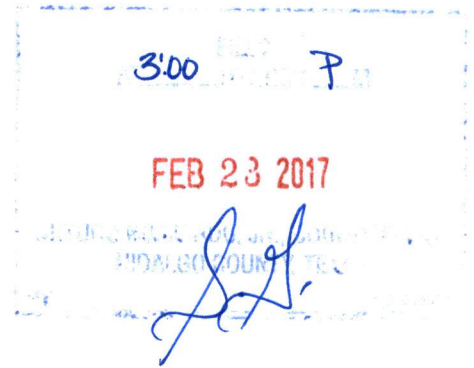


THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §



SERVICE CONTRACT
C-16-287-02-06

THIS CONTRACT is made and entered into this 6th day of February, 2017 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and Texas Land Reclamation LLC, dba UTW Tire Collection Services"(Company").

WHEREAS, Company responded to advertised notices for bids for **"Tire Disposal Services"**, as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **February 19, 2017** and ending on **February 18, 2018**. Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year under same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. In the event Hidalgo County has not obtained another service contract y the expiration date of the term of contract, Hidalgo County at its discretion may extend the contract on a month-to-month basis until such time as a new contract is awarded.

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

5. All trucks or vehicles operated by the Company to perform the Services shall

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

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

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

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

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

services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

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

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

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

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

WITNESS our hands in duplicate originals this _____ day of _____, 20____.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk



By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 2/6/17

**COMPANY: Texas Land Reclamation
LLC dba UTW Tire Collection Services**

By: _____

Printed Name: _____

Title: _____

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

By: Stephen L. Crain
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: 2/6/17

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



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

November 21, 2016

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Bids -"TIRE DISPOSAL SERVICES"
RFB Bid No: 2016-286-12-07-SMA

Dear Gentleman/Ladies:

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

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

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4865.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures



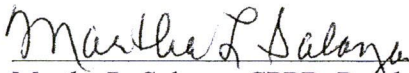
HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR BIDS (RFB)
HIDALGO COUNTY
(all funding sources, programs & entities)
“TIRE DISPOSAL SERVICES”
RFB NO: 2016-287-12-07-SMA

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

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

Thank you.


Martha L. Salazar, CPPB, Purchasing Agent

November 21, 2016
Date

Revised 09/13/16

LEGAL NOTICE

REQUEST FOR BIDS
Hidalgo County
(all funding sources, programs & entities)

“Tire Disposal Services”

RFB No.: 2016-287-12-07-SMA

REQUEST FOR BIDS

HIDALGO COUNTY (all funding sources, programs & entities) “TIRE DISPOSAL SERVICES”

BID OPENING DATE

DECEMBER 07, 2016

Contact Person:

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



Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY (all funding sources, programs & entities) - “TIRE DISPOSAL SERVICES”** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2016-287-12-07-SMA “HIDALGO COUNTY (all funding sources, programs & entities) - TIRE DISPOSAL SERVICES”** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, DECEMBER 07, 2016. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO “HIDALGO COUNTY (all funding sources, programs & entities) -RFB NO.: 2016-287-12-07-SMA -“TIRE DISPOSAL SERVICES”** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

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

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

discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

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

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

- c) Purchase Order Number (if any)
 - d) Notation - “HIDALGO COUNTY -RFB NO.: 2016-287-12-07-SMA “TIRE DEPOSAL SERVICES”
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) Contract number must be indicated on all invoices
- . Discount payments will be considered when offered.
 - . Contact person for Billing and Payment questions:

Hidalgo County Auditor’s Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	<u>December 07, 2016</u>
Award of Contract	<u> , 2016</u>
Commence Work or Deliver Products	<u> , 2016</u>

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

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

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

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

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

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

19. TITLE VI NOTICE/ NONDISCRIMINATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all

bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

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

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

20. ETHICAL STANDARDS:

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

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

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

NOTICE:

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

21. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit E, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176.

Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

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

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-287), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandra.montalvo@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

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

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

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

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

LEGAL NOTICE

Bid
for
HIDALGO COUNTY
(all funding sources, programs & entities)
“TIRE DISPOSAL SERVICES”
BID NO.: 2016-287-12-07-SMA

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

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

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

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

Respectfully submitted,

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

EXHIBIT “A”
Specifications/Requirements

REQUEST FOR BIDS
Hidalgo County
(all funding sources, programs & entities)

“Tire Disposal Services”

RFB No.: 2016-287-12-07-SMA

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Tire Disposal Services"
Bid No. 2016-287-12-07-SMA

1) OVERVIEW:

The purpose of this solicitation is to solicit sealed bids to establish a vendor to provide Tire Disposal Service with a state-registered/approved facility for Hidalgo County on an as needed basis. All services shall be provided in accordance with the specifications contained herein.

2) SCOPE

Hidalgo County disposes of scrap tires from its operations and from collection of tires illegally disposed of on its right of ways and easements. The majority of these scrap tires are from illegal disposal of tires. County sanitation crews collect these tires daily and the county disposes of them in an authorized manner using TCEQ authorized vendors.

These specifications govern the pickup, removal, and disposition of waste tires (herein called removal services) on an as needed basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's eight (8) locations. Vendors will provide pricing for tire transport and disposal based on accepting tires in 53 foot long box trailer and/or 30 yard containers. Pricing per tire based on sizes is inappropriate since the majority of tires disposed of by the county are generated from cleanup of tires disposed illegally on county right of ways. These tires can vary from passenger vehicle tires to large transportation vehicle/agricultural/off road vehicle tires.

