

REQUIREMENTS AGREEMENT

C-17-152-09-12

FILED	
AT <u>11:00</u>	O'CLOCK <u>A</u> M
SEP 25 2017	
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS	
BY _____	DEPUTY

THIS AGREEMENT (the "Agreement") is entered into effective as of September 12, 2017 by and between Arguindegui Oil Co. II Ltd ("Seller") and HIDALGO COUNTY ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products" in the areas of HIDALGO COUNTY projects for one (1) year, with the County's option to extend/renew for an additional one (1) year term. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on November 12, 2017 and expire on November 11, 2018 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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

4. Buyer may terminate this contract without cause thirty (30) days written notice to seller.

5. General Provisions.

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

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

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

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

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

If to Buyer: Hidalgo County
 Attention: County Judge
 100 E. Cano 2nd Floor
 Edinburg, Texas 78539

If to Seller: Arguindegui Oil Co. II Ltd.
 6551 Star Ct
 Laredo, Texas 78042

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

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

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

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

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

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

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

l. **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 sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Buyer as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Buyer

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

O. **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.

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

APPROVED BY COMMISSIONERS COURT: September 12, 2017

Buyer: Hidalgo County, Texas

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 9/12/17 *js*

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk



Seller: Arguindegui Oil Co. II LTD

By: _____

Print _____

Title: _____

Date: _____

APPROVED AS TO FORM:

~~Atlas & Hall, L.L.P.~~ Atlas, Hall & Rodriguez, L.L.P.

By: SLC
Stephen L. Crain, Partner

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



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

June 19, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**

Request for Bids -"LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"

RFB Bid No: 2017-152-07-05-TDL

Dear Gentleman/Ladies:

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

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

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4878.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/tdl
Enclosures



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

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REQUEST FOR BIDS
"LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE) PRODUCTS"

RFB NO: 2017-152-07-05-TDL

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3.	Exhibit A, Specifications	7
4.	Exhibit B, Bid Page	12
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	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"	6
10.	RFB Submittal Checklist	1
11.	Draft Contract	9

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

06/19/17

Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

**“LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)
PRODUCTS”**

RFB No: 2017-152-07-05-TDL

Bid No:2017-152-07-05-TDL	Buyer : Tanya De Lira	Tel. No: (956) 318-2626 ext 4878
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REQUEST FOR BIDS

HIDALGO COUNTY “LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID- ANTIFREEZE) PRODUCTS”

BID OPENING DATE

July 05 , 2017

Contact Person:

Tanya De Lira, Buyer III
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 - RFB: NO. 2017-152-07-05 "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** 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. 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.

One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2017-152-07-05-TDL "HIDALGO COUNTY - "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** 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, JULY 05, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "HIDALGO COUNTY - "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** 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. Title VI Appendices (See **Exhibit "G"**)
 8. SAMS.gov Registration Acknowledgement (See Number 18 below).
2. 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.
 3. 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.
 4. 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.

5. 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.
6. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
8. 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.
9. County reserves the right to accept or reject any or all Bids.
10. Costs are to be net F.O.B., County Prepaid.
11. 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.
12. 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.
13. 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.
14. 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

15. 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.:2017-152-07-05-TDL
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

16. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	<u>JULY 05, 2017</u>
Award of Contract	<u> , 2017</u>
Commence Work or Deliver Products	<u> 2017</u>

17. 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.

18. 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.

19. ETHICAL STANDARDS:

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

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

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

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.

20. 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.

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-152), 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: tanya.delira@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.*

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

LEGAL NOTICE

Bid
for
HIDALGO COUNTY

“LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS”

BID NO.: 2017-152-07-05-TDL

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)

**“LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)
PRODUCTS”**

RFB No: 2017-152-07-05-TDL

Exhibit "A"
HIDALGO COUNTY
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LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTI-FREEZE) PRODUCTS
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SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All Bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations on an "as needed basis":

- a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX. Suite 101 78599
- b. Precinct #2: 4011 So. Veterans Blvd., San Juan, TX. 78589
- c. Precinct #3: 8310 West Mile 7 Rd, Mission, TX. 78575
- d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX. 78539
- e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX 78539
- f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, TX. 78539

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

Descriptive specifications are referenced in this document to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. **Due to various types of products, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.**

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DELIVERY OF EXTRA PRODUCTS/QUANTITIES:

Hidalgo County shall not pay extra products delivered. Vendor is cautioned to provide only the quantity (ies) stated on the Purchase Order. Any extra products delivered to the County (Precincts, Facilities Management or Sheriff's Office) shall be considered as a donation and no additional fees will be allowed and/or paid.

