

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-16-013-01-26

THIS LEASE (the "Lease") is made on this **26th** day of **January, 2016**, by and between **Ray Jones**, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **The County of Hidalgo**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessee submitted a bid in response to the Notice of Bid in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" (Lessess's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"). Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A-1", attached hereto for the purpose of establishing citizen collection sites (the "Citizen Collection Site") within certain areas of Hidalgo County Precinct One. These premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period of **one (1) year** commencing on **February 4, 2016** (as hereinafter defined) and ending on **February 3, 2017** (as hereunder defined) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2)-one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term if Lessee desires to renew for the renewal period. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.4; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a tenancy at sufferance, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the other party thirty (30) days written notice. Upon Lessee electing to terminate, this Lease shall cease and come to an end as if the day of the termination election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to the product of **Four Hundred Fifty Dollars (\$450.00)** per month, of the Premises as described in Exhibit B. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by the number of calendar days in the month, and multiplying the result by the number of days remaining in the month that includes the Commencement.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor in such location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for landfill transfer and any other lawful purposes.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

OMIT

ARTICLE 5. UTILITIES

Intentionally Deleted

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that

Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease provide, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and

smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessee shall furnish Lessor with the original of all insurance policies required by this Article. If Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessee fails to deliver proof of insurance showing coverages to Lessor prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessee under this Lease; or Lessor may, but shall not be required to take out such insurance and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this Article. Lessee agrees to reimburse Lessor all amounts spent by Lessor to procure and

maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and

reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Lessor's Lien

12.2 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Leased Premises as security for rent due and to become due for the remainder of the current Lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any manner affect, the statutory landlord's lien given by law but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the conduct of Lessee's business in the ordinary course of business and Lessee's actions in the ordinary conduct of Lessee's business shall be free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold and re-enter and relet the Premises as provided in the preceding paragraph, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public or private sale or of the time after that any private sale is to be made for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to repairing damage to the Leased Premises, if any, then to the payment of any rent due or to become due under this Lease, with balance, if any, to be paid to Lessee.

Default by Lessor

12.3 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, lessee may elect that:

Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall

remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Ray Jones
P.O. Box 565
Mercedes, Texas 78570

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental

authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

15.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the 26th day of January, 2016.

LESSOR:
By: Ray Jones

LESSEE:
Ramon Garcia
Ramon Garcia, County Judge

ATTEST:
Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP.
By: Stephen L. Crain
Stephen L. Crain

APPROVED BY
COMMISSIONERS' COURT
ON: 1/26/16 mb



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

January 21, 2016

Ray Jones, Owner

Bidder's name

P.O. Box 565

Address

Mercedes

City

Texas 78570

State, Zip Code

Re: **Bid No: 2015-013-12-09-SGS**
HIDALGO COUNTY PRECINCT NO. 1
Request for Bids-Lease Parcel for Citizen Collection Site(s)-1 in Mercedes and 1 in Donna

Dear Mr. Jones:

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced bid, you must complete Form 1295. You can find the 1295 form through the Texas Ethics Commission at the following website:

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

In box 3 of Form 1295, provide the Bid No.: **2015-013-12-09-SGS** shown above. Once completed, Form 1295 must be signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners Court on **February 2, 2016**, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: evangelina.garcia@co.hidalgo.tx.us on or before **10:00 a.m., Tuesday, January 26, 2016**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

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/vyg
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-5004

Date Filed:
01/22/2016

Date Acknowledged:

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

Ray Jones
Mercedes, TX United States

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

Hidalgo County Precinct No. 1

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

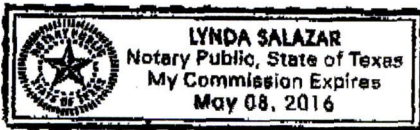
2015-013-12-09-SGS
Lease Parcel for Citizen Collection Site in Mercedes

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



Ray Jones
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ray Jones, this the 22 day of January, 20 16, to certify which, witness my hand and seal of office.

