PURCHASING DEPARTMENT
County of Hidalgo

2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date: 12/02/2021 Department: 000 - Hidalgo County

Contract No.: C-21-0732-11-16 Effective Date: 11-16-2021

Description of Project: Purchase of Building Materials

Awarded Vendor: Matt's Building Materials

CC Approval on 11/16/2021 AI- 83370

Routing of documents:

- ✓ 1. Executive Office – Attn: Monica Salinas
- _____ 2. District Attorney's Office – Attn: Robert Viña
- _____ 3. County Judge's Office – Attn: Richard F. Cortez
- _____ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- _____ 5. Purchasing Department – Attn: Jorge Garza ext. 4874

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- ☐ Contract/Agreement
- ☐ Exhibit A – RFB Procurement Packet
- ☑ Exhibit B – Fee Schedule/Bid Page (Pgs. all to _____)
- ☑ Exhibit C – Certificate of Liability Insurance
- ☐ Other: _____

FILED
AT 10:40 O'CLOCK A. M
DEC 08 2021
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT
C-21-0732-11-16

THIS AGREEMENT (the "Agreement") is entered into effective the **16th day of November 2021**, by and between Matt's Building Materials, ("Seller" or "Company") and **COUNTY OF HIDALGO** ("County").

WHEREAS, County has solicited bids for the supply of required **"Purchase of Building Materials,"** for Hidalgo County (on an as needed basis) **(the "Products"),** as further described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Appendix "A" and incorporated herein by reference for all purposes (the "RFB"); and

WHEREAS, Seller has submitted a bid to supply County's requirements in accordance with the specifications as bid, a copy of Seller's Bid being attached hereto as Appendix "B", and incorporated herein for all purposes; and

WHEREAS, County has determined that Seller has submitted the lowest and best bid to meet County's requirements for the Products, as herein after described.

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

1. **Term.** County agrees to purchase from Seller, and Seller agrees to sell and deliver to County, all of the Products listed on Appendix "B" that County may require for use by County in Hidalgo County projects. The term of this agreement shall be for a period of **Six (6) Months** commencing **November 16, 2021** and ending **May 16, 2022**, and may be extended at the County's sole discretion for an additional **Six (6) month** term at the same rates, terms and conditions, and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Appendix "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

2. **Product Delivery.** When County 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 Seller FOB to the location in Hidalgo County specified by County in its Purchase Order.

3. **Consideration**. County agrees to pay Seller for each Purchase Order based on the prices set out in Appendix "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by County in accordance with the Texas Prompt Payment Act, Tex. Govt.

Code Ch. 2251.

4. **License**. As a condition of this Agreement, Seller shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the Services. Seller further represents that it is qualified to perform and execute the services described above. If such license is suspended or revoked, this Contract shall automatically be terminated and Seller shall immediately notify County.

5. **Equipment**: Seller shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Seller to perform the Services shall contain all equipment required by any authority to operate on streets and roads. All persons in the employ of Seller who operate trucks, vehicles or other equipment to perform Services shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks, vehicles or other equipment in providing the Services.

6. **Independent Contractor**. Seller must comply with all applicable laws and regulations of the State of Texas, and County policies. Notwithstanding the foregoing sentence, Seller represents and maintains that Seller is an independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Seller does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Seller agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Seller will incur no financial obligation on behalf of the County without prior written approval of the County. Seller will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

7. **Termination**. County may terminate this agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

8. Indemnification: Seller will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Seller's or that of any person providing services hereunder through or for the Seller. Upon written notice from the County, the Seller will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Seller will carry proper insurance with the County as an additional named insured.

9. **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 County 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. 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.

d. 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 County: Hidalgo County
Attention: County Judge
100 E. Closner, 2nd Floor
Edinburg, Texas 78539

If to Seller: Matt's Building Materials
Attention: Ben Smith
404 East Expressway 83
Pharr, Texas 78577

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.

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

f. 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.

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

h. 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.

i. **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.

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

k. **Insurance**: Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft and loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See **Appendix "C"** attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

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 County under this Contract, County may terminate this Contract upon sixty (60) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County

may terminate this Agreement upon sixty (60) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

m. 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 an agreement in writing executed by County and Company, and not otherwise.

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

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

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

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

p. Nondiscrimination: Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non- federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement

packet and are incorporated herein and made part of this agreement for all purposes.

q. **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.

r. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

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

County: HIDALGO COUNTY

By: _____
Hon. Richard F. Cortez, County Judge

ATTEST:

_____
Hon. Arturo Guajardo, Jr., County Clerk

Company: Matt's Building Materials

By: _____
Printed Name: Ben Smith
Title: Owner

Approved by Commissioners Court on: 11-16-2021

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney

APPROVED BY
COMMISSIONERS COURT
ON: 11/16/21

Exhibt "A"
Request for Bid (RFB)
Procurement Packet

HIDALGO COUNTY
PROCUREMENT PACKET

Request for Quotes
RFB. 2021-0732-11-03-JJR

"Purchase of Building Materials"

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Contact Information:
Jaime Rivas I
(956) 318-2626 Ext. 4875
Jaime.Rivas@co.hidalgo.tx.us

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

October 14, 2021

_____
Company Name

_____
Authorized Representative

_____
Address

_____
City, State Zip Code

RE: HIDALGO COUNTY - REQUEST FOR BIDS
RFB NO.: 2021-0732-11-03-JJR "PURCHASE OF BUILDING MATERIALS"

Dear Prospect Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications.

If assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Jaime Rivas

Martha L. Salazar, CPPB
Hidalgo County Purchasing Director
P.P. Jaime Rivas
Contract Specialist I

NOTICE OF INTENT TO RESPOND

In order for Hidalgo County to assess the potential interest in a solicitation, please check one of the statements below and submit to the Contract Specialist listed below, prior to the deadline of this solicitation. In the event that the Offeror chooses not to submit a response for this solicitation, the Hidalgo County Purchasing Department is interested in the reasons why Vendors have chosen not to participate in order to better serve the taxpayers of Hidalgo County.

Company Name: _____ **Contact Person:** _____
Telephone: _____ **Email:** _____

RE: RFB No. 2021-0732-11-03-JJR "Purchase of Building Materials"

Please indicate your reason(s) by checking all applicable items and return this form to the address shown below.

- ☐ We intent to respond to this solicitation.
- ☐ We decline to respond to this solicitation because:
  - ☐ Could not meet specifications.
  - ☐ Items or materials requested not manufactured by us.
  - ☐ Items or materials requested not available to our company.
  - ☐ Insurance requirements are too restricting.
  - ☐ Bond requirements are too restricting.
  - ☐ The scope of services are not clearly understood or applicable (too vague, too rigid, etc.).
  - ☐ The project is not suited to our organization.
  - ☐ Quantities are too small.
  - ☐ Insufficient time allowed for preparation of response.
  - ☐ Other (please specify): _____
    _____
    _____

Please send your response to:

Via Postal Mail:
Hidalgo County Purchasing Department
ATTN: Jaime Rivas
2802 S. BUS HWY 281
Edinburg, TX 78539

Via e-mail:
TO: Jaime Rivas Contract Specialist I,
Jaime.rivas@co.hidalgo.tx.us

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This procurement packet includes the components marked below. If the item is not checked, it is not applicable to this solicitation. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to this procurement packet before submitting a response.