ERRORS IN BIDS, RELIEF OF BID:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

REPRESENTATIONS:

The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that the products and/or services fail to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

OPTIONS: At the Precincts/Departments discretion either Option(s) or both may be chosen.

OPTION 1 - Lubricants - oils, fluids and Anti-freeze (Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk)

- A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.
- B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.
- C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.
- D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

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E)

OPTION 2 - 275 Lubster Steel Bulk Tank(s) (tanks at no additional cost to the County) with refilling services (on an as basis).

Provide tanks and various types of Lubricants/oils to fill bulk tanks as requested, but not limited to: Motor oils, Transmission fluids, Hydraulic fluids and anti-freeze etc.

The Following will be at no additional cost to Hidalgo County:

- A. Provide & set up Lubster tank(s)- 275 gallon capacity
(the number of tanks will be determined by the utilizing Departments).
- B. Tanks must be equipped with all necessary oil dispensing equipment (i.e. meter gun, gauges, reels, air pump, hoses (50 ft –re-enforced etc)
- C. Tanks will be placed at the requesting location(s), (Precincts 1-4, Sheriff's Office, Facility Management.)
- D. Each tank will have a container pad and monthly visual inspections of hoses etc, will be made by the Driver to check for any possible leaks of equipment.
- E. Vendor will be responsible for all normal wear and tear of all tanks & equipment and will not pass on any expense to the County.
- F. Refilling of tanks will be on a same day delivery basis; multiple refills will be given up to, but no longer than five (5) days.

PRICE: Bid price will be **per gallon** for bulk tank purchases of oil, grease, lubricants, anti-freeze and fluids etc.

ADDITIONAL FEES: Any additional fees should be included in bid price for bulk purchases (i.e. fuel surcharge, pump off fee, delivery fee etc.)

REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. It is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount.
In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified

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herein.

7. No cash advance discount will be considered.
8. Supplier or vendor with bid submission must furnish Material Safety Data Sheet (MSDS) information for all product bids. Literature submitted is the most current reflecting item(s) being bid.
9. BID PRICE: Bid your lowest delivery price as of the bid opening date.
10. Detailed explanation of warranties must be provided with bid.

↑
make up

INSTRUCTIONS TO BIDDERS:

COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

DEVIATIONS FROM SPECIFICATIONS: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the products, when delivered.

TERMS AND CONDITIONS:

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.
2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.
6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.
7. All costs and expenses associated with the preparation and submission of (bids, proposals

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and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request and at no additional cost to the County.

10. Hidalgo County has the right to add or delete tank locations and/or the number of tanks.

11. **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

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

- a) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

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- v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- b) **Price Reduction:** Vendor shall notify the County at the time when the Vendor=s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- d) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is 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, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL: tanya.delira@co.hidalgo.tx.us NO LATER THAN, Monday, June 26, 2017, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Wednesday June 28, 2017.

EXHIBIT “B”
BID PAGE

REQUEST FOR BIDS
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EXHIBIT "B"-BID PAGES

Bidder must provide bid pricing on Hidalgo County Exhibit "B". Pricing not conforming to Hidalgo County Specifications, may be cause for disqualification.

OPTION 1

CLASS 405- FUEL, OIL, GREASE & LUBRICANTS

1 DIESEL ENGINE LUBRICANTS-NIGP COMMODITY CODE: 405-90
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk

1A SAE15W-40 meeting the following specifications: -NIGP COMMODITY CODE: 405-90
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Fleet Supreme EC			
Bulk			

1B SAE 10W meeting the following specifications: -NIGP COMMODITY CODE: 405-90
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1C SAE 30W meeting the following specifications: -NIGP COMMODITY CODE: 405-90
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

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1D SAE 40W meeting the following specifications: -NIGP COMMODITY CODE: 405-90
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1E. Rotella T (15 W-40 C J 4) -NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2 GASOLINE ENGINE LUBRICANTS -- NIGP COMMODITY CODE: 405-39

Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30-- NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2B SAE10W-30 -- NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			
Bulk			

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2C **SAE5W-20- NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Premium Synthetic Blend			
Bulk			

2D **SAE30- NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2E **SAE40 - NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2F **SAE5W-20 SIMI SYNTHETIC- NIGP COMMODITY CODE: 405-39**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

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2G SAE2W-50- NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

