRENS</b>			
055-79	12 Volt Sirens	\$	\$	\$
055-16	Siren Speakers Push Bar Mounted	\$	\$	\$
055-16	Siren Speakers Concealed Mounted	\$	\$	\$
055-16	Multi-function Siren Box	\$	\$	\$
055-83	Undercover Siren with position switch	\$	\$	\$
055-16	Siren with PA	\$	\$	\$
055-16	Siren Control head	\$	\$	\$
	<b>LIGHT BAR</b>			
055-57	Roof Mount Light bar to include controller	\$	\$	\$
055-57	Directional Light bar -roof mount to include controller	\$	\$	\$
055-57	Directional Light bar - interior mount to include controller	\$	\$	\$
055-57	Any make and or model emergency light bar source interior and or exterior mount	\$	\$	\$
055-57	Specialty overhead roof mount and/or side mount acceleratory lighting into include all components (example: alternate rely, switches etc.)	\$	\$	\$
	<b>OTHER</b>			
055-12	Video Camera System-to include power supply (interior)	\$	\$	\$
680-77	Radars with Antennas	\$	\$	\$
725-60	Mobile Data Computers & stands with power supply	\$	\$	\$
055-67	Computer Mount docking station	\$	\$	\$
055-67	Grille Lights (Halogen, LED or Strobe) push bar mount	\$	\$	\$
055-67	Grille Lights (Halogen, LED or Strobe) concealed mount	\$	\$	\$
055-57	Rear Deck Lights (Halogen, LED or Strobe) (interior/exterior)	\$	\$	\$
055-57	Dash Lights (Halogen, LED or Strobe) (interior/exterior)	\$	\$	\$
680-42	Prisoner Cages front/rear	\$	\$	\$
680-42	Window Barriers	\$	\$	\$
055-74	Shotgun Rifle Rack (all mounts & types)	\$	\$	\$
055-67	Shop Brackets for specialty designed light mounting	\$	\$	\$
055-35	Modem GPS	\$	\$	\$
340-28	Fire Extinguisher – to include brackets	\$	\$	\$
055-57	Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	\$	\$	\$
055-57	Strobe Power Supplies	\$	\$	\$
285-34	Fuse Panel	\$	\$	\$

285-95	Switch Panel	\$	\$	\$	
680-33	K-9 Hotdog System	\$	\$	\$	
285-34	K-9 Door Popper	\$	\$	\$	
055-83	Wig-Wag Flasher	\$	\$	\$	
060-37	Flash Light Charger	\$	\$	\$	
055-36	Push Bumpers	\$	\$	\$	
055-16	Center Console	\$	\$	\$	
255-30	Vehicle Graphics	\$	\$	\$	
055-67	Cut Off Stop & Back up Ligts	\$	\$	\$	
055-68	LED Dash Lights	\$	\$	\$	
285-95	Kill Switch	\$	\$	\$	
060-37	Extra Outlet (Cig. Lighter type)	\$	\$	\$	
840-70	Charge Guard ( to include relay)	\$	\$	\$	
840-70	Shut Down Timer	\$	\$	\$	
725-14	QPA-1125 Dual Slot Charger	\$	\$	\$	
055-74	Shop Brackets for specialty designed Shotgun/Rifle Rack mounting	\$	\$	\$	
680-33	K-9 Rear Insert	\$	\$	\$	
	<b>PURCHASE PARTS</b>	<b>Price Per Unit</b>			
		<i>1-5 units</i>	<i>6-10 units</i>	<i>11-15 units</i>	<i>16 or more</i>
055-57	Whelen VTX609J split color, red, blue, white and/or amber with 9 foot cable				
055-57	Whelen VTX609C split color, red, blue, white and/or amber with 9 foot cable				
055-57	Whelen VTX609R split color, red, blue, white and/or amber with 9 foot cable				
055-57	Whelen Tam85 six lamp super LED traffic advisor with two end flashing super led blue, red and/or amber 46.82 inch long to include control box				
055-57	Whelen VTX609R Vertex super led light red, blue, amber or white 9 foot cable				
055-57	Whelen IONSMJ surface mount ION LT red/blu with black housing				
055-57	SSWFOSI6 100% solid state headlight and taillight flasher 2 outlet 160 watts per outlet with seven flash patterns to include plug for positive switching				
055-57	Whelen M4J split color with clear outer lens side by side red/amber and red blue only internal flasher with flash patterns and synchronize feature				
055-57	Whelen M4FB m4 led lasher blue/red flange, black				
055-57	Whelen SA315P 123Db speaker nylon composite to include mounting bracket				
055-57	Whelen 295SLSA6 single unite siren with 9 switch light control and standard switching now with park kill and timed out relay with 17 scan lock siren tones				
285-34	Small Fuse Holder				
285-34	Large fuse holder				
060-37	Distribution Block				
285-34	Standard ATC Fuse 10 Amp				
055-83	Round Rocker Switch Black				
285-34	40 AMP AGU Type Fuse				
060-36	Bosch Mini Giant Relay				
060-37	Charge Guard				
055-83	SPDT Center Off Rocker Switch				
055-57	Corner Strobe Assy.				
060-24	Strap Kit				
726-90	STD Palm Microphone (Geai)				
060-24	Mobile Pwr Cbl HIPWR				
055-83	Mini Cluster Box				
055-83	Automotive Rocker Switch				
060-24	Panduit				
055-83	Rocker Switches For Whelen				
055-83	SPST 25A LED SWITCH				
726-90	Mini UIIF Male Conn				