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PROCUREMENT OVERVIEW

PROCUREMENT OVERVIEW

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this RFB. Further, the Respondent is responsible for providing any and all relevant information necessary to establish qualifications of the Firm. Failure to do so will be at the Respondent's risk, and may result in rejection of the qualification as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your submitted response package is complete.

PROJECT INTRODUCTION

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish **"PURCHASE OF BUILDING MATERIALS"**

INSTRUCTIONS TO BIDDER:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County" by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to,

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

REQUIREMENTS

1. The awarded bidder shall adhere to the following insurance requirements:

2. 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 Sam's System for Award www.sam.gov .

3. Certificates of insurance shall be submitted to Hidalgo County for approval prior to performance. Bidder shall maintain liability insurance on the building as described and listed in: **Insurance Requirements: See Exhibit "C", attached**;

AWARD

Hidalgo County reserves the right to award to the qualified respondent or multiple qualified respondents submitting the lowest and best bid for the Scope of Work, if the County determines it is in its best interest to do so. No award can be made until approved by Hidalgo County Commissioners Court. This RFSQ does not obligate Hidalgo County to the eventual purchase of any product and/or service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Hidalgo County, and may

be terminated at any time prior to execution of an agreement.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered,. or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

TENTATIVE TERM OF CONTRACT

The term of this contract shall be for a period of six (6) months, commencing on or about November 2021 and end on or about May, 2022 with the County's sole option to continue for an additional sixty (60) day grace period.

GENERAL REQUIREMENTS

One (*1*) original, and **one (1) USBs** in **original PDF** format. Further instructions listed below under **VENDOR INSTRUCTIONS** within this section of the procurement packet. For convenience, it's recommended the Offeror utilize the Shipping Label provided in **Appendix "N"** to ensure the package is clearly labeled.

SUBMISSION DEADLINE

All submissions must be received on or before Wednesday, November 3, 2021 at 09:30am. **Any submission received after this deadline will not be accepted and will be returned to sender at the sender's expense.**

HAND DELIVERED BIDS

When hand delivering your company's submission to this request, Hidalgo County requires submitters to ensure your package/envelope is stamped with date and time it was received by the Hidalgo County Purchasing staff.

DELIVER TO:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Director
ATTN: Jaime Rivas
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Director
ATTN: Hector A. Garcia
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition, or clarification on any requirements that are ambiguous. Any such protest or question regarding the requirements or bidders procedures must be received in writing via email by the deadline stated for Questions and Answers.

COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Offeror acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County.

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:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **The timeframe 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 a request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from

the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (*25%*) of the original contract price during the contract term.

WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

NOTICE OF COMMUNICATION

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. No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

Additional Information:

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

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to jaime.rivas@co.hidalgo.tx.us by no later than Monday October 25, 2021 by 1:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than Wednesday October 27, 2021 by 5:00 P.M.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided within this solicitation:

_____ Cover Sheet
- Company Name, Company Address, Company Phone Number
- Project Name Purchase of Building Materials
- Procurement RFB: 2021-0732-11-03-JJR
- Submission Date: July 8, 2021 1P.M.

_____ Table of Contents
_____ Questionnaire
_____ Required Documents
- _____ Legal Notice Acknowledgement
- _____ Appendix "B" - Bid Page
- _____ Appendix "C" - Insurance Requirements
  - Proof of Insurance
  - Insurance Requirement Acknowledgement
  - Project Requirements Acknowledgement
- _____ Appendix "D" - Conflict of Interest Questionnaire
  - CIQ Form - Copy of County Clerk File with fee receipt (when applicable)
- _____ Appendix "E" - Vendor Forms
  - Vendor Enrollment Solution
  - HUB Declaration
- _____ Appendix "F" - Certification Regarding Debarment
  - Signed Certification
  - SAM.gov Registration Acknowledgement
- _____ Appendix "H" - Contracts Under Federal Award 2 - CFR 200
  - Byrd Anti-Lobbying Contract Clause
  - 2 CFR 200 Certification
- _____ Appendix "J" - Respondent's Affidavit
- _____ Appendix "L" - Deficiencies and Deviations Form (when applicable)
- _____ Appendix "M" - References
- _____ Addenda (when applicable; see Addenda under Legal Notice)

_____ Miscellaneous



LEGAL NOTICE

LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as "Offeror", "Vendor", "Respondent", or "Contractor") submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as "Procurement Packet") made by the County of Hidalgo (hereinafter referred to as "Hidalgo County" and "County").

It is the Offeror's sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County's interpretation shall govern.

The following is a link to all adopted Hidalgo County policies (https://www.hidalgocounty.us/805/County-Administrative-Policies), which for all purposes, when applicable whether specified explicitly, is incorporated by reference as part of this procurement packet and any resulting agreement.

1. **ACCEPTANCE OF SUBMISSION.** Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror's submitted response is to remain firm for a minimum of ninety (90) days after opening.

2. **ACCESS TO RECORDS.** In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

3. **ACCOUNT CREATION FOR PAYMENT.** Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor's Office in order to establish an account with the County for payment, including information requested on the Vendor Application, **Appendix "E"** on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor's Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

4. **ADDENDA.** When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must **sign in blue ink and include it in the returned submission package.**

5. **ASSIGNMENT.** The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court or other applicable governing body.

6. **AWARD.** Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on **Appendix "B"**, in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners' Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

In the event the lowest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before the Commissioners Court, or other applicable governing body and present evidence concerning their responsibility after officially notifying in writing via email **and** certified mail to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, martha.salazar@co.hidalgo.tx.us; "Carbon Copy:" and "Attention To:" the Contract Specialist listed on the cover page of this procurement packet of their intent to appear.

7. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** The County will search a database maintained by the Texas State Comptroller. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter's 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

7.2 Breach of Ethics. Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

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 response to a request 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.

7.3 Bonds. If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in **Appendix "C"**. Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

7.4 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of $100,000 or more.

7.5 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, or state assistance, as described under Executive Order 12549, "Debarment and

Suspension." The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at www.sam.gov with their response.

7.6 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of $2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

7.7 Disclosure of Conflict of Interest.

7.7.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror's employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County's elected official, department head, or employee, or a member of their family, received any gifts valued in excess of $250 during the preceding twelve (12) month period, or employment of any County's elected official, department head, or employee, or the County official's family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

7.7.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, (hereinafter referred to as "Commissioners Court") to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

7.7.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent's Affidavit **(Appendix "J")** must be included in the response.