3 Automatic Transmission Lubricants- NIGP COMMODITY CODE: 405-36
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A Mercon/Dexron III ATF meeting specifications for: Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			

3B Type F ATF meeting Ford M2C33-F specifications- NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			

3C Mercon 5 - Transmission Fluid - NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

3D Allison – Castrol Transmission TranSynd - NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

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4 Tractor Hydraulic Fluids- NIGP COMMODITY CODE: 405-51

Made available in the following sizes: 5 Gallon, 55 Gallon

Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134
A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil
immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon			
Steiner Hydraulic Oil			
55 Gallon			
Lubriguard 303			

5 Differential/ Final Drive Gear Lubricants NIGP COMMODITY CODE: 405-57

Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5A SAE 80W-90 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5B SAE 85W-140 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

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5D SAE 50W Synthetic Transmission lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE: 405-57

MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5F CAT-TO-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.
NIGP COMMODITY CODE: 405-51

6A ISO 32 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

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6B ISO 46 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6C ISO 68 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6D ISO 100 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon Quincy			
55 Gallon			

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Shell			

7B Power Steering Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Gunk			

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

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- 9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums
NIGP COMMODITY CODE: 405-24

- 9A Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE: 405-24
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10			
35# Pail			
120 # Keg-Mystik			
55 Gallon			

- 9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE: 405-24
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT			
35# Pail			
120 # Keg-CAT			

CLASS 060-AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

- 10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

- 10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE: 060-03
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55Gallon-Shell Zone			

- 10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE: 060-03
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

- 10C Volvo Antifreeze – Coolant VCS NIGP COMMODITY CODE: 060-03

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

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CLASS 075 – AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner NIGP COMMODITY CODE: 075-66

	Brand	Product No.	Price Per Unit
12oz			
16oz			
20oz			

11B Aerosol Engine Degreaser NIGP COMMODITY CODE: 075-66

	Brand	Product No.	Price Per Unit
12oz			
16oz			
20oz			

11C Aerosol Starting Fluid-Spray Can NIGP COMMODITY CODE: 075-66

	Brand	Product No.	Price Per Unit
12oz			
16oz			
20oz			

11D Aerosol Penetrating Oil – WD 40 NIGP COMMODITY CODE: 075-66

	Brand	Product No.	Price Per Unit
12oz			
16oz			
20oz			

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE: 075-66

	Brand	Product No.	Price Per Unit
12oz			
16oz			
20oz			

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

12A Gasoline Fuel Additive – Seafoam NIGP COMMODITY CODE: 405-07

	Brand	Product No.	Price Per Unit
12oz			
16oz			
20oz			
Gallon			

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
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EXHIBIT "B"-BID PAGES

12B Diesel Fuel Additives NIGP COMMODITY CODE: 405-07

	Brand	Product No.	Price Per Unit
12oz			
16oz			
20oz			
Gallon			

12C Engine Oil Additive NIGP COMMODITY CODE: 405-38

	Brand	Product No.	Price Per Unit
12oz			
16oz			
20oz			
Gallon			

12D Aerosol Lubricant NIGP COMMODITY CODE: 405-27

	Brand	Product No.	Price Per Unit
12oz			
16oz			
20oz			

12E Easy Slide RB-9512 Dryfilm Lubricant – Lube-A-Boom NIGP COMMODITY CODE: 405-66

	Brand	Product No.	Price Per Unit
12oz			
16oz			
20oz			

**CLASS 630 - PAINT, PROTECTIVE COATINGS,
VARNISH, WALLPAPER, AND RELATED PRODUCTS**

13 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon NIGP COMMODITY CODE: 630-90

**13A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner**

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
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EXHIBIT "B"-BID PAGES

OPTION 2 - BULK TANK- PRICE PER GALLON

CLASS 405- FUEL, OIL GREASE AND LUBRICANTS

14 Synthetic Petroleum Products - meeting specifications for NIPG CODE: 405-90

Premium Synthetic Blend 5W-20

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

Premium Synthetic Blend 5W-30

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

15 Transmissions Fluid meeting specifications for - NIPG CODE: 405-36

Spirax 53 ATF MD3

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

16 Tractor Hydraulic Fluids- meeting specifications for- NIPG : 405-51

Lubriguard 303

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

CLASS 060-AUTOMOTIVE AND TRAIL EQUIPMENT & PARTS

17 Anti-Freeze - meeting specifications for- NIPG CODE: 060-03 * add on next time

Premix 50/50 Coolant- Ethylene Glycol – Extended Life Anti-Freeze – Volvo Anti-Freeze