Lynda Salazar
Signature of officer administering oath

Lynda Salazar
Printed name of officer administering oath

Notary Public, State of Texas
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2016-5004

Date Filed:
 01/22/2016

Date Acknowledged:
 01/25/2016

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

Ray Jones
 Mercedes, TX United States

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

Hidalgo County Precinct No. 1

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

2015-013-12-09-SGS
 Lease Parcel for Citizen Collection Site in Mercedes

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

5 Check only if there is NO Interested Party.

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

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

**EXHIBIT “A”
RFB PACKET**



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

November 23, 2015

Participant's name

Address

City

State, Zip Code

Re: HIDALGO COUNTY PRECINCT NO. 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S)-1 IN MERCEDES
AND 1 IN DONNA "
RFB No: 2016- 013-12-09-SGS

Dear Ladies/Gentlemen,

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

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB procurement 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
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)
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“LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S) -1 IN MERCEDES AND
1 IN DONNA ”
RFB NO: 2016-013-12-09-SGS

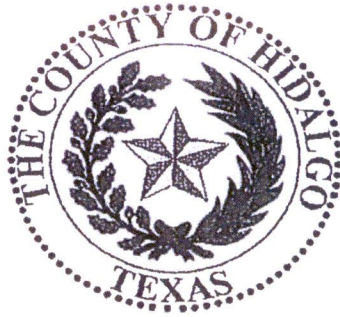
Item	Description	No. of Pages
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9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	Draft Requirements Agreement	16

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

November 23, 2015
Date



HIDALGO COUNTY

REQUEST FOR BIDS

"LEASE OF PARCELS FOR CITIZENS COLLECTION SITES:
ONE (1) IN MERCEDES AND ONE (1) IN DONNA"

RFB No.: 2015-013-12-09-SGS

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

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

- Page 8 of Legal Notice
- Exhibit "C" -Acknowledgement forms (pages 3 and 4)
- Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.
- Vendor Bidder Application and IRS form W-9
- Certification Regarding Debarment
- One Original, 3 Copies, of a complete copy of Bid Response/Bid Page.
- Property ID number and/or Geographical ID number
- Legal description as listed in your local Appraisal District Office.

Bid No: 2016-013-12-09-SGS

Buyer II: Sandy Suarez

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

REQUEST FOR BIDS

HIDALGO COUNTY (PRECINCT No. 1)

**“LEASE OF PARCELS FOR CITIZENS COLLECTION SITE(S):
ONE (1) IN MERCEDES AND ONE (1) IN DONNA”**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT NO. 1 – “LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S): ONE (1) IN MERCEDES AND ONE (1) IN DONNA”** 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-2016-013-12-09-SGS - HIDALGO COUNTY PRECINCT NO. 1 – “LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S): ONE (1) IN MERCEDES AND ONE (1) IN DONNA”** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DECEMBER 09, 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-2016-013-12-09-SGS- HIDALGO COUNTY PRECINCT NO. 1 – “LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S): ONE (1) IN MERCEDES AND ONE (1) IN DONNA”.** 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(s) 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: (IF APPLICABLE)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
 Martha L. Salazar, Purchasing Agent
 (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number or Contract Number (if any)
 - d) Notation - **HIDALGO COUNTY PRECINCT NO. 1 - "LEASE OF**

PARCEL FOR CITIZEN COLLECTION SITE(S): ONE (1) IN MERCEDES AND ONE (1) IN DONNA". 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 Precinct No. 1
Attn: Katia Garcia
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-8733

17. Schedule of Events

Bid Opening, 9:30 AM	<u>DECEMBER 09, 2015</u>
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

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

. 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 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 laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY
PRECINCT NO. 1**
**“LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S): ONE (1) IN
MERCEDES AND ONE (1) IN DONNA”**