726-90	Mini ATC Fuse 5 Amp				
726-16	Antenna ¼ Wabe 152-162				
055-37	Halogen bulb				
	27W Halogen bulb				
055-57	Fed Signal Corner Strobe Head				
285-95	L.V. SW. Assey (electrical wiring- radios, lights etc)				
726-90	Knob (radio or light)				
055-83					

**Mark Up Rate on all non-listed Parts \_\_\_\_\_ %**

**Warranties – (minimum 60 days):**

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

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

**Item(s) not-listed, but required – Vendor(s) invoices with Mark up pricing must include & reflect the following information. (All supporting documentation must accompany invoices.)**

<b>SAMPLE -INVOICE FORMAT</b>						
<b>Description Of Item</b>	<b>Qty</b>	<b>Cost</b>	<b>Markup %</b>	<b>Markup pricing</b>	<b>Markup total price</b>	<b>Invoice Amt.</b>

**ACKNOWLEDGMENT FORM**

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'S  
NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP CODE:

\_\_\_\_\_

PHONE NUMBER/:

\_\_\_\_\_

CELLULAR NUMBER:

\_\_\_\_\_

FAX NUMBER:

\_\_\_\_\_

AUTHORIZED  
SIGNATURE:

\_\_\_\_\_

EMAIL ADDRESS:

\_\_\_\_\_

PRINTED NAME:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

## **EXHIBIT "C"**

### **Insurance Requirements**

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 shall name Hidalgo County as additional insured and must 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 10/01/08