7.7.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

7.7.5 Disclosure of Interested Parties (Form CIQ). Offeror must fully disclose the existence

of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as **Appendix "D"**, must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse, at 100 N. Closner, Edinburg, TX 78539 no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

7.7.6 **Disclosure to Report Lobbying.** When applicable, pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the contract term funding to Contractor exceeds $100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as detailed in **Appendix "H"**.

7.8 **Disqualification of Offeror.** By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

7.9 **Ethical Business Practices.** Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, martha.salazar@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

7.10 **Historically Underutilized Business/Disadvantaged Business Enterprises.** The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in **Appendix "E"**.

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
f. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation (TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

7.11 Fair Wages. The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

7.12 Independent Contractor. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that the County has no supervision of the performance of the Services provided by Vendor, and that Vendor is an independent contractor under an award through this procurement packet.

7.13 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

7.14 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET**". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

7.15 Title VI Notice. 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 respondents 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. Further, Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as attached hereto as **Appendix "G"**. Offeror agrees to comply with Title VI as may be required.

8. **CONTRACT OBLIGATION.** Hidalgo County Commissioners Court must award the contract and the County Judge must sign the contract before it becomes binding on Hidalgo County or the Offeror. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

9. **CONTRACT RENEWALS.** Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.

10. **CONTRACT TRANSITION (Grace Period).** In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration/termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

11. **COST OF GOODS AND SERVICES.** Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent'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 Hidalgo County. 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.

12. **COUNTY APPROVED HOLIDAYS.** There are fourteen (14) County approved holidays. The Offeror is advised that official County business will not be conducted on the dates listed below:

~~New Year's Day~~	~~Friday, January 01, 2021~~
~~Martin Luther King Day~~	~~Monday, January 18, 2021~~
~~President's Day~~	~~Monday, February 15, 2021~~
~~Good Friday~~	~~Friday, April 02, 2021~~
~~Memorial Day~~	~~Monday, May 31, 2021~~
~~Independence Day~~	~~Monday, July 05, 2021~~
~~Labor Day~~	~~Monday, September 06, 2021~~
~~Columbus' Day~~	~~Monday, October 11, 2021~~
Veterans' Day	Thursday, November 11, 2021
Thanksgiving	Thursday/Friday, November 25-26, 2021
Christmas	Thursday/Friday, December 23-24, 2021
New Year's Eve	Friday, December 31, 2021

13. **EVALUATION.** Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation**. A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and

identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

14. **FISCAL FUNDING.** Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized "Grant Funding" rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

    14.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor.

    14.2 Grant Funding. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

    Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix "H"**. It is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

15. **FORCE MAJEURE.** If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

16. **GOVERNING LAW.** This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas. Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

17. **HIPAA COMPLIANCE.** When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE

ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

18. **INDEMNIFICATION. The successful Offeror, shall indemnify, defend, save, and hold Hidalgo County, all its elected officials, officers, agents and employees harmless 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 directly or indirectly from contractor's performance on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from 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 Offeror shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to the County. The Successful Offeror 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 Offeror.**

19. **INSPECTIONS & TESTING.** Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate.

    The successful respondent shall warrant that all items/services shall conform to 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 procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (*2*) business days at no expense to the County. Items that are not picked up within one (*1*) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

20. **INSURANCE.** Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See **Appendix "C": Insurance Requirements**). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

21. **LEGAL DOCUMENTS.** Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.

22. **MAINTENANCE.** Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on **Appendix "B"**. If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

23. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS.** When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The Price Adjustment procedure may be employed to medicate price volatility on a quarterly basis, on the quarter they're being requested for, then return to the original contract price. The Hidalgo County Purchasing Department has sole discretion whether to grant

the price increase extension with provided sufficient evidence of the request. The requested increase cannot exceed twenty-five percent (25%) of the original contract price during the contract term. Lastly, Hidalgo County may at its own discretion, conduct temporary price adjustment reviews at any time.

24. **MATERIAL SAFETY DATA SHEETS.** Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

25. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS.** With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on **Appendix "A"**. A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.

26. **NAME BRANDS.** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, 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.

27. **NEW MILLENNIUM COMPLIANCE.** All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

28. **PAYMENT UNDER CONTRACT.** 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.

29. **PERFORMANCE ENFORCEMENT.** Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

30. **POST-AWARD DELIVERY INSTRUCTIONS.** Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (*72*) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

31. **POST-AWARD INVOICES AND PAYMENTS.** Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only.

    Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. No charges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy.

281, Edinburg, Texas 78539, (956) 318-2511.

32. **PROCUREMENT PACKET FORM COMPLETION.** Fill out and return to the Hidalgo County Purchasing Department one (1) complete response in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE COMPANY NAME, RETURN ADDRESS, THE RFB, RFP, RFQ, RFP/Q, etc., PROJECT DESCRIPTION, OPENING DATE AND TIME, AND BE MARKED "SEALED PROPOSAL".** For Offeror's convenience, the shipping label on **Appendix "N"** can be used on the submission packet. An authorized representative of the Offeror should sign the Submission Cover Sheet. The contract will be binding only when signed by Hidalgo County, funds are certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order is issued by the Hidalgo County Purchasing Department.

33. **PROCUREMENT PACKET SUBMISSION.** Offeror must submit all completed responses to the Hidalgo County Purchasing Department reception desk at 2802 S. BUS. HWY 281, Edinburg, Texas 78539 by the date and time listed under the Submission Deadline and Bid Opening section of the Procurement Overview. Late proposals will not be accepted for any reason.

    33.1 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

34. **PROOF OF BUSINESS.** Offeror must have been in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix "D"**.

35. **PURCHASE ORDER AND DELIVERY.** The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix "B"**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly**.

    Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

36. **QUALIFICATIONS OF OFFEROR.** Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

37. **RECYCLED MATERIALS.** Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

38. **REFERENCES.** Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled.**

Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form **Appendix "M"**. Letters or reference sheet must include the following information:

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person
- Contact Telephone, Address and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project time frame
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled.

39. **SCANNED OR RE-TYPED RESPONSE.** If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's proposal package ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

    Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, **the response must be submitted in hard copy** according to the instructions contained in this procurement packet.

40. **SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

41. **SILENCE OF SPECIFICATIONS.** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

42. **SUBCONTRACTING.** Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

43. **TAXES.** Hidalgo County is exempt from all federal excise, state and local taxes unless, otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

44. **TERM OF CONTRACTS.** If the contract is intended to cover a specific time period, the term will be p in the Requirements/Specifications. Participation in the Professional Services Pool will be in effect until (*a*) the term expires, or (*b*) participation is terminated by County with thirty (*30*) days written notice prior to cancellation with

or without cause. Any supplemental project-specific contract award to a successful respondent 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 the County with thirty (*30*) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

45. **TERMINATION.** Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.

46. **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.** Hidalgo County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

47. **USAGE REPORTS.** Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.

48. **WAIVER OF SUBROGATION.** Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.