BID NO.: 2016-013-12-09-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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"
HIDALGO COUNTY PRECINCT NO. 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S) 1 IN MERCEDES AND 1 IN
DONNA"
RFB NO.: 2016-013-12-09-SGS

SCOPE OF SERVICES:

The County Of Hidalgo is accepting sealed bids to lease two parcels of land for Hidalgo County Precinct NO. 1 for the purpose of establishing citizen collections site(s); One (1) in Mercedes and One (1) in Donna including, but not limited to the following:

SPECIFICATIONS

1. Property Locations within the areas of:
 - a. South of FM 493 and Mile West, Donna, Texas
 - b. One (1) Mile South of Business 83 on Mile 1 East, Mercedes, Texas
2. Lease must be on a monthly basis.
3. Owner must submit copy of property insurance.

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for Lease of Parcel for Citizen Collection Site(s): One (1) in Mercedes and One (1) in Donna for Hidalgo County Precinct No 1.
2. Hidalgo County is requesting that all interested vendor(s) submitting bids for the project, **must provide the following:**
 - a. Property ID number and/or Geographical ID number;
 - b. Legal description as listed in your local Hidalgo County Appraisal District for proposed property;
3. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.
4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities¹¹ or technicalities or to accept the bid considered the best and most advantage to the County.
5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without

EXHIBIT "A"
HIDALGO COUNTY PRECINCT NO. 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S) 1 IN MERCEDES AND 1 IN
DONNA"
RFB NO.: 2016-013-12-09-SGS

taking any action.

7. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.
8. Vendor must submit and maintain all proper insurances for the duration of contract term. (refer to EXHIBIT C).
9. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
10. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

TERM: The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year under the same rates, terms and conditions.

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, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL to: sandy.suarez@co.hidalgo.tx.us , NO LATER THAN Wednesday, December 02, 2015 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile or via email by no later than Friday, December 04, 2015 by 5:00 p.m.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO 1
"LEASE PARCEL FOR CITITZEN COLLECTION SITE(S) -1 IN MERCEDES AND 1
IN DONNA"
RFB NO.: 2015-013-12-09-SGS

Monthly Premium

The following fees are on a monthly basis only:

Location A: South of FM 493 and Mile West, Donna, Texas \$

Location B: 1- Mile South of Business 83 on Mile 1 East,
Mercedes, Texas \$

> **Location A:**

Property ID and/or
Geographical ID: _____

Legal Description of Property: _____

> **Location B:**

Property ID and/or
Geographical ID: _____

Legal Description of Property: _____

(NIGP CODE: 971-35)

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR No. _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

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

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

CERTIFICATE HOLDER

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 OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

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

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's 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 Commissioner's Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met; see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

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

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

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

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

- 1. Licenses: _____.
- 2. 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"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship.		
_____ Name of Officer		
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income, from the filer of the questionnaire?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
_____ Signature of person doing business with the governmental entity		_____ Date

HIDALGO COUNTY PURCHASING DEPARTMENT

Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ()
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ()
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): ___ Individual ___ Partnership ___ Corporation ___ Non-Profit ___ LLC ___ Sole Proprietor ___ Other, Specify	
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.	
State of Incorporation: _____ Date: _____ Other: _____	
Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ Broker ___ Distributor ___ Service Organization ___ Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: _____ _____	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership) is _____	
<input checked="" type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input checked="" type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input type="checkbox"/> More than 500,000 annual gross receipt	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?:	
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
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HIDALGO COUNTY PURCHASING DEPARTMENT

Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: _____		Telephone No. () _____	
dba Name: _____			
Legal Name: _____			
Mailing Address : _____		Fax No. () _____	
Physical Address: _____			
City, State, Zip _____		Tax I.D. No. _____	
Remit to Address : _____		City, State, Zip _____	
E-Mail Address: _____			
Representative(s) Name(s) & Title(s) _____			
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as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a tenancy at sufferance, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the other party thirty (30) days written notice. Upon Lessee electing to terminate, this Lease shall cease and come to an end as if the day of the termination election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