**ACORD**

**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

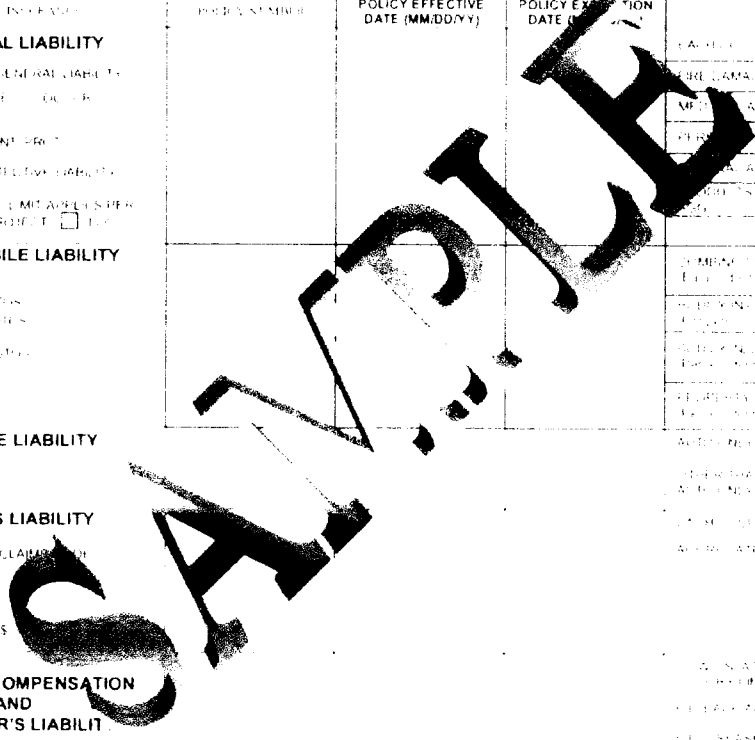
INSURED

- 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	DESCRIPTION OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	CANCELLED
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNERS & CONTRACTORS <input type="checkbox"/> OWNERS PROFESSIONAL LIABILITY <input type="checkbox"/> NET AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/>				<input type="checkbox"/> CANCELLED <input type="checkbox"/> RECALLED <input type="checkbox"/> MISC. <input type="checkbox"/> OTHER
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SOMEONE ELSE'S <input type="checkbox"/> HIRE/LEASED <input type="checkbox"/> TRUCKS/TRACTORS				<input type="checkbox"/> BURNED <input type="checkbox"/> STOLEN <input type="checkbox"/> OTHER
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				<input type="checkbox"/> BURNED <input type="checkbox"/> STOLEN <input type="checkbox"/> OTHER
C	<b>EXCESS LIABILITY</b> <input type="checkbox"/> EXCESS <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> NET AGGREGATE <input type="checkbox"/> RETENTION \$				<input type="checkbox"/> CANCELLED <input type="checkbox"/> OTHER
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				<input type="checkbox"/> CANCELLED <input type="checkbox"/> OTHER
	<b>OTHER</b>				<input type="checkbox"/> CANCELLED <input type="checkbox"/> OTHER



DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER  
**Hidalgo County**  
**Attn: Purchasing Department**  
**2812 S Highway Bus. 281**  
**Edinburg, Texas 78539**

ADDITIONAL INSURED / INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY KIND ON 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.

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

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

- 1. Licenses: \_\_\_\_\_.
- 2. Bonds: \_\_\_\_\_.
- 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, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

# EXHIBIT "D"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	<b>OFFICE USE ONLY</b> Date Received:	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; 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.</p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Signature of person doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Date</p>		

Adopted 09/29/2011

*(Copy of receipt and this form must be submitted with bid)*



**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)

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

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

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

---

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

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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)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
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/IDDD 1-800-829-4059.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. 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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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

# EXHIBIT "B"

HIDALGO COUNTY

"Repairs- Removal- Installation and/or Purchase of Mobile Radios-Computers & Other Misc. Equipment"