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
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EXHIBIT "B"-BID PAGES

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

TELEPHONE NUMBER

E-MAIL ADDRESS:

CELLULAR NUMBERS:

FAX NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

EXHIBIT “C”
INSURANCE REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

**“LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)
PRODUCTS”**

RFB No: 2017-152-07-05-TDL

EXHIBIT "C"

Insurance Requirements

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

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

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

Revised 10/01/08

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED					
			INSURERS AFFORDING COVERAGE		
			INSURER A:		
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	☐ CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	☐ OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	☐ OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT ☐ LOC				PRODUCTS - COMP/OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS: ☐ OTHER
					TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
	OTHER				E.L. DISEASE-POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.					
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION	
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		AUTHORIZED REPRESENTATIVE	

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

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

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

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

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

Authorized Representative

Date

Notice to Bidder:

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

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

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT “D”

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

“**LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)
PRODUCTS**”

RFB No: 2017-152-07-05-TDL

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

4

Signature of person doing business with the governmental entity

Date

APPLICATION
&
W-9 FORM

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

**“LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)
PRODUCTS”**

RFB No: 2017-152-07-05-TDL

HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

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

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

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: _____

7 List account number(s) here (optional)

Form **W-9** (Rev. 12-2014)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3876).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

² Circle the minor's name and furnish the minor's SSN.

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

**“LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)
PRODUCTS”**

RFB No: 2017-152-07-05-TDL

**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”

APPENDICES

REQUEST FOR BIDS HIDALGO COUNTY (all funding sources, programs & entities)

**“LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)
PRODUCTS”**

RFB No: 2017-152-07-05-TDL

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).



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

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REQUEST FOR BIDS
"LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE) PRODUCTS"

RFB NO: 2017-152-07-05-TDL

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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

08/19/17

Date

Revised 09/13/16



HIDALGO COUNTY
(Including all funding sources, programs, and entities)
LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE)

RFB No.: 2017-152-07-05-TDL

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

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2017-152-07-05-TDL
EXHIBIT "B"-BID PAGES

Bidder must provide bid pricing on Hidalgo County Exhibit "B". Pricing not conforming to Hidalgo County Specifications, maybe cause for disqualificaiton.

OPENED
9:11 7-5-17

OPTION 1

CLASS 405- FUEL, OIL, GREASE & LUBRICANTS

Witnessed

1 DIESEL ENGINE LUBRICANTS-NIGP COMMODITY CODE: 405-90
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk

1A SAE15W-40 meeting the following specifications: -NIGP COMMODITY CODE: 405-90
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart	P66	Fleet Supreme EC 15W40	\$ 3.07/Qt
Gallon	P66	Fleet Supreme EC 15W40	\$ 11.25/gal
5 Gallon	AOC Premium	HD CK-4 15W40	\$ 38.15/pail
55 Gallon	AOC Premium	HD CK-4 15W40	\$ 360.80/drum
Fleet Supreme EC	AOC Premium	HD CK-4 15W40	\$ 6.13/gal
Bulk			

1B SAE 10W meeting the following specifications: -NIGP COMMODITY CODE: 405-90
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			No Bid
Gallon			No Bid
5 Gallon	AOC Premium	HD 10W	\$ 37.45/pail
55 Gallon	AOC Premium	HD 10W	\$ 354.20/drum
Bulk	AOC Premium	HD 10W	\$ 5.99/gal

1C SAE 30W meeting the following specifications: -NIGP COMMODITY CODE: 405-90
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			No Bid
Gallon	P66	TSX HD30	\$ 12.31/gal
5 Gallon	AOC Premium	HD 30W	\$ 37.80/pail
55 Gallon	AOC Premium	HD 30	\$ 360.80/drum
Bulk	AOC Premium	HD 30	\$ 6.13/gal

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
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EXHIBIT "B"-BID PAGES

1D SAE 40W meeting the following specifications: -NIGP COMMODITY CODE: 405-90
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

OPENED

9/11/17-5-11

	Brand	Product No.	Price Per Unit
Quart			No Bid
Gallon	P66	TSX HD40	\$11.65/gal
5 Gallon	ADC Premium	HD 40	\$40.35/pail
55 Gallon	ADC Premium	HD40	\$388.85/drum
Bulk	ADC Premium	HD40	\$6.57/gal