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Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.:		

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ()
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ()
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one):	_____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No. _____	(Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____
State of Incorporation: _____	Date: _____ Other: _____
Type of Business (check one):	_____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: _____	
Small and/or Disadvantaged Business Information (check application criteria) Small Business: _____ Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American <input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Women
<input checked="" type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt	
Have you been certified as a HUB or an MBE/WBE source?:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate Certification No.(s): _____	or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No
What type of product(s) is/are solicited by your company?:	
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.:	

HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

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Company Name:	Telephone No. ())
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ())
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): ___ Individual ___ Partnership ___ Corporation ___ Non-Profit ___ LLC ___ Sole Proprietor ___ Other, Specify	
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.	
State of Incorporation: _____ Date: _____ Other:	
Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ Broker ___ Distributor ___ Service Organization ___ Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input checked="" type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input type="checkbox"/> More than 500,000 annual gross receipt	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?:	
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing):	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.:	

HIDALGO COUNTY PURCHASING DEPARTMENT

Bidder/Vendor Application

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Company Name:	Telephone No. ())
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ())
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): ___ Individual ___ Partnership ___ Corporation ___ Non-Profit ___ LLC ___ Sole Proprietor ___ Other, Specify	
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.	
State of Incorporation: _____ Date: _____ Other: _____	
Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ Broker ___ Distributor ___ Service Organization ___ Other, Specify	
<u>Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</u>	
<small>(1)</small>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership) ___	
<input checked="" type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input checked="" type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input type="checkbox"/> More than 500,000 annual gross receipt	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?:	
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HIDALGO COUNTY PURCHASING DEPARTMENT

Bidder/Vendor Application

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Company Name:	Telephone No. ()	
dba Name:		
Legal Name:		
Mailing Address :	Fax No. ()	
Physical Address:		
City, State, Zip	Tax I.D. No.	
Remit to Address :	City, State, Zip	
E-Mail Address:		
Representative(s) Name(s) & Title(s)		
Type of Organization (check one): ___ Individual ___ Partnership ___ Corporation ___ Non-Profit ___ LLC ___ Sole Proprietor ___ Other, Specify		
State Identification No. _____ (Please attached completed W-9 form with this application)		
Federal Identification No. or (if individual) SS No.		
State of Incorporation: _____ Date: _____ Other: _____		
Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ Broker ___ Distributor ___ Service Organization ___ Other, Specify		
<u>Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)		
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:		<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate Certification No.(s): _____ or are Certificate(s) attached?:		<input type="checkbox"/> Yes <input type="checkbox"/> No
What type of product(s) is/are solicited by your company?:		
Would you like to be provided with specifications for procurements of such products?:		<input type="checkbox"/> Yes <input type="checkbox"/> No
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing):		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.:		

EXHIBIT "B"
BID PAGE

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO 1
"LEASE PARCEL FOR CITITZEN COLLECTION SITE(S) -1 IN MERCEDES AND 1
IN DONNA"
RFB NO.: 2015-013-12-09-SGS

Monthly Premium

The following fees are on a monthly basis only:

Location A: South of FM 493 and Mile West, Donna, Texas \$ _____
 Location B: 1- Mile South of Business 83 on Mile 1 East, Mercedes, Texas \$ 450.00

OPENED

9:34
 12/9/15

Witnessed

➤ **Location A:**
 Property ID and/or Geographical ID: _____
 Legal Description of Property: _____

[Signature]

➤ **Location B:**
 Property ID and/or Geographical ID: _____
 Legal Description of Property: 1 mile South of Bus 83, mile 1 E, Mercedes
South Portion of Capasillo E. 4.92 AC
LOT 9, BLK 67

(NIGP CODE: 971-35)