49. **WARRANTIES.** Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

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LEGAL NOTICE DECLARATION

TO: Martha L. Salazar, CPPB, Purchasing Director
ATTN: Jaime Rivas, Contract Specialist I
Hidalgo County Administration Building/Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: RFB No. 2021-0732-11-03

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Respectfully submitted,

Firm: _____

Address: _____

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Appendix A

REQUIREMENTS/SPECIFICATIONS

APPENDIX "A"

Specifications/Requirements

Hidalgo County (all funding sources)

"Purchase of Building Materials"
RFB No: 2021-0732-11-03-JJR

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish ***"Purchase of Building Materials"*** in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specified services.

GENERAL REQUIREMENTS:

The following are the minimum requirements and/or specifications that will be acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday.
- All items must be shipped **F.O.B. INSIDE DELIVERY.**
- All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **N/A** for not applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.
- The bids will be based upon each item and/or all the items, Hidalgo County reserves the right to delete any item it considers too expensive.

REQUIRED ITEMS:

The following are the minimum specifications including any special orders (special orders are items not in stock) that will be acceptable to the Hidalgo County Facility Management Department. These specifications must be equal or better including but not limited to the following:

A) BOARDS (LUMBER)
B) TREATED BOARDS (LUMBER)
C) CEDAR LUMBER
D) LUMBER (PINE) 1 INCH
E) PLYWOOD (REGULAR PLYWOOD)
F) METAL ROOFING
G) MASONRY CEMENT
H) FIBER CEMENT
I) NAILS (FINISH, ROOFINH, SHEETRICK, GLAVANIZED, REGULAR)
J) WEDGE ANCHOR
K) SCREWS
L) COMMERCIAL TILE
M) INSULATION
N) MOLDING (ASH MOLDING)
O) STAIN/GLOSS
P) PAINT/PRIMER
Q) PAINT THINNER/REMOVER
R) PAINT BRUSHES & ACCESSORIES

S) ADHESIVES
T) SANDPAPER
U) SHEETROCK & ACCESSORIES
V) LAMINATING COUNTER TOP
W) CEILING TILE
X) ROOFING MATERIALS
Y) DOORS
Z) MISCILLANEOUS FLOORING

TERMS CONDITIONS:

1) Term of contract is for a six (6) month period with County's option to renew contract for additional six (6) month term under the same rates and conditions.

2) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

3) Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to cancellation.

4) Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation whenever it is in the County's best interest to do so.

5) Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors.

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

7) Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: (See Exhibit "C" attached hereto)**

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



Appendix B

BID PAGE

APPENDIX "B"

BID PAGE

Hidalgo County

"Purchase of Building Materials"

Bidder must throughly fill in each section of the Bid Page. If not applicable fill in with N/A and/or No. Bid INCOMPLETE or ALTERED.

	DESCRIPTION OF ITEMS	Manufacturer or Sku#	UOM	UNIT PRICE
A.)	**BOARDS (LUMBER)**			
1	2 x 4 - PC (92-5/8) WW STUD LUMBER		EACH	
2	2 x 4-9 PC (104-5/8) WW/HF STUD LUMBER		EACH	
3	2 X 4-10' PC (116-5/8) WW/HF STUD LUMBER		EACH	
4	2 x 4-8 STD&BTR/#2 SPF/H STUD LUMBER		EACH	
5	2 x 4-10 STD&BTR/#2 SPF/ STUD LUMBER		EACH	
6	2 x 4-12 STD&BTR/#2 SPF/HF STUD LUMBER		EACH	
7	2 x 4-14 STD&BTR/#2 SPF/ STUD LUMBER		EACH	
8	2 x 4-16 STD&BTR/#2 SPF/HF STUD LUMBER		EACH	
9	2 x 4-18 STD&BTR#2 SPF/H STUD LUMBER		EACH	
10	2 x 4-20 STD&BTR #2 SPF/HF STUD LUMBER		EACH	
11	2 x 6 - 8 PC (92 5/8) #2 SP LUMBER		EACH	
12	2 x 6 - 9 (104 5/8) STUD-GP LUMBER		EACH	
13	2 x 6 - 10 PC (116-5/8) STUD LUMBER		EACH	
14	2 x 6 - 8 #2 SPF/HF/YP LUMBER		EACH	
15	2 x 6 - 10 #2 SPF/HF/YP LUMBER		EACH	
16	2 x 6 - 12 #2 SPF/HF/YP LUMBER		EACH	
17	2 x 6 - 14 #2 SPF/HF/YP LUMBER		EACH	
18	2 x 6 - 16 #2 SPF/HF/YP LUMBER		EACH	
19	2 x 6 - 18 #2 SPF/HF/YP LUMBER		EACH	
20	2 x 6 - 20 #2 SPF/HF/YP LUMBER		EACH	
21	2 x 6 - 22 #2 SPF/HF LUMBER		EACH	
22	2 x 6 - 24 #2 SPF/HF LUMBER		EACH	
23	2 x 6 - 26 #2 SPF/HF LUMBER		EACH	
24	2 x 8-8 #2 SPF/HF/YP LUMBER		EACH	
25	2 x 8 - 10 #2 SPF/HF/Y LUMBER		EACH	
26	2 X 8 - 12 #2 SPF/HF/YP LUMBER		EACH	
27	2 x 8 - 14 #2 SPF/HF/YP LUMBER		EACH	
28	2 x 8 - 16 #2 SPF HF/YP LUMBER		EACH	
29	2 x 8 - 18 #2 SPF/HF/YP LUMBER		EACH	
30	2 x 8 - 20 #2 SPF/HF/Y LUMBER		EACH	
31	2 x 8-22 #2 SPF/HF/YP LUMBER		EACH	
32	2 x 8-24 #2 SPF/HF/Y LUMBER		EACH	
33	2 x 10-8 #2 SPF/HF/YP LUMBER		EACH	