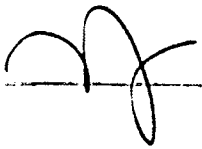
BID No.: 2015-017-01-28-SGS

ITEMS		Removal Price	Installation Price	Repair Price (Per Hour)
NTPG CODES	<b>RADIOS</b>			
055-67	Police Radio truck/rear mount to include speaker & mic	\$ 20 <sup>50</sup>	\$ 39 <sup>00</sup>	\$ 28 <sup>90</sup>
055-67	Police Radio dash mount to include speaker & mic	\$ 9 <sup>50</sup>	\$ 24 <sup>00</sup>	\$ 28 <sup>90</sup>
055-67	Police Radio concealed mount to include speaker & mic	\$ 20 <sup>50</sup>	\$ 39 <sup>00</sup>	\$ 28 <sup>90</sup>
726-88	Hand held, mobile/portable, two way, radio systems etc. Motorola, Johnson etc.)	\$ 0 <sup>00</sup>	\$ 0 <sup>00</sup>	\$ 28 <sup>90</sup>
726-56	Band Radios (i.e. ICOM Amateur Band Radio (HAM) etc.	\$ 0 <sup>00</sup>	\$ 0 <sup>00</sup>	\$ 28 <sup>90</sup>
726-89	Radio Base	\$ 0 <sup>00</sup>	\$ 0 <sup>00</sup>	\$ 28 <sup>90</sup>
928-27	Radio Frequency Program	\$ 0 <sup>00</sup>	\$ 0 <sup>00</sup>	\$ 28 <sup>90</sup>
928-27	Radio Frequency De-Program	\$ 0 <sup>00</sup>	\$ 0 <sup>00</sup>	\$ 28 <sup>90</sup>
928-27	Create and/or Change radio template	\$ 0 <sup>00</sup>	\$ 0 <sup>00</sup>	\$ 100 <sup>00</sup>
	<b>ANTENNAS</b>			
055-67	Antenna Roof Mount	\$ 6 <sup>00</sup>	\$ 9 <sup>00</sup>	\$ 28 <sup>90</sup>
055-67	Antenna Window Mount	\$ 5 <sup>00</sup>	\$ 8 <sup>00</sup>	\$ 25 <sup>00</sup>
055-67	Antenna Concealed Mount	\$ 9 <sup>00</sup>	\$ 19 <sup>00</sup>	\$ 28 <sup>90</sup>
726-16	Antenna Tuning	\$ 0 <sup>00</sup>	\$ 0 <sup>00</sup>	\$ 28 <sup>90</sup>
	<b>SIRENS</b>			
055-79	12 Volt Sirens	\$ 12 <sup>00</sup>	\$ 24 <sup>00</sup>	\$ 28 <sup>90</sup>
055-16	Siren Speakers Push Bar Mounted	\$ 11 <sup>00</sup>	\$ 17 <sup>00</sup>	\$ 28 <sup>90</sup>
055-16	Siren Speakers Concealed Mounted	\$ 11 <sup>00</sup>	\$ 19 <sup>00</sup>	\$ 28 <sup>90</sup>
055-16	Multi-function Siren Box	\$ 14 <sup>00</sup>	\$ 24 <sup>00</sup>	\$ 28 <sup>90</sup>
055-83	Undercover Siren with position switch	\$ 14 <sup>00</sup>	\$ 29 <sup>00</sup>	\$ 28 <sup>90</sup>
055-16	Siren with PA	\$ 14 <sup>00</sup>	\$ 29 <sup>00</sup>	\$ 28 <sup>90</sup>
055-16	Siren Control head	\$ 14 <sup>00</sup>	\$ 29 <sup>00</sup>	\$ 28 <sup>90</sup>
	<b>LIGHT BAR</b>			
055-57	Roof Mount Light bar to include controller	\$ 18 <sup>50</sup>	\$ 49 <sup>00</sup>	\$ 28 <sup>90</sup>
055-57	Directional Light bar -roof mount to include controller	\$ 14 <sup>00</sup>	\$ 49 <sup>00</sup>	\$ 28 <sup>90</sup>
055-57	Directional Light bar - interior mount to include controller	\$ 14 <sup>00</sup>	\$ 49 <sup>00</sup>	\$ 28 <sup>90</sup>
055-57	Any make and/or model emergency light bar source interior and or exterior mount	\$ 14 <sup>00</sup>	\$ 49 <sup>00</sup>	\$ 28 <sup>90</sup>
055-57	Specialty overhead roof mount and/or side mount acceleratory lighting into include all components (example: alternate rely, switches etc.)	\$ 14 <sup>00</sup>	\$ 49 <sup>00</sup>	\$ 28 <sup>90</sup>
	<b>OTHER</b>			
055-12	Video Camera System-to include power supply (interior)	\$ 17 <sup>00</sup>	\$ 89 <sup>00</sup>	\$ 28 <sup>90</sup>
680-77	Radars with Antennas	\$ 14 <sup>00</sup>	\$ 59 <sup>00</sup>	\$ 28 <sup>90</sup>
725-60	Mobile Data Computers & stands with power supply	\$ 14 <sup>00</sup>	\$ 39 <sup>00</sup>	\$ 28 <sup>90</sup>
055-67	Computer Mount/docking station	\$ 0 <sup>00</sup>	\$ 39 <sup>00</sup>	\$ 28 <sup>90</sup>
055-67	Grille Lights (Halogen, LED or Strobe) push bar mount	\$ 0 <sup>00</sup>	\$ 24 <sup>00</sup>	\$ 28 <sup>90</sup>
055-67	Grille Lights (Halogen, LED or Strobe) concealed mount	\$ 0 <sup>00</sup>	\$ 24 <sup>00</sup>	\$ 28 <sup>90</sup>
055-57	Rear Deck Lights (Halogen, LED or Strobe) (interior/exterior)	\$ 0 <sup>00</sup>	\$ 24 <sup>00</sup>	\$ 28 <sup>90</sup>
055-57	Dash Lights (Halogen, LED or Strobe) (interior/exterior)	\$ 0 <sup>00</sup>	\$ 14 <sup>00</sup>	\$ 28 <sup>90</sup>
680-42	Prisoner Cages front/rear	\$ 14 <sup>00</sup>	\$ 29 <sup>00</sup>	\$ 28 <sup>90</sup>
680-42	Window Barriers	\$ 0 <sup>00</sup>	\$ 14 <sup>00</sup>	\$ 28 <sup>90</sup>
055-74	Shotgun/Rifle Rack (all mounts & types)	\$ 0 <sup>00</sup>	\$ 17 <sup>00</sup>	\$ 28 <sup>90</sup>
055-67	Shop Brackets for specialty designed light mounting	\$ 0 <sup>00</sup>	\$ 9 <sup>00</sup>	\$ 0 <sup>00</sup>
055-35	Modem GPS	\$ 0 <sup>00</sup>	\$ 24 <sup>00</sup>	\$ 28 <sup>90</sup>
340-28	Fire Extinguisher - to include brackets	\$ 4 <sup>00</sup>	\$ 4 <sup>00</sup>	\$ 28 <sup>90</sup>
055-57	Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	\$ 0 <sup>00</sup>	\$ 19 <sup>00</sup>	\$ 28 <sup>90</sup>
055-57	Strobe Power Supplies	\$ 0 <sup>00</sup>	\$ 14 <sup>00</sup>	\$ 28 <sup>90</sup>
285-34	Fuse Panel	\$ 0 <sup>00</sup>	\$ 17 <sup>00</sup>	\$ 28 <sup>90</sup>