Witnessed

1E. Rotella T (15 W-40 C J 4) -NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
Quart	P66	Fleet Supreme EC15W40	\$3.07/QT
Gallon	P66	Fleet Supreme EC15W40	\$11.35/gal
5 Gallon	ADC Premium	HD CK-4 15W40	\$38.15/pail
55 Gallon	ADC Premium	HDCK-4 15W40	\$360.80/drum
Bulk	ADC Premium	HDCK-4 15W40	\$6.13/gal

2 GASOLINE ENGINE LUBRICANTS - NIGP COMMODITY CODE: 405-39

Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30 - NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	P66	Shell Choice 5W30	\$3.07/QT
Gallon	~~P66~~	~~Shell Choice~~	No Bid
5 Gallon	ADC Premium	Syn Blend 5W30	\$32.65/pail
55 Gallon	ADC Premium	Syn Blend 5W30	\$304.15/drum
Bulk	ADC Premium	Syn Blend 5W30	\$5.03/gal

2B SAE10W-30 - NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	P66	Shell Choice 10W30	\$3.07/QT
Gallon			No Bid
5 Gallon	ADC Premium	Syn Blend 10W30	\$32.65/pail
55 Gallon Formula Shell	ADC Premium	Syn Blend 10W30	\$304.15/drum
Bulk	ADC Premium	Syn Blend 10W30	\$5.03/gal

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2017-152-07-05-TDL
EXHIBIT "B"-BID PAGES

OPENED

2C SAE5W-20- NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit	9.11.17-511 Witnessed
Quart	P66	Shield Choice S20	\$3.07/Q	
Gallon			No Bid	
5 Gallon	ADC Premium	Syn Blend S20	\$32.65/Pail	
55 Gallon Premium Synthetic Blend	ADC Premium	Syn Blend S20	\$304.15/drum	
Bulk	ADC Premium	Syn Blend S20	\$5.03/gal	

2D SAE30- NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			No Bid
Gallon			No Bid
5 Gallon	ADC Premium	SAE30	\$34.85/Pail
55 Gallon	ADC Premium	SAE30	\$328.35/drum
Bulk	ADC Premium	SAE30	\$5.47/gal

2E SAE40 - NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			No Bid
Gallon			No Bid
5 Gallon	ADC Premium	SAE40	\$34.85/Pail
55 Gallon	ADC Premium	SAE40	\$328.35/drum
Bulk	ADC Premium	SAE40	\$5.47/gal

2F SAE5W-20 SIMI SYNTHETIC- NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	P66	Shield Choice S20	\$3.07/Q
Gallon			No Bid
5 Gallon	ADC Premium	Syn Blend S20	\$32.65/Pail
55 Gallon	ADC Premium	Syn Blend S20	\$304.15/drum
Bulk	ADC Premium	Syn Blend S20	\$5.03/gal

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB No 2017-152-07-05-TDL
EXHIBIT "B"-BID PAGES

2G SAE2W-50- NIGP COMMODITY CODE: 405-39

OPENED

	Brand	Product No.	Price Per Unit	
Quart	Kendall	GT1 Comp 20W50	\$3.08/Q	9-11-11 7-5-11
Gallon			No Bid	
5 Gallon	AOC Premium	HP 20W50	\$36.45/pail	Witnessed
55 Gallon	AOC Premium	HP 20W50	\$345.95/drum	
Bulk	AOC Premium	HP 20W50	\$5.79/gal	

3 Automatic Transmission Lubricants- NIGP COMMODITY CODE: 405-36
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A Mercon/Dexron III ATF meeting specifications for: Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart	P66	Super ATF	\$2.85/Q
Gallon			No Bid
5 Gallon	AOC Premium	MD III ATF	\$33.05/pail
55 Gallon Formula Shell	AOC Premium	MD III ATF	\$308.55/drum

3B Type F ATF meeting Ford M2C33-F specifications- NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
Quart	Kendall	Classic Type F	\$2.62/Q
Gallon			No Bid
5 Gallon	AOC Premium	Type F ATF	\$36.05/pail
55 Gallon	AOC Premium	Type F ATF	\$346.55/drum

3C Mercon 5 - Transmission Fluid - NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
12 / 1 Qt.	Kendall	Versa Trans	\$3.24/Q
16 Gallon	AOC Premium	Multivehicle ATF	\$175.20/keg
55 Gallon	AOC Premium	Multivehicle ATF	\$530.75/drum

3D Allison - Castrol Transmission TranSynd - NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			No Bid
16 Gallon			No Bid
55 Gallon	P66	TRITON HD ATF	\$17.15/de.