34	2 x 10-10 #2 SPF/HF/YP LUMBER		EACH	
35	2 x 10-12 #2 SPF/HF/YP LUMBER		EACH	
36	2 x 10-14 #2 SPF/HF/YP LUMBER		EACH	
37	2 X 10-16 #2 SPF/HF/YP LUMBER		EACH	
38	2 x 10-18 #2 SPF/HF/YP LUMBER		EACH	
39	2 X 10-20 #2 SPF/HF/YP LUMBER		EACH	
40	2 x 10-22 #2 SPF/HF/YP LUMBER		EACH	
41	2 X 10-24 #2 SPF/HF/YP LUMBER		EACH	
42	2 x 12-8 #2 SPF/HF/YP LUMBER		EACH	
43	2 x 12-10 #2 SPF/HF/YP LUMBER		EACH	
44	2 x 12-12 #2 SPF/HF/YP LUMBER		EACH	
45	2 x 12-14 #2 SPF/HF LUMBER		EACH	
46	2 x 12-16 #2 SPF/HF/YP LUMBER		EACH	
47	2 x 12-18 #2 SPF/HF LUMBER		EACH	
48	2 x 12-20 #2 SPF/HF/YP LUMBER		EACH	
49	2 x 12-22 #2 SPF/HF/YP LUMBER		EACH	
50	2 x 12-24 #2 SPF/HF LUMBER		EACH	
51	2 X 2-8' WP STRIP		EACH	
B.)	**TREATED BOARDS (LUMBER)**			
1	2 X 4-8' TREATED LUMBER		EACH	
2	2 X 4-10' TREATED LUMBER		EACH	
3	2 X 4-12' TREATED LUMBER		EACH	
4	2 X 4-14' TREATED LUMBER		EACH	
5	2 X 4-16' TREATED LUMBER		EACH	
6	2 X 6-8' TREATED LUMBER		EACH	
7	2 X 6-10' TREATED LUMBER		EACH	
8	2 X 6-12' TREATED LUMBER		EACH	
9	2 X 6-14' TREATED LUMBER		EACH	
10	2 X 6-16' TREATED LUMBER		EACH	
11	2 X 6-20' TREATED LUMBER		EACH	
12	2 X 8-8' TREATED LUMBER		EACH	
13	2 X 8-10' TREATED LUMBER		EACH	
14	2 X 8-12' TREATED LUMBER		EACH	
15	2 X 8-14' TREATED LUMBER		EACH	
16	2 X 8-16' TREATED LUMBER		EACH	
17	2 X 8-20' TREATED LUMBER		EACH	
18	2 X 12-8' TREATED LUMBER		EACH	
19	2 X 12-12' TREATED LUMBER		EACH	
20	2 x 12-16' TREATED LUMBER		EACH	
21	2 X 12-20' TREATED LUMBER		EACH	
22	4 X 4-8' TREATED		EACH	
23	4 X 4-10' TREATED		EACH	
24	4 X 4-12' TREATED		EACH	
25	4 X 4-14' TREATED		EACH	
26	4 x 4-16' TREATED		EACH	
27	4 X 4-20' TREATED		EACH	
28	4 X 6-8' TREATED		EACH	
29	4 X 6-10' TREATED		EACH	

30	4 X 6-12' TREATED		EACH	
31	4 X 6-14' TREATED		EACH	
32	4 X 6-16' TREATED		EACH	
33	4 X 6-20' TREATED		EACH	
34	6 X 6-8' TREATED POST		EACH	
35	6 X 6-12' TREATED		EACH	
36	6 X 6-16' TREATED		EACH	
37	1 X 6-6' #1 3/4"" TREATED FENCE		EACH	
C.)	**CEDAR LUMBER**			
1	1 x 2-8' #2 CEDAR		EACH	
2	1 X 2-10 #2 CEDAR		EACH	
3	1 x 2-12 #2 CEDAR		EACH	
4	1 x 2-14' #2 CEDAR		EACH	
5	1 x 12-10' CEDAR WESTERN RED		EACH	
6	1 x 12-12' CEDAR WESTERN RED		EACH	
7	1 x 12-8' CEDAR WESTERN RED		EACH	
8	1 X 4-8' CEDAR		EACH	
9	1 X 4-10' CEDAR		EACH	
10	1 X 4-12' CEDAR		EACH	
11	1 X 6-8' CEDAR WESTERN RED		EACH	
12	1 X 6-10' CEDAR WESTERN RED		EACH	
13	1 X 6-12' CEDAR WESTERN RED		EACH	
14	1 X 6-14' CEDAR WESTERN RED		EACH	
15	1 X 6-16' CEDAR WESTERN RED		EACH	
16	1 X 8-8' CEDAR WESTERN RED		EACH	
17	1 X 8-10' CEDAR WESTERN RED		EACH	
18	1 X 8-12' CEDAR WESTERN RED		EACH	
19	1 X 8-14' CEDAR WESTERN RED		EACH	
20	1 X 8-16' CEDAR WESTERN RED		EACH	
21	1 X 8-20' CEDAR WESTERN RED		EACH	
22	1 X 6 - 6' 3/4"" CEDAR PICKET		EACH	
D.)	**LUMBER (PINE) 1 INCH**			
2	1 x 10-10' #2 S4S Y.P.		EACH	
2	1 x 10-8' #2 Y.P.		EACH	
3	1 x 12-10' SELECT W.P.		EACH	
4	1 x 12-12' SELECT W.P.		EACH	
5	1 x 12-16' SELECT W.P.		EACH	
6	1 x 12-8' SELECT W.P.		EACH	
7	1 x 12-16 SELECT FJ WHITE PINE		EACH	
8	1 x 12-8' SELECT FJ WHITE PINE		EACH	
9	1 X 2-8 SELECT FJ WHITE PINE		EACH	
10	1 x 2-16' REAL TRIM		EACH	
11	1 X 4-10' #1 S4S Y.P.		EACH	
12	1 X 4-12' #1 S4S Y.P.		EACH	
13	1 X 4-8' #1 S4S Y.P.		EACH	
14	1 X 4-10' D-GRADE Y.P. FLOORING		EACH	
15	1 X 4-8' D-GRADE Y.P. FLOORING		EACH	
16	1 X 4-16' SELECT FJ WHITE PINE		EACH	

17	1 X 4-8' SELECT FJ WHITE PINE		EACH	
18	1 X 4-16' REAL TRIM		EACH	
19	1 X 6-10' #1 S4S Y.P.		EACH	
20	1 x 6-12' #1 S4S Y.P.		EACH	
21	1 x 6-8' #1 S4S Y.P.		EACH	
22	1 X 6-10' #2 S4S Y.P.		EACH	
23	1 X 6-12' #2 S4S Y.P.		EACH	
24	1 X 6-14' #2 S4S Y.P.		EACH	
25	1 X 6-16' #2 S4S YP/WP		EACH	
26	1 X 6-8' #2 S4S Y.P.		EACH	
27	1 X 6-12' D-GRADE #117		EACH	
28	1 X 6-8 SELECT FJ WHITE PINE		EACH	
29	1 x 6-12' BEADED		EACH	
30	1 x 6-16' REAL TRIM		EACH	
31	1 X 8-10' #1 S4S Y.P.		EACH	
32	1 X 8-12' #1 S4S Y.P.		EACH	
33	1 X 8-8' #1 S4S Y.P.		EACH	
34	1 X 8-10' #2 S4S Y.P.		EACH	
35	1 X 8-12' #2 S4S Y.P.		EACH	
36	1 X 8-14' #2 S4S Y.P.		EACH	
37	1 X 8-16' #2 S4S Y.P.		EACH	
38	1 X 8-8' #2 S4S Y.P.		EACH	
39	1 X 8-10' #2 S/L		EACH	
40	1 X 8-12' #2 S/L		EACH	
42	1 X 8-8' #2 S/L		EACH	
43	1 x 8-10' #2 105 Y.P SIDING		EACH	
44	1 X 8-12' #2 105 Y.P SIDING		EACH	
45	1 X 8-14' #2 105 Y.P SIDING		EACH	
46	1 X 8-16' #2 105 Y.P SIDING		EACH	
47	1 X 8-8' #2 105 Y.P SIDING		EACH	
48	1 X 8-16' SELECT FJ WHITE PINE		EACH	
49	1 X 8-8' SELECT FJ WHITE PINE		EACH	
50	1 x 8-16' REAL TRIM		EACH	
51	1 X 2-8 WP STRIP		EACH	
52	1 x 12-10' #3 W/P		EACH	
53	1 x 12-12' #3 W.P.		EACH	
54	1 x 12-14' #3 W/P		EACH	
55	1 x 12-16' #3 W/P		EACH	
56	1 x 12-8' #3 W/P		EACH	
57	1 X 4-10' #3 & BETTER SP		EACH	
58	1 X 4-12' #3 & BETTER SP		EACH	
59	1 X 4-14' #3 & BETTER SP		EACH	
60	1 X 4-16' #3 & BETTER SPF		EACH	
61	1 X 4-8' #3 & BETTER SPF		EACH	
62	1 x 12-14' SELECT W.P.		EA	
E.)	**PLYWOOD (REGULAR PLYWOOD)**			
1	3/8 PTS. PLYWOOD		EACH	
2	3/8 CDX PLYWOOD		EACH	
3	1/2 (15/32) CD PLYWOOD		EACH	