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Witnessed

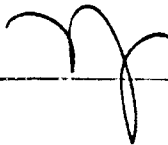


285-95	Switch Panel	\$ 9 <sup>00</sup>	\$ 19 <sup>00</sup>	\$ 28 <sup>90</sup>	
680-33	K-9 Hotdog System	\$ 9 <sup>00</sup>	\$ 29 <sup>00</sup>	\$ 28 <sup>90</sup>	
285-34	K-9 Door Popper	\$ 9 <sup>00</sup>	\$ 9 <sup>00</sup>	\$ 28 <sup>90</sup>	
055-83	Wig-Wag Flasher	\$ 9 <sup>00</sup>	\$ 14 <sup>00</sup>	\$ 28 <sup>90</sup>	
060-37	Flash Light Charger	\$ 4 <sup>00</sup>	\$ 9 <sup>00</sup>	\$ 28 <sup>90</sup>	
055-36	Push Bumpers	\$ 14 <sup>00</sup>	\$ 24 <sup>00</sup>	\$ 0 <sup>00</sup>	
055-16	Center Console	\$ 14 <sup>00</sup>	\$ 24 <sup>00</sup>	\$ 0 <sup>00</sup>	
255-30	Vehicle Graphics	\$ 99 <sup>00</sup>	\$ 69 <sup>00</sup>	\$ 28 <sup>90</sup>	
055-67	Cut Off Stop & Back up Ligts	\$ 14 <sup>00</sup>	\$ 49 <sup>00</sup>	\$ 28 <sup>90</sup>	
055-68	LED Dash Lights	\$ 9 <sup>00</sup>	\$ 24 <sup>00</sup>	\$ 28 <sup>90</sup>	
285-95	Kill Switch	\$ 9 <sup>00</sup>	\$ 9 <sup>00</sup>	\$ 28 <sup>90</sup>	
060-37	Extra Outlet (Cig. Lighter type)	\$ 9 <sup>00</sup>	\$ 9 <sup>00</sup>	\$ 28 <sup>90</sup>	
840-70	Charge Guard ( to include relay)	\$ 9 <sup>00</sup>	\$ 19 <sup>00</sup>	\$ 28 <sup>90</sup>	
840-70	Shut Down Timer	\$ 9 <sup>00</sup>	\$ 9 <sup>00</sup>	\$ 28 <sup>90</sup>	
725-14	QPA-1125 Dual Slot Charger	\$ 0 <sup>00</sup>	\$ 0 <sup>00</sup>	\$ 28 <sup>90</sup>	
055-74	Shop Brackets for specialty designed Shotgun/Rifle Rack mounting	\$ 9 <sup>00</sup>	\$ 29 <sup>00</sup>	\$ 28 <sup>90</sup>	
680-33	K-9 Rear Insert	\$ 9 <sup>00</sup>	\$ 49 <sup>00</sup>	\$ 0 <sup>00</sup>	
	<b>PURCHASE PARTS</b>		<b>Price Per Unit</b>		
		<i>1-5 units</i>	<i>6-10 units</i>	<i>11-15 units</i>	<i>16 or more</i>
055-57	Whelen VTX609J split color, red, blue, white and/or amber with 9 foot cable	84 <sup>00</sup>	77 <sup>00</sup>	77 <sup>00</sup>	77 <sup>00</sup>
055-57	Whelen VTX609C split color, red, blue, white and/or amber with 9 foot cable	84 <sup>00</sup>	77 <sup>00</sup>	77 <sup>00</sup>	77 <sup>00</sup>
055-57	Whelen VTX609R split color, red, blue, white and/or amber with 9 foot cable	84 <sup>00</sup>	77 <sup>00</sup>	77 <sup>00</sup>	77 <sup>00</sup>
055-57	Whelen Tam85 six lamp super LED traffic advisor with two end flashing super led blue, red and/or amber 46.82 inch long to include control box	991 <sup>00</sup>	903 <sup>00</sup>	903 <sup>00</sup>	903 <sup>00</sup>
055-57	Whelen VTX609R Vertex super led light red, blue, amber or white 9 foot cable	84 <sup>00</sup>	77 <sup>00</sup>	77 <sup>00</sup>	77 <sup>00</sup>
055-57	Whelen IONSMJ surface mount ION LT red/blu with black housing	112 <sup>00</sup>	102 <sup>00</sup>	102 <sup>00</sup>	102 <sup>00</sup>