3) APPLICABLE LAWS AND STANDARDS:

Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies including, but not limited to:

3.1 Texas Administrative Code (TAC), Title 30, Part 1, Chapter 328, Subchapter F, Management of Used or Scrap Tires.

3.2 Texas Administrative Code (TAC), Title 30, Part 1, Chapter 330, Municipal Solid Waste.

3.3 Texas Health & Safety Code, Chapter 361, Solid Waste Disposal Act.

4) VENDOR QUALIFICATIONS: The Vendor shall be:

4.1. An established company engaged in the business of transporting used tires and scrap rubber tire pieces for a minimum of two years within the last three years, handling at a minimum each year 10,000 STU, each equal to 20 pounds of tire material

4.2. Registered by the TCEQ as a Scrap Tire Transporter and shall provide registration documents

4.3 Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. Hidalgo County reserves the right to request a copy of the Vendor's audited or un-audited financial statement

When financial statements are requested, Hidalgo County will review the Vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the Vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. Hidalgo County will be the sole judge in determining the sufficiency of the Vendor's financial resources and ability to perform the contract or provide the service. Factors to be reviewed include:

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Tire Disposal Services"
Bid No. 2016-287-12-07-SMA

- 4.3.1. Balance sheets.
- 4.3.2. Net working capital.
- 4.3.3. Current asset ratio.
- 4.3.4. Liquidity ratio.
- 4.3.5. Auditor(s) notes.
- 4.3.6. Any notes to the financial statements.

5) VENDOR REQUIREMENTS: The vendor shall:

- 5.1. Adhere to the Hidalgo County Terms and Conditions identified on the solicitation.
- 5.2. Provide a designated POC for Hidalgo County to contact for all service requirements.
- 5.3. Provide all labor, equipment, materials and supplies required to perform the service requirements.
- 5.4. Obtain, maintain and comply with all federal and local licenses and permits, regulations or ordinances required for the disposition or recycling of scrap tires and tire pieces.
- 5.5. Comply with TCEQ's Scrap Tire Management of Used or Scrap Tire Regulations contained in TAC 30, Part 1, Chapter 328, Subchapter F, which includes as a minimum the following:
 - 5.5.1. A vehicle used for transporting scrap tires, including trailers, shall be operated safely and marked on both sides and the rear using numbers and letters at least two-inches tall. The identification shall include the name and location of the business and the TCEQ registration number (Ref. Section 328.54(d)).
 - 5.5.2. Vendor shall maintain records using a manifest system as required in 328.58 and notify the generator of any changes to a manifest (Ref. Section 328.57(c)(2)(4)).
 - 5.5.3. Vendor is required to submit an annual report of the manifest information to the TCEQ. This annual report lists the number of tires collected from each generator and the number of tires delivered to each authorized facility (Ref. Section 328.57(e)).
 - 5.5.4. Vendor shall not stockpile more than 500 scrap tires. Tires shall be hauled to an authorized facility such as a permitted landfill or a registered scrap tire facility (Ref. Section 328.57(c)(3)).
- 5.6. Ensure that used or scrap tires or tire pieces are transported to a TCEQ permitted landfill or an authorized scrap tire facility in accordance with TAC 30, Part 1, Chapter 328.54(c), Subchapter F.
 - 5.6.1. Landfills are permitted by TCEQ to accept only split, quartered, or shredded tires for disposal. No whole tires are allowed to be landfilled except for off-the-road tires used on heavy equipment. Any permitted municipal solid waste landfill site may store or process whole tires or tire pieces. Storage or processing activities shall be specified in a landfill's permit. A separate permit is not required within the permit boundary at a municipal solid waste landfill site
 - 5.6.2. Scrap Tire Facilities are processing operations that shred, bale, recycle or recover energy from scrap tires. Scrap tire facilities shall complete and sign an application to register with the TCEQ and submit an annual report. Scrap tire facilities that store more than 500 tires shall also register as a storage site

EXHIBIT "A"
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- 5.7. Submit current copies of required licenses, registrations and permits to Hidalgo County for the duration of the purchase order. The vendor shall maintain each license, registration and permit as Hidalgo County may at anytime during the contract period request a current copy of a license, registration or permit.
- 5.8. Not charge Hidalgo County for disposal fees, weight measurements, or installation, removal, maintenance, theft or use of storage receptacles. Disposal fees are negotiated between vendor and authorized facilities.

6) SERVICE REQUIREMENTS/SPECIFICATIONS: The vendor shall:

- 6.1. Provide and maintain storage receptacles of the type and size necessary to meet the service requirements for the Hidalgo County locations designated by Hidalgo County Precincts.
- 6.2. Complete each service request within 14 calendar days from date of verbal and/or written notification for pick-up, unless otherwise mutually agreed upon.
- 6.3. Remove storage receptacles from specified locations within seven (7) calendar days after notification in writing by Hidalgo County for cancellation of service at the specified location(s).
- 6.4. Remove whole tires from rims if required by Hidalgo County
- 6.5. Load scrap tires and tire pieces from stockpiles into vendor's own transport containers or vehicles at locations where Hidalgo County has not requested storage receptacles, removing all water from the inside tire casings and pieces prior to loading.

VENDOR NOTE: Hidalgo County will not provide personnel or equipment to load tires where the vendor has not provided a storage receptacle.

- 6.6. Transport all scrap tires to a TCEQ permitted landfill or an authorized scrap tire facility.
- 6.7. Provide to Hidalgo County the Manifest so that Hidalgo County can maintain a record of each individual load of used or scrap tires or tire pieces hauled off from their business location. The vendor shall complete the manifest including the number and type of scrap tires removed from the Hidalgo County location and delivered and the locations of any whole used or scrap tires removed from the load and delivered. The vendor shall maintain a manifest record of each individual collection and delivery. The vendor shall sign the manifest acknowledging that the information on the manifest is true and correct (Ref. Section 328.58(b)).
- 6.8. Make sure the authorized facility accepting the delivery of the used or scrap tires or tire pieces complete the information on the manifest pertaining to the authorized facility identification and number or weight of tires or tire pieces accepted for delivery. A representative of the authorized facility shall sign the manifest acknowledging that the information on the manifest is true and correct (Ref. Section 328.58(c)).
- 6.9 Ensure that Hidalgo County receives the completed manifest within 60 days after the scrap tire or tire pieces were transported off-site (Ref. Section 328.58(d)). Each county department or precinct shall receive the final copy of the manifest.