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
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4 Tractor Hydraulic Fluids- NIGP COMMODITY CODE: 405-51

Made available in the following sizes: 5 Gallon, 55 Gallon

Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134
A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil
immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon			
Steiner Hydraulic Oil	AOL Premium	Tractor Hyl Fluid	\$32.05/pail
55 Gallon			
Lubriguard 303	AOL Premium	Tractor Hyl Fluid	\$297.55/drum

5 Differential/ Final Drive Gear Lubricants NIGP COMMODITY CODE: 405-57

Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			No Bid
120 Lb Keg			No Bid
400 Lb Drum Spirax			No Bid

OPENED

9:11 7-5-17

Witnessed

5A SAE 80W-90 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57

GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	AOL Premium	HPGL 80W90	\$45.20/pail
120 Lb Keg	AOL Premium	HDGL 80W90	\$151.04/keg
400 Lb Drum	AOL Premium	HPGL 80W90	\$420.20/drum

5B SAE 85W-140 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57

GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	AOL Premium	HDGL 85W140	\$50.20/pail
120 Lb Keg	AOL Premium	HPGL 85W140	\$167.04/keg
400 Lb Drum	AOL Premium	HDGL 85W140	\$475.20/drum

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57

GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	P66	Triton Syn 75W90	\$142.80/pail
120 Lb Keg	P66	Triton Syn 75W90	\$498.00/keg
400 Lb Drum Spirax	P66	Triton Syn 75W90	\$1568.00/drum

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
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5D SAE 50W Synthetic Transmission lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	ADC Premium	Syn Tran 50	\$92.85/pail
120 Lb Keg	ADC Premium	Syn Trans 50	\$301.92/Keg
400 Lb Drum	ADC Premium	Syn Tran 50	\$938.85/drum

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE: 405-57

MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	ADC Premium	Syntrans 50	\$92.85/pail
120 Lb Keg	ADC Premium	Syn Trans 50	\$301.92/Keg
400 Lb Drum	ADC Premium	Syn Trans 50	\$938.85/drum

OPENED
9/11/11

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail	ADC Premium	TD-430	\$47.65/pail
120 Lb Keg	ADC Premium	TD-430	\$157.28/Keg
400 Lb Drum CAT	ADC Premium	TD-430	\$469.15/drum

Witnessed

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail	ADC Premium	TO-450	\$56.80/pail
120 Lb Keg	ADC Premium	TO-450	\$186.56/Keg
400 Lb Drum CAT	ADC Premium	TO-450	\$569.80/drum

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.
NIGP COMMODITY CODE: 405-51

6A ISO 32 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	ADC Premium	Hyd AW 32	\$29.20/pail
55 Gallon	ADC Premium	Hyd AW 32	\$266.20/drum

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
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6B ISO 46 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	ADC Premium	Hyl AW 46	\$29.20/pail
55 Gallon	ADC Premium	Hyl AW 46	\$266.20/drum

6C ISO 68 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	ADC Premium	Hyl AW 68	\$29.20/pail
55 Gallon	ADC Premium	Hyl AW 68	\$266.20/drum

6D ISO 100 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon Quincy	ADC Premium	Hyl AW 100	\$35.15/pail
55 Gallon	ADC Premium	Hyl AW 100	\$331.65/drum

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			No Bid
Quart			No Bid
Gallon-Shell			No Bid

7B Power Steering Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			No Bid
Quart			No Bid
Gallon-Gunk			No Bid

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			No Bid
55 Gallon			No Bid

OPENED

G.1117-511

Witnessed

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
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EXHIBIT "B"-BID PAGES

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums
NIGP COMMODITY CODE: 405-24

9A Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE: 405-24
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	P66	Dynalife HT2	\$22.00/cs
35# Pail	P66	Dynalife HT2	\$78.75/Pail
120 # Keg-Mystik	P66	Dynalife HT2	\$286.80/Keg
55 Gallon	P66	Dynalife HT2	\$856.00/drum

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE: 405-24
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT	P66	Megaplex XD3	\$27.60/cs
35# Pail	P66	Megaplex XD3	\$126.35/Pail
120 # Keg-CAT	P66	Megaplex XD3	\$433.20/Keg

OPENED
9/11/11 7:54

CLASS 060-AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

Witnessed

10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE: 060-03
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	Old World	Fleet Charge AFC	\$10.13/gal
55Gallon-Shell Zone	ADC Premium	Coolant Plus 100%	\$337.70/drum