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: RAY JONES
 ADDRESS: P.O. BOX 565
 CITY/STATE/ZIP CODE: MERCEDES TX 78570
 PHONE & FAX NO'S: (ph) 956-565-5490 ; (FAX) 956-565-4116
 CELLULAR No. 956-454-6332
 EMAIL ADDRESS: RCJONES@NETZERO.NET
 AUTHORIZED SIGNATURE: *[Signature]*
 PRINTED NAME: RAY JONES
 TITLE: OWNER

EXHIBIT "A-1"
PROPERTY DESCRIPTION

1 Mile South of Business 83 on Mile 1 East, Mercedes, Texas

The East 4.92 acres of Lot #9, Block Sixty-Seven (67), Capisallo District Subdivision, Hidalgo County, Texas, as per plat thereof recorded in Volume "P", page 226, Deed Records, Hidalgo County, Texas.

EXHIBIT "C"
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2015

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 POLICY 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 certificate holder in lieu of such endorsement(s).

PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Consuelo Cavazos, CISR PHONE (A/C, No, Ext): (956) 565-2481 E-MAIL ADDRESS: consuelo@mcafeeagency.com	FAX (A/C, No): (956) 565-2733
	INSURER(S) AFFORDING COVERAGE	
INSURED Ray Jones P O Box 565 Mercedes TX 78570	INSURER A American States Ins Co of TX	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 2015-2016	REVISION NUMBER:
------------------	--------------------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY	X		04FR005304 - 7	11/20/2015	11/20/2016	EACH OCCURRENCE	\$ 250,000		
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000		
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000		
	<input checked="" type="checkbox"/> Farm Liability						PERSONAL & ADV INJURY	\$ 500,000		
							GENERAL AGGREGATE	\$ 500,000		
							PRODUCTS - COMP/OP AGG	\$ 500,000		
								\$		
P	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$		
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$		
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$		
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$		
								\$		
C	UMBRELLA LIAB						EACH OCCURRENCE	\$		
	EXCESS LIAB						AGGREGATE	\$		
	DED						RETENTION \$	\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N	N/A	E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$
									E.L. DISEASE - POLICY LIMIT	\$

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

County of Hidalgo shall be named as additional Insured on above Farm Liability policy.

Lot 13 Blk 40 & Lot 9 Blk 67 S/E of Mercedes, TX 78570

CERTIFICATE HOLDER sandy.suarez@co.hidalgo.tx Hidalgo County. 2802 S. Business Hwy 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert R Garza/CO <i>Robert R Garza</i>
--	--

Your Independent Liberty Mutual Insurance Agent:

MC AFEE AGENCY
PO BOX 625
MERCEDES, TX 78570

(956) 565-2481

RAY JONES
PO BOX 565
MERCEDES, TX 78570

**Your
COMMERCIAL INSURANCE POLICY**



AMERICAN STATES INSURANCE COMPANY OF TEXAS

A Stock Company
Safeco Plaza
Seattle, WA 98185-0001

3280
020000130058000004000150280





AMERICAN STATES INSURANCE COMPANY OF TEXAS

SEATTLE, WASHINGTON
COMMERCIAL INSURANCE POLICY

NAMED INSURED AND MAILING ADDRESS
RAY JONES
PO BOX 565
MERCEDES, TX 78570

RENEWAL DECLARATIONS

POLICY NUMBER 04-FR-005304-8
RENEWAL OF 04-FR-005304-7 11-98

POLICY PERIOD FROM 11-20-15 TO 11-20-16 12:01 AM
STANDARD TIME AT LOCATION SHOWN ABOVE.

AGENT NAME AND ADDRESS
MC AFEE AGENCY
PO BOX 625
MERCEDES, TX 78570
4252847 (956) 565-2481

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS \$500.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #828-7548-860-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL FARM COVERAGE PART \$ 500.00
500.00

3281
020000140058000004000150281



COUNTERSIGNATURE

10-21-15
(DATE)

BY

(AUTHORIZED REPRESENTATIVE)

NAMED INSURED **RAY JONES**
 FORM OF BUSINESS: **INDIVIDUAL**
POLICY NO. 04-FR-005304-8

COVERAGE IS PROVIDED ONLY WHERE A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE.