7) MEASUREMENT OF SCRAP MATERIALS (and/or by weight)

- 7.1. When requested by Hidalgo County, report the number of whole passenger, truck, and oversized tires picked up.

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Specifications/Requirements
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7.2. When requested by Hidalgo County report the net weight of the material removed as determined by deducting the tare weight from the gross weight.

7.2.1. Gross weight is the total weight of transport vehicle, with all its equipment, all passengers and driver, and the material payload and its containers.

7.2.2. Tare weight is the total weight of the empty transport vehicle including all equipment, empty containers, and all passengers and driver.

7.3. Weight measurements shall be conducted at the vendor's expense on a public scale bearing a current and valid Texas Department of Agriculture Weights and Measure approval seal. Hidalgo County will not reimburse vendor(s) for this cost.

7.4. Hidalgo County reserves the option to have the weight measurement be conducted in the presence of a designated Hidalgo County representative.

8) **SAFETY**: The vendor shall provide their personnel with all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to, wearing hard hats, safety shoes, goggles, etc.

9) **RESPONSIBILITIES**: Hidalgo County will:

9.1 Provide a designated Martin Ramirez, Environmental Compliance Coordinator as Point of Contact. Each county department or precinct will also provide a name of the point of contact at their facility for vendor.

9.2 Deliver scrap tires and tire pieces to vendor if vendor's facility is located within Hidalgo County using county owned containers or provide space for vendor supplied collection container at county facilities

9.3. Request service only when vendor provided storage receptacles are projected to be full.

9.4. Separate non-rubber materials from scrap rubber stockpiles.

9.5. Complete the Generator section of a manifest for each load.

10) **INVOICING INSTRUCTIONS**: The vendor shall provide a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached. The original and one copy of the invoice shall be mailed to the address shown on the purchase order and shall include the following:

10.1. Purchase order number.

10.2. Vendor EIN.

10.3. Date, time and location of each service.

10.4. Address for location of service.

10.5. Documentation for each load shall include either the number of tires by size category or the following:

10.5.1. Copies of certified weight ticket(s).

10.5.2. Gross weight of loaded vehicle.

10.5.3. Net weight of scrap tires and tire pieces payload.

10.5.4. Destination where material was unloaded.

10.6. A completed Manifest.

10.7. Invoices must be submitted to each department.

10.8. Invoice prices shall correspond to the unit prices as bid.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Tire Disposal Services"
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11) POST AWARD MEETING: Vendor(s) may be required to attend a post award meeting with Hidalgo County within ten calendar days after the award of the purchase order. The purpose of the meeting is to discuss the terms and conditions of the service contract document and to discuss specific service requirements/specifications

12) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's best interest to do so.

13) BID AWARD:

Award of contract shall be made to most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

14) INSURANCE:

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance requirements. Refer to Exhibit "C" for specific insurance requirements.

15) PERFORMANCE OF CONTRACT

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award

16) SUBCONTRACTOR:

Hidalgo County must receive prior notification of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

17) TERM OF CONTRACT

17.1 Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions.

17.2 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.

17.3 In the event Hidalgo County has not obtained another service contract by the expiration date of the term of contract, Hidalgo County at its discretion may extend the contract on a month-month basis until such time as a new contract is awarded.

18) TERMS AND CONDITIONS OF SERVICE:

1. Removal services shall be on an "as needed basis". The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's eight (8) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. Vendor shall complete each service request within fourteen (14) working days from the date of notification unless other arrangements are made with the County beforehand. All or part of a specific waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior

EXHIBIT "A"
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Hidalgo County
"Tire Disposal Services"
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approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request for Bids (RFB) *and/or other sites as may be added during the contract period*. County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.

2. Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.
3. The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.
4. Hidalgo County Precincts 1, 2, 4 and Sheriff's Office will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an as-needed basis. Any schedule changes must be approved by the respective County department(s).
 - a) Mondays-Precinct No. 1
 - b) Wednesdays-Precinct No. 2
 - c) Fridays-Precinct No. 4
 - d) Tuesdays and Thursdays-as needed-Precinct No. 3 and other County departments.
5. The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.
 - a) The department(s) may notify your office;
 - b) Vendor may check with the respective department(s); or
 - c) Vendor's driver(s) can verify the need during their route.

19) LOCATIONS OF COLLECTION SITES

Hidalgo County currently has a total of EIGHT (8) Tire Collection sites. The following are the physical directions to said sites:

1. **PRECINCT NO. 1:**
 - a) Mercedes - 3 miles South on Mile 1 East off Business 83.
 - b) Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; 2 Mile North on Mile 12 West.
 - c) Donna - 3 Miles South on F.M. 493 off Business 83; 2 Mile East on Mile 42 West.
 - d) Monte Collection Site- – FM 88 & MILE 20 on MILE 5 1/2
2. **PRECINCT- NO. 2:**
 - a) 1 Mile East of South Tower Rd. on El Gato Rd.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Tire Disposal Services"
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3. **PRECINCT –NO. 3:**
 - a) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; 3 Mile West on Old Military Hwy.

4. **PRECINCT- NO. 4:**
 - a) Edinburg - Doolittle Road North of East Richardson Blvd.

5. **SHERIFF'S OFFICE**
 - a) Edinburg-Motorpool-711 Cibolo Road

20. ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY

REQUEST FOR CLARIFICATIONS:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO:

sandra.montalvo @co.hidalgo.tx.us BY NO LATER THAN, Monday, November 28, 2016 by 5:00 p.m.
Responses to said inquiries will be sent to all applicants via facsimile by no later than Wednesday ,
November 30, 2016 by 5:00 p.m.