4	5/8 (19/32) CD PLYWOOD		EACH	
5	3/4 (23/32) CD PLYWOOD		EACH	
6	3/4 (23/32) T & G PLYWOOD		EACH	
7	4 X 8-1 1/8 T&G		EACH	
	FINISH PLYWOOD			
8	4 X 8 1/4 BC PLYWOOD		EACH	
9	4 X 8 - 3/8 BC PLYWOOD		EACH	
10	4 X 8 - 1/2 BC PLYWOOD		EACH	
11	4 X 8 - 5/8 BC PLYWOOD		EACH	
12	4 X 8 - 3/4 BC PLYWOOD		EACH	
13	4 X 8 - 1/4 BIRCH PLYWOOD		EACH	
14	4 X 8 - 3/4 BIRCH CAB GRADE PLYWOOD		EACH	
15	4 X 8 - 5/8 BIRCH CAB GRADE PLYWOOD		EACH	
16	4 X 8 - 1/4 ASH PLYWOOD		EACH	
17	4 X 8 - 3/4 ASH PLYWOOD		EACH	
18	4 X 8 - 1/4 RED OAK PLYWOOD		EACH	
19	4 X 8 - 3/4 RED OAK PLYWOOD		EACH	
20	4 X 8 - 1/8 LUAN PLYWOOD		EACH	
21	4 X 8 - 1/4 LUAN PLYWOOD		EACH	
22	4 X 8 - 1/2 LUAN PLYWOOD		EACH	
23	4 X 8 - 5/8 LUAN PLYWOOD		EACH	
24	4 X 8 - 3/4 LUAN PLYWOOD		EACH	
25	4 X 8 1/2"" MDO PLYWOOD		EACH	
	SIDING PLYWOOD			
26	3/8"" 4 X 8 CLASSIC BEADED SIDING		EACH	
27	3/8 T-1/11 SIDING		EACH	
28	5/8-4 T-1/11 SIDING		EACH	
29	5/8-8"" T1-11 SIDING		EACH	
30	5/8-12 T1-11 SIDING		EACH	
31	4 X 8-3/8"" SMART PANEL		EACH	
	OSB PLYWOOD			
32	4 X 8 7/16 OSB		EACH	
33	4 X 8-7/16 OSB THERMO SHEET		EACH	
34	4 X 8-19/32 OSB		EACH	
	TREATED PLYWOOD			
35	4 X 8 1/2 TREATED PLYWOOD		EACH	
36	4 X 8 3/4 TREATED PLYWOOD		EACH	
37	3/4 TREATED LATTICE		EACH	
F.)	**METAL ROOFING**			
1	10' GALVANIZED CORRUGATED IRON (31 GAUGE)		EACH	
2	10' GALVANIZED CORRUGATED RIDGE ROLL		EACH	
3	10'6"" GREEN RIDGE CAP		EACH	
4	10' PLAIN RIDGE ROLL CORRUGATED		EACH	
5	10'6"" RED RIDGE CAP		EACH	
6	38"" x 10' RIB PANEL IRON		EACH	
7	10'6"" WHITE RIDGE CAP		EACH	
8	12' GALVANIZED CORRUGATED IRON (31 GAUGE)		EACH	
9	37"" x 12' GREEN ROOF		EACH	
10	37"" x 12' RED ROOF		EACH	
11	38"" x 12' RIB PANEL IRON		EACH	
12	37"" x 12' WHITE ROOF		EACH	

13	14' GALVANIZED CORRUGATED IRON (31 GAUGE)		EACH	
14	38"" x 14' RIB PANEL IRON		EACH	
15	16' GALVANIZED CORRUGATED IRON (31 GAUGE)		EACH	
16	37"" x 16' GREEN ROOF		EACH	
17	37"" X 16' RED ROOF		EACH	
18	38"" X 16' RIB PANEL IRON		EACH	
19	37"" X 16' WHITE ROOF		EACH	
20	6' GALVANIZED CORRUGATED IRON (31 GAUGE)		EACH	
21	8' GALVANIZED CORRUGATED IRON (31 GAUGE)		EACH	
22	37"" x 8' GREEN ROOF		EACH	
23	37"" X 8' RED ROOF		EACH	
24	38"" X 8' RIB PANEL IRON		EACH	
25	37"" X 8' WHITE ROOF		EACH	
26	10' CORNER GREEN		EACH	
27	10' CORNER RED		EACH	
28	10' CORNER WHITE		EACH	
29	10'6"" EVE RED		EACH	
30	10'6"" EVE WHITE		EACH	
G.)	**MASONRY CEMENT**			
1	CONCRETE MIX (80 lbs.)		EACH	
2	SAND & CEMENT MIX (80 lbs.)		EACH	
3	MORTAR MIX (60lbs.)		EACH	
4	LIME 50# BAG (50lbs.)		EACH	
5	PORTLAND CEMENT (92.59 lbs)		EACH	
6	MASONRY CEMENT (70.55 lbs)		EACH	
7	WHITE PORTLAND CEMENT (92.59 lbs)		EACH	
8	WHITE MASONRY CEMENT (70.55 lbs)		EACH	
9	ALL-PURPOSE SAND-70# (70 lbs)		EACH	
H.)	**FIBER CEMENT**			
1	5/16 X 8 1/4 X 12' F/CMNT FACIA		EACH	
2	5/16 - 4 X 8 8" OC F/C CEMPLANK		EACH	
3	5/16 - 4 X 8 FIBER CEMENT STUCCO SIDING		EACH	
4	5/16 - 4 X 8 F/C CEMPLANK CEDARMILL		EACH	
5	12"" X 12' F/C CEMPLANK CLASSIC LAP SIDING		EACH	
6	8 1/4"" X 12' F/C CEMPLANK CLASSIC LAP SIDING		EACH	
7	8 1/4"" X 12' F/C HARDIPLANK COLONIAL LAP SIDING		EACH	
8	16" X 12' F/C CEDARMILL VENTED HARDISOFFIT		EACH	
9	3 1/2"" X 12' X 7/16"" F/C CEMTRIM		EACH	
10	7 1/4"" X 12' X 3/4"" F/C RUSTIC HARDIETRIM		EACH	
11	4 X 8 F/C CEMPLANK 8" O.C.		EACH	
12	4' X 8' X 5/16" F/C CEMPLANK CEDARMILL		EACH	
13	3 1/2" X 12' X 3/4" F/C RUSTIC HARDIETRIM		EACH	
14	5 1/2"" X 12' X 3/4"" F/C RUSTIC HARDIETRIM		EACH	
I.)	**NAILS**			
	FINISH NAILS			
1	16D EG FINISH		LB.	
2	3D EG FINISH		LB.	
3	8D BRIGHT FINISH		LB.	
4	4D EG FINISH		LB.	
5	3D BRIGHT FINISH		LB.	
6	4D BRIGHT FINISH		LB.	
7	16D BRIGHT FINISH		LB.	
8	6D BRIGHT FINISH		LB.	