10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE: 060-03
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	Old World	Final Charge	\$9.97/gal
55 Gallon	ADC Premium	ELC 50/50	\$258.50/drum

10C Volvo Antifreeze - Coolant VCS NIGP COMMODITY CODE: 060-03

	Brand	Product No.	Price Per Unit
1 Gallon	Old World	Final Charge	\$11.84/gal
55 Gallon	Old World	Final Charge	\$581.90/drum

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2017-152-07-05-TDL
EXHIBIT "B"-BID PAGES

CLASS 075 – AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner NIGP COMMODITY CODE: 075-66

	Brand	Product No.	Price Per Unit
12oz			No Bid
16oz			No Bid
20oz			No Bid

11B Aerosol Engine Degreaser NIGP COMMODITY CODE: 075-66

	Brand	Product No.	Price Per Unit
12oz			No Bid
16oz			No Bid
20oz			No Bid

11C Aerosol Starting Fluid-Spray Can NIGP COMMODITY CODE: 075-66

	Brand	Product No.	Price Per Unit
12oz			No Bid
16oz			No Bid
20oz			No Bid

11D Aerosol Penetrating Oil – WD 40 NIGP COMMODITY CODE: 075-66

	Brand	Product No.	Price Per Unit
12oz			No Bid
16oz			No Bid
20oz			No Bid

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE: 075-66

	Brand	Product No.	Price Per Unit
12oz			No Bid
16oz			No Bid
20oz	50lb Bag	Absorb + Dry	\$4.50/Bag

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

12A Gasoline Fuel Additive – Seafoam NIGP COMMODITY CODE: 405-07

	Brand	Product No.	Price Per Unit
12oz			No Bid
16oz			No Bid
20oz			No Bid
Gallon			No Bid

OPENED
9.11.11 1-5-11

Witnessed

~

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
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12B Diesel Fuel Additives NIGP COMMODITY CODE: 405-07

	Brand	Product No.	Price Per Unit
12oz			No Bid
16oz	Power Service	DK + CB	\$6.54/Bottle
20oz			No Bid
Gallon	Power Service	DK + CB	\$32.74/gal

12C Engine Oil Additive NIGP COMMODITY CODE: 405-38

	Brand	Product No.	Price Per Unit
12oz			No Bid
16oz			No Bid
20oz			No Bid
Gallon			No Bid

12D Aerosol Lubricant NIGP COMMODITY CODE: 405-27

	Brand	Product No.	Price Per Unit
12oz			No Bid
16oz			No Bid
20oz			No Bid

12E Easy Slide RB-9512 Dryfilm Lubricant -- Lube-A-Boom NIGP COMMODITY CODE: 405-66

	Brand	Product No.	Price Per Unit
12oz			No Bid
16oz			No Bid
20oz			No Bid

**CLASS 630 - PAINT, PROTECTIVE COATINGS,
VARNISH, WALLPAPER, AND RELATED PRODUCTS**

13 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon NIGP COMMODITY CODE: 630-90

13A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon	ADC Premium	Mineral Spirits	\$37.80/Pail
55 Gallon	ADC Premium	Mineral Spirits	\$333.30/drum

OPENED
9/11/11 1-5-11
Witnessed

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
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EXHIBIT "B"-BID PAGES

OPTION 2 - BULK TANK- PRICE PER GALLON

CLASS 405- FUEL, OIL GREASE AND LUBRICANTS

14 Synthetic Petroleum Products - meeting specifications for NIPG CODE: 405-90

Premium Synthetic Blend 5W-20

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon	ADC Premium	Syn Blend 5W20	\$5.03

Premium Synthetic Blend 5W-30

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon	ADC Premium	Syn Blend 5W30	\$5.03

15 Transmissions Fluid meeting specifications for - NIPG CODE: 405-36

Spirax 53 ATF MD3

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon	ADC Premium	MD III ATF	\$5.16

16 Tractor Hydraulic Fluids- meeting specifications for- NIGP : 405-51

Lubriguard 303

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon	ADC Premium	Tractor Hy Fluid	\$4.96

CLASS 060-AUTOMOTIVE AND TRAIL EQUIPMENT & PARTS

17 Anti-Freeze - meeting specifications for- NIPG CODE: 060-03 * add on next time

Premix 50/50 Coolant- Ethylene Glycol – Extended Life Anti-Freeze – Volvo Anti-Freeze

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon	ADC Premium	ELC 50/50 Red	\$4.25