EXHIBIT “B”

Bid Page

REQUEST FOR BIDS

Hidalgo County

(all funding sources, programs & entities)

“Tire Disposal Services”

RFB No.: 2016-287-12-07-SMA

EXHIBIT "B"

BID PAGE

Hidalgo County

'Tire Disposal Services'

Bid No.2016-287-12-07-SMA

TRANSFER OF TIRES	PRICING
53' Box Trailer equivalent with loading services	
County delivers 30 yard container to vendors facility within Hidalgo County	

Comments: _____

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO'S:

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE

EXHIBIT “C”

Insurance Requirements

REQUEST FOR BIDS

Hidalgo County

(all funding sources, programs & entities)

“Tire Disposal Services”

RFB No.: 2016-287-12-07-SMA

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

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

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

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

Insurance Requirement Acknowledgment

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

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

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

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

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

Authorized Representative

Date

Notice to Bidder:

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

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

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

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

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

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT “D”

Conflict Of Interest Questionnaire
(CIQ Form)

REQUEST FOR BIDS
Hidalgo County
(all funding sources, programs & entities)

“Tire Disposal Services”

RFB No.: 2016-287-12-07-SMA

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

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

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

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

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

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

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

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT “E”

Vendor’s Application
&
W-9 Form

REQUEST FOR BIDS

Hidalgo County

(all funding sources, programs & entities)

“Tire Disposal Services”

RFB No.: 2016-287-12-07-SMA

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
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Subcontract Amount: \$ _____ Description of Work to be Performed: _____

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

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Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
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If yes, by whom?: Texas Building & Procurement Commission Other _____

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

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(Attach additional pages if necessary)

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Land Reclamation, LLC dba UTW Tire Collection Services
Donna, TX United States

Certificate Number:
2017-149828

Date Filed:
01/03/2017

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

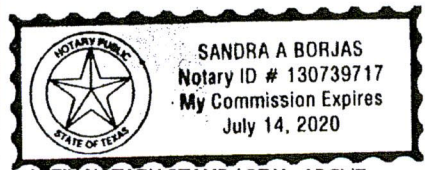
Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-287-12-07-SMA
Tire Disposal Services

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.



AFFIX NOTARY STAMP / SEAL ABOVE

[Handwritten Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Penelope De la Garza this the 3rd day of January, 2017, to certify which, witness my hand and seal of office.

[Handwritten Signature]
Signature of officer administering oath

Sandra A Borjas
Printed name of officer administering oath

Notary Public
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:
2017-149828

Date Filed:
01/03/2017

Date Acknowledged:
01/05/2017

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

Texas Land Reclamation, LLC dba UTW Tire Collection Services
Donna, TX United States

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Hidalgo County

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

2016-287-12-07-SMA
Tire Disposal Services

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 “F”

Certification of Regarding
Debarment

REQUEST FOR BIDS

Hidalgo County

(all funding sources, programs & entities)

“Tire Disposal Services”

RFB No.: 2016-287-12-07-SMA

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

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

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

EXHIBIT “G”

Title VI Appendices
(A-E)

Hidalgo County
(all funding sources, programs & entities)

“Tire Disposal Services”

RFB No.: 2016-287-12-07-SMA

EXHIBIT "G"
APPENDICES

APPENDIX A

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

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

APPENDIX C

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

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

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

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

APPENDIX D

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

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

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

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

APPENDIX E

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

Pertinent Nondiscrimination Authorities:

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

Draft Service Contract

REQUEST FOR BIDS
Hidalgo County
(all funding sources, programs & entities)

“Tire Disposal Services”

RFB No.: 2016-287-12-07-SMA

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-16-287-00-00**

THIS CONTRACT is made and entered into this _____ Day of _____, 20__ by and between the COUNTY OF HIDALGO, TEXAS ("County"), and _____ "Company").

WHEREAS, Company responded to advertised notices for bids for **"Tire Disposal Services"**, as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the

term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Commissioners' Court or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, 20____ and ending on _____, 20____. Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year under same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. In the event Hidalgo County has not obtained another service contract by the expiration date of the term of contract, Hidalgo County at its discretion may extend the contract on a month-to-month basis until such time as a new contract is awarded.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all

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

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

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

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

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

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

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

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

If to County:

**The County of Hidalgo
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539**

If to Company:

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

14. 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 without cause by County with thirty day's written

notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

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

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

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

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

WITNESS our hands in duplicate originals this _____ day of _____, 20_____.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

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

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: _____

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

DRAFT

EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT



HIDALGO COUNTY
(Including all funding sources, programs, and entities)

REQUEST FOR BIDS
“TIRE DISPOSAL SERVICES”

RFB No.: 2016-287-12-07-SMA

RFB SUBMITTAL CHECK LIST

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

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

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

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

BID PAGE

Hidalgo County

'Tire Disposal Services'

Bid No.2016-287-12-07-SMA

TRANSFER OF TIRES	PRICING
53' Box Trailer equivalent with loading services	1,798. ⁰⁰
County delivers 30 yard container to vendors facility within Hidalgo County	248. ⁰⁰

Comments: Please see Exhibit B
attachment 1 and 2 for
additional bid pricing

OPENED
10.00.12-7/16

Witnessed

Yn



TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 1236
Donna, TX 78537
PHONE: 956-723-8484

EXHIBIT B

ATTACHMENT 1 of 2

An additional service fee of \$75.00 will be added to any invoice for a 30-yard container load received at our facility, delivered by the county which is over struck load capacity. The struck load capacity of a container is rated on the inside physical dimensions of the container only. We have included a photograph of a 30-yard container filled to struck load capacity for reference.