9	6D HG FINISH		LB.	
10	8D EG FINISH		LB.	
	ROOFING NAILS			
11	LARGE TINCAPS		LB.	
12	1-1/2"" EG ROOFING NAILS		LB.	
13	1-1/4"" EG ROOFING NAILS		LB.	
14	1-3/4"" PLASTIC CAP NAIL		LB.	
15	1-3/4"" EG RS NEO ROOFING NAIL		LB.	
16	1"" EG ROOFING NAILS		LB.	
17	2"" EG ROOFING NAILS		LB.	
18	3/4"" GRIP CAP-PLASTIC ROOFING		LB.	
19	3/4"" EG ROOFING NAILS		LB.	
20	1-3/4"" BRT RS LEAD HEAD ROOFING		LB.	
21	1-3/4"" NEOPRENE WASHER ROOFING NAILS		LB.	
22	1 1/2"" THS FLU MASONRY		LB.	
23	12 X 1-1/2"" GALV HWH S/D W/NEO-WASHER		LB.	
24	12-14 X 2"" GALV HWH S/D W/NEO-WASHER		LB.	
25	2 1/2"" THS FLU MASONRY		LB.	
	SHEETROCK NAILS			
26	1 3/8"" SHEETROCK GALVANIZED NAILS		LB.	
	GALVANIZED NAILS			
27	16D HG BOX		LB.	
28	16D HG COMMON		LB.	
29	6D HG BOX		LB.	
30	6D HG COMMON		LB.	
31	8D HG BOX		LB.	
32	8D HG COMMON		LB.	
	REGULAR NAILS			
33	16D BRIGHT BOX		LB.	
34	16D BRIGHT COMMON		LB.	
35	30D BRIGHT COMMON		LB.	
36	60D BRIGHT COMMON		LB.	
37	6D BRIGHT BOX		LB.	
38	6D BRIGHT COMMON		LB.	
39	8D BRIGHT BOX		LB.	
40	8D BRIGHT COMMON		LB.	
41	8D DUPLEX NAILS		LB.	
42	10D COATED SINKER		LB.	
43	12D COATED SINKER		LB.	
44	16D BRIGHT DUPLEX NAILS		LB.	
45	16D COATED SINKER		LB.	
46	8D COATED SINKER		LB.	
J.)	**WEDGE ANCHOR**			
1	1/2 X 2-3/4"" WEDGE ANCHOR		EACH	
2	1/2 X 3-3/4"" WEDGE ANCHOR		EACH	
3	1/2 X 4-1/2"" WEDGE ANCHOR		EACH	
4	1/2 X 5-1/2"" WEDGE ANCHOR		EACH	
5	1/2 X 7"" WEDGE ANCHOR		EACH	
6	1/4 X 1-3/4"" WEDGE ANCHOR		EACH	
7	1/4 X 2-1/4"" WEDGE ANCHOR		EACH	
8	1/4 X 3-1/4"" WEDGE ANCHOR		EACH	
9	3/8 X 2-1/4"" WEDGE ANCHOR		EACH	
10	3/8 X 3"" WEDGE ANCHOR		EACH	

11	3/8 X 3-3/4"" WEDGE ANCHOR		EACH	
12	3/8 X 5"" WEDGE ANCHOR		EACH	
13	5/8 X 3-1/2"" WEDGE ANCHOR		EACH	
14	5/8 x 4 1/2"" WEDGE ANCHOR		EACH	
15	5/8 X 5"" WEDGE ANCHOR		EACH	
16	5/8 X 6"" WEDGE ANCHOR		EACH	
17	5/8 X 7"" WEDGE ANCHOR		EACH	
K.)	**SCREWS**			
	EXTERIOR SREWS			
1	1 1/4"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB		EACH	
2	1 1/4"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB		EACH	
3	1 5/8"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB		EACH	
4	1 5/8"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB		EACH	
5	1 5/8"" PRIMEGUARD TEN EXTERIOR SCREWS 5M		EACH	
6	1 5/8"" EXTERIOR SCREWS 25 LBS.		EACH	
7	2"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB		EACH	
8	2"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB		EACH	
9	2 1/2"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB		EACH	
10	2 1/2"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB		EACH	
11	3"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB		EACH	
12	3"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB		EACH	
13	3"" PRIMEGUARD TEN EXTERIOR SCREWS 2M (25 lbs)		EACH	
14	3 1/2"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB		EACH	
15	3 1/2"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB		EACH	
	DRYWALL SCREWS			
16	1-1/4"" COARSE THREAD DRYWALL SCREWS 25LB		EACH	
17	1-5/8"" COARSE THREAD DRYWALL SCREWS 25 lbs		EACH	
18	2"" COARSE THREAD DRYWALL SCREWS 25 lbs		EACH	
19	2-1/2"" COARSE THREAD DRYWALL SCREWS 25 lbs.		EACH	
20	3"" COARSE THREAD DRYWALL SCREWS 25 lbs		EACH	
21	1"" COARSE THREAD DRYWALL SCREWS 1LB		EACH	
22	1-1/8"" COARSE THREAD DRYWALL SCREWS 1LB		EACH	
23	1-1/4"" COARSE THREAD DRYWALL SCREWS 1LB		EACH	
24	1-5/8"" COARSE THREAD DRYWALL SCREWS 1LB		EACH	
25	2"" COARSE THREAD DRYWALL SCREWS 1LB		EACH	
26	2-1/2"" COARSE THREAD DRYWALL SCREWS 1LB		EACH	
27	3"" COARSE THREAD DRYWALL SCREWS 1LB		EACH	
28	1"" COARSE THREAD DRYWALL SCREWS 5LBS		EACH	
29	1-1/8"" COARSE THREAD DRYWALL SCREWS **5LB**		EACH	
30	1-1/4"" COARSE THREAD DRYWALL SCREWS 5LBS		EACH	
31	1-5/8"" COARSE THREAD DRYWALL SCREWS 5LBS		EACH	
32	2"" COARSE THREAD DRYWALL SCREWS 5LBS		EACH	
33	2-1/2"" COARSE THREAD DRYWALL SCREWS 5LB		EACH	
34	3" COARSE THREAD DRYWALL SCREWS 5LBS		EACH	
35	3-1/2"" COARSE THREAD DRYWALL SCREWS 5LBS		EACH	
36	3-1/2"" COARSE THREAD DRYWALL SCREWS 1LB		EACH	
L.)	**COMMERCIAL TILE**			
1	VCT-1/8"" 12"" X 12"" COMMERCIAL SHADOW BLUE 45SF		EACH	
2	VCT-1/8"" 12"" X 12"" COMMERCIAL COOL WHT 45SF		EACH	
3	VCT-1/8"" 12"" X 12"" COMMERCIAL TILE 45SF		EACH	
4	VCT-1/8"" 12"" X 12"" COMMERCIAL TILE 45SF		EACH	
5	VCT-1/8"" 12"" X 12"" COMMERCIAL TILE BLACK 45SF		EACH	
6	VCT-1/8"" 12"" X 12"" COMMERCIAL TILE WHITE 45SF		EACH	