055-57	SSWFPOS16 100% solid state headlight and taillight flasher 2 outlet 160 watts per outlet with seven flash patterns to include plug for positive switching	70 <sup>00</sup>	64 <sup>00</sup>	64 <sup>00</sup>	64 <sup>00</sup>
055-57	Whelen M4J split color with clear outer lens side by side red/amber and red/blue only internal flasher with flash patterns and synchronize feature	154 <sup>00</sup>	140 <sup>00</sup>	140 <sup>00</sup>	140 <sup>00</sup>
055-57	Whelen M4FB m4 led lasher blue/red flange, black	6 <sup>00</sup>	6 <sup>00</sup>	6 <sup>00</sup>	6 <sup>00</sup>
055-57	Whelen SA315P 123Db speaker nylon composite to include mounting bracket	202 <sup>00</sup>	184 <sup>00</sup>	184 <sup>00</sup>	184 <sup>00</sup>
055-57	Whelen 295SLSA6 single unite siren with 9 switch light control and standard switching now with park kill and timed out relay with 17 scan lock siren tones	441 <sup>00</sup>	402 <sup>00</sup>	402 <sup>00</sup>	402 <sup>00</sup>
285-34	Small Fuse Holder	1 <sup>00</sup>	1 <sup>00</sup>	1 <sup>00</sup>	1 <sup>00</sup>
285-34	Large fuse holder	4 <sup>00</sup>	4 <sup>00</sup>	4 <sup>00</sup>	4 <sup>00</sup>
060-37	Distribution Block	27 <sup>00</sup>	20 <sup>00</sup>	20 <sup>00</sup>	20 <sup>00</sup>
285-34	Standard ATC Fuse 10 Amp	1 <sup>00</sup>	1 <sup>00</sup>	1 <sup>00</sup>	1 <sup>00</sup>
055-83	Round Rocker Switch Black	5 <sup>00</sup>	5 <sup>00</sup>	5 <sup>00</sup>	5 <sup>00</sup>
285-34	40 AMP AGU Type Fuse	1 <sup>00</sup>	1 <sup>00</sup>	1 <sup>00</sup>	1 <sup>00</sup>
060-36	Bosch Mini Giant Relay	5 <sup>00</sup>	4 <sup>00</sup>	4 <sup>00</sup>	4 <sup>00</sup>
060-37	Charge Guard	85 <sup>00</sup>	77 <sup>00</sup>	77 <sup>00</sup>	77 <sup>00</sup>
055-83	SPDT Center Off Rocker Switch	3 <sup>00</sup>	2 <sup>00</sup>	2 <sup>00</sup>	2 <sup>00</sup>
055-57	Corner Strobe Assy.	370 <sup>00</sup>	338 <sup>00</sup>	338 <sup>00</sup>	338 <sup>00</sup>
060-24	Strap Kit	70 <sup>00</sup>	63 <sup>00</sup>	63 <sup>00</sup>	63 <sup>00</sup>
726-90	STD Palm Microphone (Gcai)	107 <sup>00</sup>	50 <sup>00</sup>	50 <sup>00</sup>	50 <sup>00</sup>
060-24	Mobile Pwr Cbl HIPWR	31 <sup>00</sup>	28 <sup>00</sup>	28 <sup>00</sup>	28 <sup>00</sup>
055-83	Mini Cluster Box	4 <sup>00</sup>	3 <sup>00</sup>	3 <sup>00</sup>	3 <sup>00</sup>
055-83	Automotive Rocker Switch	1 <sup>00</sup>	1 <sup>00</sup>	1 <sup>00</sup>	1 <sup>00</sup>
060-24	Paoduit	2 <sup>00</sup>	2 <sup>00</sup>	2 <sup>00</sup>	2 <sup>00</sup>
055-83	Rocker Switches For Whelen	6 <sup>00</sup>	5 <sup>00</sup>	5 <sup>00</sup>	5 <sup>00</sup>
055-83	SPST 25A LED SWITCH	5 <sup>00</sup>	5 <sup>00</sup>	5 <sup>00</sup>	5 <sup>00</sup>
726-90	Mini UHF Male Conn	3 <sup>00</sup>	3 <sup>00</sup>	3 <sup>00</sup>	3 <sup>00</sup>