30 yard Container

Struck Load

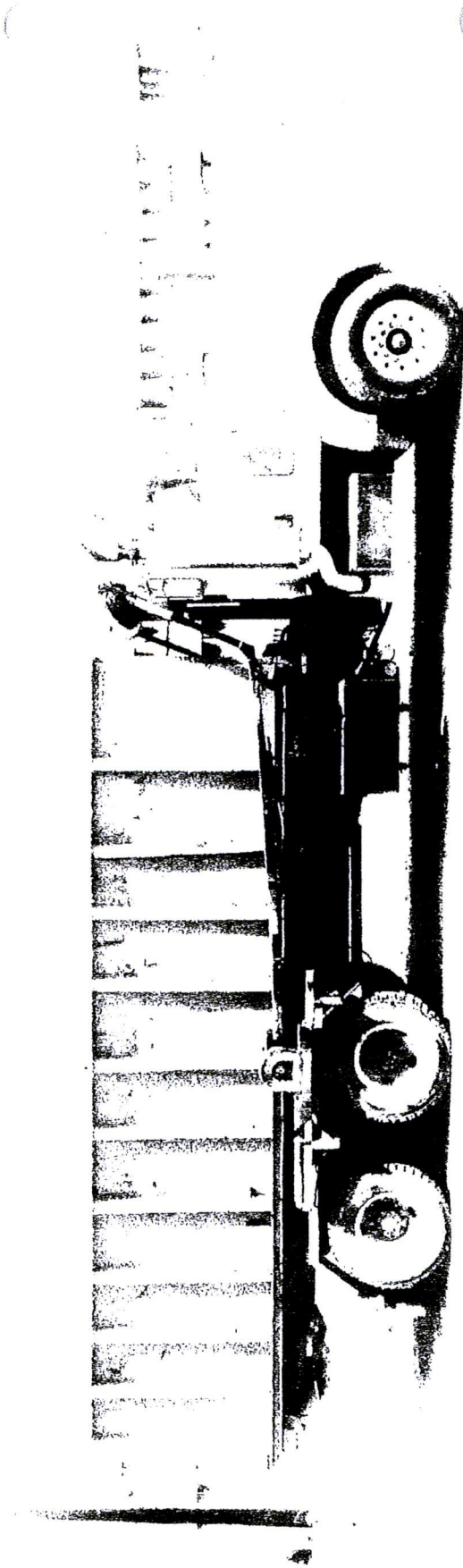


Exhibit B

Attachment 1 of 2



TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 1236
Donna, TX 78537
PHONE: 956-723-8484

EXHIBIT B

ATTACHMENT 2 of 2

Open Top Semi Trailer Option

Best Value

We will furnish our **60-cubic yard Open Top Semi trailer** for a price of \$795.00 per trailer load of mixed scrap tires. This trailer is mechanically top loaded by a Hidalgo County backhoe or front end loader for added safety and convenience. Our truck will arrive at a scheduled time and leave immediately after loading. Average loading time is approximately 20 minutes. This option eliminates hauling of scrap tires utilizing Hidalgo County's roll-off trucks significantly reducing your trucking resources and liability.

Please call if you would like further information regarding this service option.

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME: Texas Land Reclamation LLC
DBA UTW Tire Collection Services

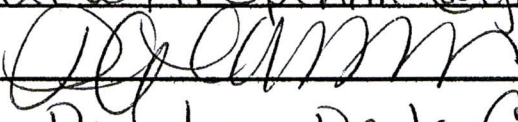
ADDRESS: P.O. Box 1236

CITY/STATE/ZIP CODE: Donna, Texas 78537

PHONE & FAX NO'S: (956) 773-8484

CELLULAR NO: (956) 285-9608

E-MAIL ADDRESS: utwtirepennie@gmail.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Penelope De la Garza

TITLE: Vice president

EXHIBIT "C"
INSURANCE REQUIREMENTS

Zimbra

darlene.betancourt@co.hidalgo.tx.us

Re: Re: C-16-287-02-06-Texas Land Reclamation LLC-Tire Disposal Services

From : Pennie De La Garza <utwtirepennie@gmail.com> Thu, Feb 16, 2017 04:28 PM
Subject : Re: Re: C-16-287-02-06-Texas Land Reclamation LLC-Tire Disposal Services  1 attachment
To : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Hi Darlene,

Servando was in contact with Steve Crain. He requested that we send you the Auto Policy as Tx Land being an additional insured; see attachment.

Thank you, Sandra

On Thu, Feb 16, 2017 at 11:10 AM, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us> wrote:

Good Morning Ms. Pennie,

Hope you're doing well, may I suggest you personally contact Mr. Steve Crain in order to attempt to expedite the contract being executed prior to the expiration of 02/18/2017. He may be reached at [956-686-5501](tel:956-686-5501) or 682-5501

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX. 78541
[956-292-7000](tel:956-292-7000) x-4852

----- Forwarded Message -----

From: Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>
To: utwtire <utwtire@gmail.com>
Cc: Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thu, 16 Feb 2017 08:32:02 -0600 (CST)
Subject: Re: C-16-287-02-06-Texas Land Reclamation LLC-Tire Disposal Services

Good Morning Pennie,

Did you retain legal counsel after all?

----- Original Message -----

From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
To: "utwtire" <utwtire@gmail.com>
Sent: Wednesday, February 15, 2017 10:33:11 AM
Subject: Re: C-16-287-02-06-Texas Land Reclamation LLC-Tire Disposal Services

Good Morning Pennie,

Has you legal counsel reached out to Steve Crain at Atlas & Hall?

----- Original Message -----

From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
 To: "utwtire" <utwtire@gmail.com>
 Sent: Tuesday, February 14, 2017 2:02:35 PM
 Subject: Fwd: C-16-287-02-06-Texas Land Reclamation LLC-Tire Disposal Services

Ms Pennie,

Has your legal counsel made contact with Mr. Steve Crain (Counties Legal Counsel)?