OPENED
9/11/17-511

Witness

EXHIBIT "C"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2017

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 Kahn Insurance Agency, LLC P.O. Box 450550 Laredo TX 78045-	CONTACT NAME: Greg Kahn
	PHONE (A/C, No, Ext): (956)231-0321 FAX (A/C, No): (888)650-1867
	E-MAIL ADDRESS: gregkahn@kahn-insurance.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company 18058
	INSURER B: Texas Mutual Insurance Company 29939
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED Arguindegui Management Co, LLC Arguindegui Oil Co. II Ltd PO BOX 1367 Laredo TX 78042-	INSURER A: Philadelphia Indemnity Insurance Company 18058
	INSURER B: Texas Mutual Insurance Company 29939
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER		PHPK1672437	06/27/2017	06/27/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ CA9948 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ☒ MCS90		PHPK1672437	06/27/2017	06/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000		PHUB589116	06/27/2017	06/27/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	0001130384	05/01/2017	05/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Physical Damage		PHPK1672437	06/27/2017	06/27/2018	Deductible: \$2,000 / \$5,000
A	*Actual Cash Value		PHPK1672437	06/27/2017	06/27/2018	Cargo Limit of Insurance 50,000
	Motor Truck Cargo					Deductible 1,000

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

The Certificate Holder is an Additional Insured with respects to General Liability & Auto Liability only when required by written contract but limited to the operations of the Insured under said contract, and always subject to policy terms, conditions, and exclusions. The Certificate Holder is an Additional Insured - Primary and Non-contributory under General Liability only when required by written contract. The Certificate holder is granted a waiver of subrogation under the General Liability, Auto Liability & Workers Compensation only when required by written contract but limited to the operations of the Insured under said contract, and always subject to policy terms, conditions, and exclusions. Alternate Employer Endorsement naming certificate holder under the Workers Compensation only when required by written contract.

Excess Liability extends, and is follow form over General Liability, Auto Liability & Employers Liability

CERTIFICATE HOLDER**CANCELLATION**

AI 000096

Hidalgo County Attn. Purchasing Dept 2812 S. Business Hwy 281 Edinburg TX 78539-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CC REGULAR AGENDA 09/12/2017

Betancourt is requesting declaration of "public purpose" with authority to purchase promotional items to be utilized when Hon. Judge Betancourt is representing and/or speaking on behalf of the 449th State District Court in public to include, but not limited to speaking events, presentations, functions, ceremonies, and school career days including the affixing of any applicable identifying logos.

B.

Pct. 1

1. AI-61569

Requesting authority to purchase (1) new 2017 John Deere 310L from Doggett Machinery Services [awarded vendor under BuyBoard's contract #515-16] in the amount of \$75,000.00 for Commissioner Pct. 1 through submitted Requisition #349103 upon 1295 compliance.

2. AI-61580

Requesting approval of the First Amendment to Interlocal Agreement with Cameron County resulting in:

A. Paragraph 9 to state "reconstruction".

In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreements in it's desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work") by decreasing the cost of services and increasing the quality of life for both the citizens of the County and the City.

C.

Pct. 3

1. AI-61066

Presentation of sole responsible vendor submitting the lowest and best bid received from Los Ebanos Land & Cattle Company, LLC., meeting all specifications/requirements for the purpose of award and approval of contract for Request for Bid project for Precinct No. 3, titled: "Lease of Land (approx. 5 acres)West of FM 886 Vicinity of Cuevitas - Los Ebanos or Sullivan City" No.: 2017-155-07-19-SGS.

D.

Co. Wide

1. AI-61372

Presentation of the sole responsible vendor, UPPER VALLEY MAIL SERVICES, LLC submitting the lowest and best bid [meeting all specifications and/or requirements as detailed in the supporting documentation contained herein] for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Mailing Services" through project No.: 2017-164-08-16-FAZ.

2. AI-61291

Recommending to award primary & secondary vendors submitting the lowest and best bids as: Primary Vendor-Arguindegui Oil Co. II Ltd and Secondary Vendor-RGV Pump & Equipment LLC including approval of contracts to same for RFB No. 2017-152-07-05-TDL "Lubricants (Grease-Oil-Hydraulic Fluid-Antifreeze)", subject to compliance with HB1295.

18.

Open Forum

① Fern McClougherty Re: "Sept. 15th"
② Esteban Lopez Re: Fri. Grito @ 6pm - Park
Shawford

19.

Closed Session:

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

Real Estate Acquisition