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01:45am

Witnessed



726-90	Mini ATC Fuse 5 Amp	1 <sup>00</sup>	1 <sup>00</sup>	1 <sup>00</sup>	1 <sup>00</sup>
726-16	Antenna 1/4 Wave 152-162	13 <sup>00</sup>	12 <sup>00</sup>	12 <sup>00</sup>	12 <sup>00</sup>
055-37	Halogen bulb 27W Halogen bulb	21 <sup>00</sup>	20 <sup>00</sup>	20 <sup>00</sup>	20 <sup>00</sup>
055-57	Fed Signal Corner Strobe Head	30 <sup>00</sup>	27 <sup>00</sup>	27 <sup>00</sup>	27 <sup>00</sup>
285-95	L. V. SW. Assey (electrical wiring- radios, lights etc)	45 <sup>00</sup>	41 <sup>00</sup>	41 <sup>00</sup>	41 <sup>00</sup>
726-90		4 <sup>00</sup>	4 <sup>00</sup>	4 <sup>00</sup>	4 <sup>00</sup>
055-83	Knob (radio or light)	4 <sup>00</sup>	4 <sup>00</sup>	4 <sup>00</sup>	4 <sup>00</sup>

Mark Up Rate on all non-listed Parts 12.75 %

**Warranties** - (minimum 60 days):

\* Parts: 6 MTH.

\* Labor: 100 Days

**Item(s) not-listed, but required** - Vendor(s) invoices with Mark up pricing must include & reflect the following information.  
(All supporting documentation must accompany invoices.)

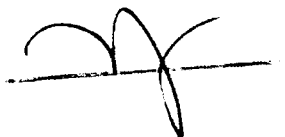
SAMPLE -INVOICE FORMAT						
Description Of Item	Qty	Cost	Markup %	Markup pricing	Markup total price	Invoice Amt.

OPENED

1/28/15

9:45am

Witnessed



**ACKNOWLEDGMENT FORM**

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'S

NAME:

South Texas Communications

ADDRESS:

709 E. Pecan

CITY/STATE/ZIP CODE:

McAllen, Tx. 78501

PHONE NUMBER/:

956-687-8591

CELLULAR NUMBER:

FAX NUMBER:

956-687-1735

AUTHORIZED

SIGNATURE:

Isidra Basaldua

EMAIL ADDRESS:

Sidb@stcradios.com

PRINTED NAME:

Isidra Basaldua

TITLE:

Business Administrator

DATE:

1/28/15

**EXHIBIT "C"**  
INSURANCE REQUIREMENTS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2015

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

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

**PRODUCER**  
Shepard Insurance Agency  
5801 N 10th St Ste 300  
McAllen, TX 78504

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (956) 686-3888  
**FAX (A/C, No):** (956) 682-5650  
**E-MAIL ADDRESS:** shepard@shepins.com