----- Forwarded Message -----

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
 To: "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
 Cc: "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>
 Sent: Tuesday, February 14, 2017 1:19:31 PM
 Subject: Fwd: C-16-287-02-06-Texas Land Reclamation LLC-Tire Disposal Services

Ladies:

Please contact Texas Land Reclamation and inform them that Mr. Crain has NOT been contacted by their legal counsel. Copy all including Mr. Crain.

Thanks,
 Marty

----- Forwarded Message -----

From: "Steve Crain" <scrain@atlashall.com>
 To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
 Sent: Tuesday, February 14, 2017 1:04:42 PM
 Subject: RE: C-16-287-02-06-Texas Land Reclamation LLC-Tire Disposal Services

No one has contacted me.

-----Original Message-----

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
 Sent: Tuesday, February 14, 2017 11:07 AM
 To: Steve Crain <scrain@atlashall.com>
 Cc: Dina Trevino <dina.trevino@co.hidalgo.tx.us>; Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>; rocio villarreal <rocio.villarreal@co.hidalgo.tx.us>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>; Marynel Trevino <mntrevino@atlashall.com>; Erika Zamora <erika.zamora@co.hidalgo.tx.us>
 Subject: Fwd: C-16-287-02-06-Texas Land Reclamation LLC-Tire Disposal Services

Mr. Crain:

We had a call from Pct. #2 advising us that owner of Texas Land Reclamation that as his new contract has yet to be executed, the company will not permit tire disposal passed this upcoming Saturday when his current agreement expires. We have provided you some documentation from Texas Land Reclamation that appears to indicate that their legal counsel has contacted concerning the insurance issues you had concerns about. Can you let us know if those issues have been addressed so as to return the document to you for signature and proceed with execution by Judge & vendor?

Thanks,
 Marty S.

----- Forwarded Message -----

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
 To: "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>
 Sent: Tuesday, February 14, 2017 10:57:13 AM

Subject: C-16-287-02-06-Texas Land Reclamation LLC-Tire Disposal Services

Ms. Marty:

Attached is the insurances with Mr. Crain's notes.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Forwarded Message -----

From: purchasing@co.hidalgo.tx.us
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, February 14, 2017 9:47:58 AM
Subject: Message from "RNP00267387E6A6"

This E-mail was sent from "RNP00267387E6A6" (MP C4503).

Scan Date: 02.14.2017 10:47:58 (-0500)
Queries to: purchasing@co.hidalgo.tx.us

--

Respectfully,

Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department
2812 S. Bus. Hwy. 281
Edinburg, Tx 78539
Office-(956)318-2626 or 956-292-7000 ext. 4865
Fax-(956)318-2629 or (956)292-7612
Email: sandra.montalvo@co.hidalgo.tx.us

--

Penelope M. De La Garza
Texas Land Reclamation LLC
DBA UTW Tire Collection Services
PO Box 1236
Donna, TX 78537
(956)723-8484 or (956)428-0737



Accord form for Auto Ins..PDF

32 KB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2017

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

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

PRODUCER Agents Alliance Services, Ltd Takoda Insurance Services, LLC 4400 Buffalo Gap Rd, Ste 2600 Abilene TX 79606	CONTACT NAME: Ruby Kemp PHONE (A/C, No, Ext): (325) 695-9999 FAX (A/C, No): (325) 695-9998 E-MAIL ADDRESS: rubykemp@TaKodainsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED UTW Transportation, LLC P. O. Box 126 Donna TX 78537	INSURER A: Hallmark Specialty Inc. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Texas Land **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A42510166-00	7/24/2016	7/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Texas Land Reclamation LLC dba UTW Tire Collection Services PO Box 1236 Donna, TX 78537	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brendan Messenger/RJK
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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
85,000				
Ref #	Description	Coverage Code	Form No.	Edition Date
	Underinsured motorist combined single limit	UNCSL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
85,000				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2016

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

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PRODUCER Agents Alliance Services, Ltd Takoda Insurance Services, LLC 4400 Buffalo Gap Rd, Ste 2600 Abilene TX 79606	CONTACT NAME: Ruby Kemp PHONE (A/C, No, Ext): (325) 695-9999 E-MAIL ADDRESS: rubykemp@TaKodainsurance.com	FAX (A/C, No): (325) 695-9998													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hallmark Specialty Inc. Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hallmark Specialty Inc. Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hallmark Specialty Inc. Co.															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED UTW Transportation, LLC P. O. Box 126 Donna TX 78537															

COVERAGES **CERTIFICATE NUMBER:** 16.17 10 day NOC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			A42510166-00	7/24/2016	7/24/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	\$ 1,000,000 \$ \$ \$ 2500
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Auto Liability coverage includes a specific Additional Insured endorsement for the Hidalgo County, only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

CERTIFICATE HOLDER Hidalgo County 28125 Bushwy 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brendan Messenger/RJK
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CERTIFICATE OF LIABILITY INSURANCE

UTWTI-1

OP ID: DG

DATE (MM/DD/YYYY)

07/22/2016

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

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PRODUCER 3SM Insurors 3SM Insurors Svcs of So Texas P. O. Box 1478 Rockport, TX 78381 Glass Sorenson & McDavid Inc	CONTACT NAME: John McDavid/Steve Trautmann PHONE (A/C, No., Ext.): 361-729-5414 E-MAIL: steve@srtrautmanninsurance.com ADDRESS:	FAX (A/C, No.): 361-729-3817
	INSURER(S) AFFORDING COVERAGE	
INSURED UTW Tire Collection Services Texas Land Reclamation, LLC db PO Box 1236 Donna, TX 78537	INSURER A: Nautilus Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:	LIMITS		
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.					
YSR TR	TYPE OF INSURANCE GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	ADDL SUBR INSR. WVD BN962349	POLICY EFF (MM/DD/YYYY) 07/16/2016	POLICY EXP (MM/DD/YYYY) 07/16/2017	LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC					
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE					
DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$					