I. Limits of Liability			
Coverage H -	Bodily Injury and Property Damage Liability		
Coverage I -	Personal and Advertising Injury Liability	\$ 500,000	General Aggregate Limit
Coverage J -	Medical Payments		
Coverage H -	Bodily Injury and Property Damage Liability		
Coverage J -	Medical Payments	\$ 500,000	Each "Occurrence" Limit
Coverage I -	Personal and Advertising Injury Liability	\$ 500,000	
Coverage H -	Bodily Injury and Property Damage Liability		
	Fire Damage Limit	\$ 50,000	Any One Fire
Coverage J -	Medical Payments	\$ 5,000	Any One Person Limit
Additional Coverage b. - Damage to Property of Others		\$500	

II. Location of Insured Premises			
Loc No.	Description	No. of Acres	No. of Dwellings
1	LOT 13, BLK 40 & LOT 9, BLK 67 S/E OF MERCEDES, HIDALGO CO, TX	86.84	

III. Coverages
 Coverage is only provided where a premium is shown.

A. Basic Premium	Premium \$500.00
B. Optional Premiums	
Insured Farm Employees - Employers Liability and Medical Payments under Coverages H and J	
Full-time farm employees	
Part-time farm employees	
Custom Farming -	
Additional Dwellings	
Additional Interests	
Other Coverages	

Forms Applicable:

 FLO020(0690) FARM LIABILITY COVERAGE FORM
 FLO105(1187) TEXAS CHANGES
 ILO168(0312) TX CHANGES - DUTIES

 FLO163(1088) AMENDATORY ENDORSEMENT
 ILO275(1113) TX CHANGES - CANCELLATION AND
 ILO017(1198) COMMON POLICY CONDITIONS

 3282
 02000015005800004000150282


Zimbra**evangelina.garcia@co.hidalgo.tx.us**

RE: Lease Agreement-Ray Jones-Lease of Mercedes Parcel-Precinct One

From : Steve Crain <scrain@atlashall.com>

Fri, Jan 15, 2016 04:10 PM

Subject : RE: Lease Agreement-Ray Jones-Lease of Mercedes Parcel-Precinct One**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The lease is fine. My condolences for your loss.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]**Sent:** Friday, January 15, 2016 4:06 PM**To:** Steve Crain <scrain@atlashall.com>**Subject:** Re: Lease Agreement-Ray Jones-Lease of Mercedes Parcel-Precinct One

Mr. Crain;

My apologies as I was out of the office due to a death in my family and I'm now back in the office. Attached is the revised document as requested below for your review/approval in order to proceed with the next available agenda.

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Steve Crain" <scrain@atlashall.com>**To:** "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>**Sent:** Wednesday, January 6, 2016 1:21:33 PM**Subject:** RE: Lease Agreement-Ray Jones-Lease of Mercedes Parcel-Precinct One

In Article 1.2 add in the eighth line after "Article 1.2" the following "or Article 1.4". Change and renumber the second Article 1.3 to Article to Article 1.4.

From: Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]
Sent: Wednesday, January 06, 2016 11:46 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>
Subject: Lease Agreement-Ray Jones-Lease of Mercedes Parcel-Precinct One

Mr. Crain;

Attached for your review/approval is the "Lease Agreement" document with Ray Jones for the lease of parcel in the Mercedes Area-Precinct One so as to proceed with the finalization of this award.