**INSURED**  
South Texas Communications, Inc.  
P.O. Box 3712  
McAllen, TX 78502

**INSURER(S) AFFORDING COVERAGE**

<b>INSURER A:</b> United Fire Lloyds	<b>NAIC #</b> 43559
<b>INSURER B:</b> American Hallmark Ins Co of TX	<b>43494</b>
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

### 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 INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		85318377	04/20/2014	04/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input checked="" type="checkbox"/> LOC OTHER					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		85318377	04/20/2014	04/20/2015	BODILY INJURY (Per person) \$
	ALL OWNED AUTOS SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000
A	EXCESS LIAB CLAIMS-MADE		85318377	04/20/2014	04/20/2015	AGGREGATE \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					Aggregate \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUT VE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	AHWC1966	02/01/2015	02/01/2016	E.L. EACH ACCIDENT \$ 1,000,000
	If yes describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garage & Dealers (Si)		85318377	04/20/2014	04/20/2015	Each Covered Auto 45,000

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

### CERTIFICATE HOLDER

Hidalgo County Purchasing Dept. Attn: Elena  
2812 South Business 281  
Edinburg, TX 78539

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**22. Budget & Management - Sergio Cruz:**

- A. AI -48568** Approval to submit request for funds (unclaimed capital credits) from the Texas Comptroller of Public Accounts as authorized under Texas Property Code §74.602, with authority for County Judge to sign the letter of request.

**B. Budget Appropriations:**

1. **AI -48687** Justice Court Bldg. Security Fund (1245):  
Approval of 2015 appropriation of funds for the Justice Court Bldg Security fund in the amount of \$76,142.50 to fund the purchase of surveillance cameras for the JP offices.
2. **AI -48555** CO2010A&B (1342)  
Approval of 2015 appropriation of funds in the amount of \$29,759.91 to fund anticipated expenditures related to the Former Administration project.
3. **AI -48674** 1115 Waiver (1100):
  - A. Approval to undesignate the amount of \$509,859.40 in the year 2014 from the 1115 Waiver Assigned Fund Balance.
  - B. Approval of 2014 interdepartmental transfer from 1115 Waiver DSRIP (240-005) to Co. Wide Adm.-Contingency (115-002) in the amount of \$500,000.00.

**23. 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 -48545**

Requesting authority to approve and accept the purchase of equipment, services, software maintenance & support services from Everbridge Emergency Notification (awarded vendor through our membership/participation with the GSA contract #GS-#35F-0692P) for a term of (5) five years with first year prorated for the amount of \$72,568.74 commencing April 01, 2015, and thereafter \$96,758.31 per year.

**APPROVED**

**2. AI -48502**

Presentation of sole responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and (meeting all specifications and/or requirements) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County- "Repair-Removal-Installation and/or Purchase of Mobile Radios-Computers and Other Misc. Equipment" through project no.: 2015-017-01-18-SGS.



**AGENDA**  
**HIDALGO COUNTY**  
**COMMISSIONERS COURT MEETING**  
**March 3, 2015**  
**9:30 A.M.**

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

- 1. Roll Call**
- 2. Pledge of Allegiance - Veterans of Foreign Wars Sgt. Benito Alaniz Post 7473 Color Guard**
- 3. Prayer**
- 4. Approval of Consent Agenda**
- 5. Open Forum**
- 6. County Judge's Office:**
  - A. AI -48689** Resolution in honor of Eugene Gutierrez, a member of the first Special Service Force during World War II, for receiving a Congressional Gold Medal
  - B. AI -48691** Resolution supporting a proposed affordable housing community - Project La Palmilla
  - C. AI -48693** Resolution supporting a proposed affordable housing community - The Heights
  - D. AI -48707** Resolution in support of Senator Juan Hinojosa's Border Security Plan
  - E. AI -48700** 1. Approval to rescind action taken on 2/17/15 appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term (Pct. #2 appointment only)  
2. Appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term, effective March 3, 2015.
  - F. AI -48701** Discussion, consideration, and approval of the creation of the Hidalgo County Literacy Program, as authorized under Section 381.004(b)(6) of the Texas Local Government Code.
  - G. AI -48708** Discussion regarding communication from Texas Department of Housing & Community Affairs in reference to grant funding for Community Service Agency (CSA)