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

CERTIFICATE HOLDER HIDAEI Hidalgo County 2812 S. Hwy Bus 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Glass Sorenson & McDavid Inc
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BUSINESS AUTO COVERAGE FORM DECLARATION

POLICY NUMBER	DECL. N
21943248	17

FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
PO BOX 2689 . WACO TX 76702-2689

74 245 31084
PAGE 1 OF 2
FOR POLICYHOLDER
INFORMATION, VISIT US,
WWW.TXFB-INS.COM

CALL YOUR AGENT AC 956 689-2113 FOR AUTO-FIRE-LIFE-HEALTH INSURANCE

THE DECLARATIONS OF THIS POLICY INDICATED HEREIN ARE SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY AND REPLACE ALL PREVIOUSLY ISSUED DECLARATIONS AND SHOULD BE ATTACHED TO AND BECOME A PERMANENT PART OF YOUR POLICY. RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM ONE Named Insured and Address

245 31084 21943248 I
TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
PO BOX 1236
DONNA TX 78537-1236



FORM OF BUSINESS: CORPORATION

POLICY PERIOD:

From 09/17/2016 To 03/17/2017

12:01 A.M. standard time at the address of the named insured as stated here

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge or XXXX is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY			
COMBINED LIABILITY	7, 8, 9	\$1,000,000 EACH ACCIDENT	\$ 1,866
PERSONAL INJURY PROTECTION	See Endorsement TE0401C	\$ 10,000	\$ 48
AUTO MEDICAL PAYMENTS			
UNINSURED/UNDERINSURED MOTORISTS COMBINED LIABILITY	See Endorsement TE0409D	\$1,000,000 EACH ACCIDENT	\$ 183
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS SEE SCHEDULE DED. FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING \$25 Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM SEE SCHEDULE DED. FOR EACH COVERED AUTO SEE ITEM ENDR. FOR HIRED OR BORROWED AUTO	\$ 271
	SPECIFIED CAUSES OF LOSS COVERAGE		
	COLLISION COVERAGE		\$ 675
	TOWING AND LABOR		\$ for each disablement of a private passenger auto
			PREMIUM FOR ENDORSEMENTS \$ 36
			ESTIMATED TOTAL PREMIUM \$ 3,079

FORMS AND ENDORSEMENTS APPLYING TO THIS POLICY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

1 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

2 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

3 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

ATTACH TO FORM **TE0001** TO COMPLETE POLICY

PREMIUM NOTICE

RENEWAL PREMIUM..... \$3079.0
AUTOMOBILE THEFT PREVENTION AUTHORITY FEE (SEE ENCLOSED EXPLANATION) \$ 3.0

PREMIUM ADJUSTMENTS WILL BE REFLECTED ON YOUR BILL ACCOUNT STATEMENT





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2016

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

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

PRODUCER Ball Insurance Agency 514 E Van Buren Ave Harlingen, TX 78550	CONTACT NAME: Danny Longoria PHONE (A/C, No, Ext): (956) 428-4031 E-MAIL ADDRESS: danny@ballrgv.com	FAX (A/C, No): (956) 412-7010
	INSURER(S) AFFORDING COVERAGE	
INSURED Texas Land Reclamation LLC dba UTW Tire Collection Services PO Box 450692 Laredo TX 78045-0016	INSURER A: Texas Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A Y 0001266490	03/18/2016	03/18/2017	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daniel C Longoria <i>Daniel C Longoria</i>
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TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 450692
LAREDO, TX 78045
PHONE: 956-723-8484
FAX: 956-723-9918

Services

To: Hidalgo County Purchasing Department

To whom it may concern:

Texas Land Reclamation, LLC owns the required land and permits necessary to operate a tire shredding and LRPUR business. Texas Land Reclamation, LLC shreds the tires, excavates the land, and properly disposes of the shreds into its landfill.

The transportation of the tires from our facility is handled by UTW transportation, LLC. This is the reason why the insurance for the trucks and trailers is in the name of UTW Transportation, LLC. Although legally separate entities, they work together.

For your purposes the bottom line is that Texas Land Reclamation, LLC is the party who contracts to remove and properly dispose of the tires and UTW Transportation, LLC is a subcontractor to handle all transportation of the tires.

Both Entities are fully insured and have maintained all the requirements placed on them in order to secure the current contract.

I hope this clarifies any questions you may have.

Respectfully,

A handwritten signature in black ink, appearing to read 'Penelope Oaks De La Garza', is written over a horizontal line.

Penelope Oaks De La Garza



David Gerard Modisette, J.D.

Attorney at Law

To: Steven Crain
scrain@atlashall.com

RE: Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services; Hidalgo County

SENT VIA EMAIL

Dear Mr. Crain,

I understand that you represent Hidalgo County in approving vendor's contracts. My client, Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services, has asked me to contact you in order to answer any questions you may have. This process does need to be concluded in a timely manner given the deadlines imposed, so please contact me at your earliest convenience.

I believe if you look into your records you will see that we already discussed this matter in June of last year, and you withdrew your prior objections. Given that this was already thoroughly vetted and there is a contract currently in place that is merely being extended, I hope we can clear up this issue quickly.

To reiterate the basic corporate structure, Texas Land Reclamation, LLC owns the required land and permits necessary to operate a tire shredding and LRPOT business. Texas Land Reclamation, LLC shreds the tires, excavates the land, and properly disposes of the shreds into its landfill.