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

Zimbra**evangelina.garcia@co.hidalgo.tx.us**

Signature-Lease Agreement-Bid No: 2015-013-12-09-SGS-Lease Parcel for Citizens Collection Site(s)

From : Evangelina Garcia
<evangelina.garcia@co.hidalgo.tx.us>

Tue, Feb 02, 2016 04:01 PM

Subject : Signature-Lease Agreement-Bid No: 2015-013-12-09-SGS-Lease Parcel for Citizens Collection Site(s)

To : rcjones@netzero.net

Mr. Jones;

I need the above referenced lease agreement to be signed by you and/or an authorized representative on your behalf. If you and/or authorized representative can come by the Purchasing Department Office at 2812 S. Business Hwy. 281, Edinburg and have this document signed so that we can expedite this document for the rest of the signatures.

Appreciate your assistance on this.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

SPECIAL MEETING - January 26, 2016

Vangie

BE IT REMEMBERED, that on this 26th day of January A.D., 2016, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3

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

No action taken on this item.

Court proceeded to Item. 13

11. **Budget & Management:**

- A. AI-53068 Human Services - 1115 Waiver DSRIP (1100):
Approval to designate the amount of \$764,521.67 in the year 2015 for expenditures related to the 1115 Waiver Program.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

12. **Purchasing Department:**

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE 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. AI-52871 Acceptance of two (2) rebate checks from:
1. The Local Government Purchasing Cooperative in the amount of \$ 44,963.47
2. Staples in the amount of \$ 25,442.92 for the year 2014-2015 fiscal year.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. **Hidalgo County**

1. AI-52930 Presentation of bids received for the purposes of award and approval of contract document to vendor submitting the lowest and best bid meeting all specifications and/or requirements as attached hereto for: Hidalgo County - "Sign Language Interpreting Services for Courtroom and Non-Courtroom" and subject to HB1295 and all other HC compliance items.

Ms. Salazar recommended, Allworld Language Consultants.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. **Pct. 1**

1. AI-52678 Presentation of Sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract and subject to compliance with HB23 and HB1295 (if and when applicable)- for Request for Bid titled: Hidalgo County Pct1- "Lease of Parcel for Citizen Collection Site(s) 1 in Mercedes and 1 in Donna" through project No.: 2016-013-12-09-SGS.

As per Ms. Salazar, as of yesterday Mr. Ray Jones complied with House Bill 1295.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

D. **Pct. 3**

1. AI-52689 Approval of Governmental Equipment Lease-Purchase Agreement No. 2758156 between Holt CAT Truck Center thru the Buyboard Contract# 431-13, Caterpillar financial Services Corporation and Hidalgo County for the lease-purchase of two (2) 2016 or newer CT660 Trucks for Pct 3 with authority for the County Judge to sign all related documents for financing purposes and subject to HB1295.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Court proceeded back to Item. 10.A.

13. AI-53079 Discussion and action employing counsel for review of current and past liability lines of coverage for Hidalgo County

Court proceeded to Item. 14

Court proceeded to Item. 15.A & B.

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

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

- A. Real Estate Acquisition

No action taken on this item.

- B. Pending and/or potential litigation

No action taken on this item.

APPROVED

AI-52678

Purchasing Department
12. C. 1.

CC - REGULAR

Meeting
Date: 01/26/2016

Submitted
For: Marty Salazar, PURCHASING DEPT.

Submitted
By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of Sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract and subject to compliance with HB23 and HB1295 (if and when applicable)- for Request for Bid titled: Hidalgo County Pct1- "Lease of Parcel for Citizen Collection Site(s) 1 in Mercedes and 1 in Donna" through project No.: 2016-013-12-09-SGS.

BACKGROUND

1. 3 packets sent out with one response received for the Mercedes location only.
2. Current contract expires February 03, 2016
3. New contract commences February 04, 2016
4. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1100-432-00-121-001-0-441
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Pct 1 - \$12,197.00 as of 01/20/16

Attachments

Recommendation, tab , participation log
agreement

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	01/22/2016 04:11 PM
Form Started By: Sandy Suarez		Started On: 12/11/2015 04:28 PM
Final Approval Date: 01/22/2016		