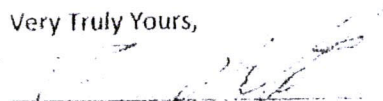
The transportation of the tires to my client's facility is handled by UTW Transportation, LLC. This is the reason why the insurance for the trucks and trailers is in the name of UTW Transportation, LLC. Although legally separate entities, they work together.

For your purposes the bottom line is that Texas Land Reclamation, LLC is the party who contracts to remove and properly dispose of the tires and UTW Transportation, LLC is a subcontractor of my client to handle all transportation of the tires.

Both entities are fully insured and have maintained all the requirements placed on them in order to secure the current contract.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,


David Modisette



David Gerard Modisette, J.D.

Attorney at Law

To: Hidalgo County

RE: Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services; Hidalgo County

SENT VIA EMAIL

To whom it may concern,

I had a telephone conversation with a Mr. Steven Crain of Atlas & Hall last week. In the conversation he approved the continuation of the contract, but did want for his records a simple letter from me stating that UTW Transportation, LLC is contracted by Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services to transport its tires only. This letter has been sent along with a copy of applicable insurance.

In short if you will contact your attorney you will find this issue has already been resolved.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

CC: Texas Land Reclamation, LLC



David Gerard Modisette, J.D.

Attorney at Law

To: Steven Crain
scrain@atlashall.com

RE: Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services; Hidalgo County

SENT VIA EMAIL

Dear Mr. Crain,

In a follow up to our phone conversation last week, I wanted to thank you for approving my clients continuing contract with Hidalgo County. For your records you requested from me this letter stating that UTW Transportation, LLC is contracted by Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services to transport its tires only. I have also provided a copy of the applicable insurance to complete what we discussed.

In short UTW Transportation, LLC only transports the tires for Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services, and both entities are fully insured and have maintained all the requirements placed on them in order to secure the current contract.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

CC REG. AGENDA 02/06/17

21. *OK* Precinct #4 - Comm. Palacios: *Lizbeth*
 AI-58367 Resolution in honor of Jaime Guerra for his 13 years of service to Hidalgo County

22. **Budget & Management:**

- OK* AI-58334 Salary Schedule - DA Investigation HB65
 1. Approval of the following salary schedule corrections, effective 01/01/17:

Fund	Dept./Prog.	Slot No.	2017 Adopted Position Title	2017 Proposed Position Title	Correction
1223	080-007	0089	Accounts Payable Specialist I	Accounts Payable Specialist II	Title Change

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

B. **Budget Appropriations:**

1. *OK* AI-58280 Supplemental Court Guardianship (1250):
 Approval of 2017 appropriation of funds in the amount of \$40,000.00 to fund legal services.
2. *na* AI-58248 Courthouse Security Fund (1241):
 Approval of 2017 appropriation of funds for the Courthouse Security (1241) in the amount of \$2,000.00 to fund general supplies expenditures.
3. AI-58332 Pct 4 (1345/1315):
 Approval of 2017 appropriation of funds into various CO2014-Pct 4 accounts in the total amount of \$418,935.33 with interfund to TXDOT Pct 4 10th St Project (1315), program 030, to fund anticipated expenditures.

23. **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. **Hidalgo County**

1. AI-58013 Presentation of sole bid received from a responsible vendor submitting the lowest and best bid [while meeting all specifications and/or requirements] for the purpose to award & approval of contract document for project titled: "Tire Disposal Services" through RFB No.: 2016-287-12-07-SMA.

APPROVED

2. *na* AI-58379 a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;
- b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):
1. District Clerk
 2. District Judges
 3. Constable Pct 1
 4. Constable Pct. 3

Monica



**AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
February 6, 2017
9:30 A.M.**

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

- 1. ✓ Roll Call *Pct. 2/3 out late*
- 2. ✓ Pledge of Allegiance *late 10:04*
- 3. ✓ Prayer
- 4. ✓ Approval of Consent Agenda *7A, 10A, 10G.2, 10I.C, 10N, 10u, 10w*
- 5. County Judge's Office:
 - Lu* A. AI-58241 Proclamation in support of the Children's Advocacy Center of Hidalgo County and its fundraiser. *Loana Castillo / Victoria Medina, Exec Dir. / Pat Blum, organizer*
 - Lu* B. AI-58214 Appointment or Re-appointment of board members to the Hidalgo County Regional Mobility Authority Board of Directors for a two year term (current terms expiring are County Judge, Precinct 3, and Precinct 4) *Reapp. Rick Papp*
- 6. District Attorney's Office: *DA; Judge Gomez, CC1*
 - Lu* A. AI-57941 Proclamation declaring February 2017 as Teen Dating Violence Awareness month.
 - Lu* B. AI-58265 Hidalgo County DA's Office- Border Prosecution Unit Grant (BPU) (1281): *- Rosie Carter*
Approval to submit a BPU Grant #2537806 budget adjustment to the Office of the Governor (OOG).
 - Lu* C. AI-58326 DA's Office - Hidalgo County Domestic Violence Specialty Prosecutor Grant (1281):
 - 1. ✓ Requesting approval to apply for the FY2017 Hidalgo County Domestic Violence Specialty Prosecutor Grant
 - 2. ✓ Requesting approval of resolution to designate County Judge as the grantee's authorized official and to sign documents
 - Lu* D. AI-58329 DA's Office-Victim Assistance Program Grant (1281):
 - 1. ✓ Requesting approval to apply for the FY2017 Hidalgo County DA's Office - Victim Assistance Program Grant
 - 2. ✓ Requesting approval of resolution to designate County Judge as the grantee's authorized official and to sign documents
- 7. Constables:
 - Lu* A. AI-58258 Constable Pct.1 Office - LBSP FY18 (1284): *Valde*
 - 1. ✓ Authorization and approval to apply for the Local Border Security Program (LBSP) FY18 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
 - 2. ✓ Authorization for County Judge, as authorized official, to e-sign application under egrants as authorized official.

Start 9:30