7	VCT-1/8"" 12X12 COMMERCIAL SANDY BEACH 45SF		EACH	
8	VCT-1/8"" 12X12 COMMERCIAL IVORY 45SF		EACH	
9	VCT-1/8"" 12"" X 12"" COMMERCIAL CIQUE WHT 45SF		EACH	
10	VCT-1/8"" 12"" X 12"" COMMERCIAL JUBILIEE WHT 45SF		EACH	
11	VCT-1/8"" 12X12 COMMERCIAL IMPERIAL NOUGAT 45SF		EACH	
12	VCT-1/8"" 12X12 COMMERCIAL CHOCOLATE 45SF		EACH	
M.) INSULATION				
1	R13 X 15 INSULATION (88.12sq ft/bag)		EACH	
2	R13 X 23 INSULATION (120.11SQ FT/ROLL)		EACH	
3	R30 X 16 INSULATION (53.33SQ FT/ROLL)		EACH	
4	R30 X 24 INSULATION (80 SQ FT/ROLL)		EACH	
5	R11 X 15 INSULATION (88.12 SQ FT/ROLL)		EACH	
6	R11 X 15 INS MINI ROLL (50 SQ FT)		EACH	
7	R11 X 15 MINI-ROLL INSULATION(40sq ft/roll)		EACH	
8	R11 X 23 INSULATION (135.12 SQ FT/ROLL)		EACH	
9	R19 X 15 INSULATION(48.96 SQ FT/ROLL)		EACH	
10	R19 X 23 INSULATION(75.07 SQ FT/ROLL)		EACH	
N.) MOLDING				
	FJ MOLDING			
1	14' FJ 2 1/8 COLONIAL TRIM M-ACOL218FJ		EACH	
2	7' FJ 2 1/8 COLONIAL TRIM		EACH	
3	10' 2-1/8"" HW WEDGE CASE A		EACH	
4	14' 2-1/8" HW WEDGE CASE A		EACH	
5	7' 2-1/8" HW WEDGE CASE A		EACH	
	ASH / OAK MOLDING			
6	1 x 1 1/2-8' ASH RAIL		EACH	
7	1 X 2- 8 ASH RAIL		EACH	
8	1X 2 1/2-8' ASH RAIL		EACH	
9	1 X 3- 8' ASH RAIL		EACH	
10	1 X 4 -8 ASH RAIL		EACH	
11	1 X 6 -8 ASH RAIL		EACH	
12	1 X 8 - 8 ASH RAIL		EACH	
13	1 x 1 1/2-8' OAK RAIL		EACH	
14	1 X 2 - 8 OAK RAIL		EACH	
15	1 X 2 1/2 - 8 OAK RAIL		EACH	
16	1 X 3 - 8 OAK RAIL		EACH	
17	1 X 4 -8 OAK RAIL		EACH	
18	1 X 6 - 8 OAK RAIL		EACH	
19	1 X 8 -8 OAK RAIL		EACH	
20	ASH CORWN 4 1/4"" X 8'		EACH	
21	ASH CROWN 2 7/8"" X 8'		EACH	
22	ASH CROWN 1 5/8"" X 8'		EACH	
23	ASH PM6 3/4"" X 8'		EACH	
24	ASH FLUTED 5 1/4"" X 8'		EACH	
25	ASH FLUTED 3 1/2"" X 8'		EACH	
26	ASH LIP 1 5/8"" X 8'		EACH	
27	ASH LIP 1 1/4"" X 8'		EACH	
28	ASH 8' DOOR STOP		EACH	
29	ASH O/CORNER 3/4"" X 8'		EACH	
30	ASH CORE 3/4"" X 8'		EACH	
31	ASH RAIL 2" X 8'		EACH	
32	ASH RAIL 2 1/2"" X 8'		EACH	
33	ASH RAIL 3" X 8'		EACH	

34	ASH PM7 X 8'		EACH	
35	ASH O/CORNER 1"" X 8'		EACH	
36	ASH BASE 3 1/2" X 8'		EACH	
37	ASH BASE 2 1/2" X 8'		EACH	
38	ASH RAIL 1 1/2" X 8'		EACH	
39	TM40 7' 2 1/4 ASH COL CASE		EACH	
40	ASH PM1 X 8'		EACH	
41	8' X 3/4 ASH SCREEN 45" MOULDING		EACH	
42	ASH CH/RAIL 5 1/4"" X 8'		EACH	
43	ASH 8' X 3/4 QT RND MOULDING		EACH	
44	ASH CH/MOULD 3 1/2"" X 8'		EACH	
45	4 1/8 X 8' ASH DENTIL CROWN		EACH	
46	4 1/8 X 8' ASH ROPE CROWN MOULDING		EACH	
47	3/4 X 8' ASH ROPE MOULDING		EACH	
48	3/4 X 8'ASH DENTIL MOULDING		EACH	
49	4 1/8 X 8' ASH CROWN		EACH	
50	3 1/4 X 8' ASH ROPE CROWN MOULDING		EACH	
O.)	**STAIN / GLOSS**			
1	GAL. CHERRY 116		EACH	
2	GAL. DK. MAHOGANY 118		EACH	
3	GAL. SALEM MAPLE 110		EACH	
4	1GL COLONIAL PINE STAIN		EACH	
5	QUICK DRY ZAR GAL. 20413		EACH	
6	GAL. MODERN WALNUT 115		EACH	
7	GAL. WALNUT 111		EACH	
8	GAL. FRUITWOOD 113		EACH	
9	OIL-BASED WOOD 114 PROV 1GAL		EACH	
10	GAL. MODERN WALNUT 115		EACH	
11	HONEY MAPLE 1GL		EACH	
12	GAL MOCHA WOOD STAIN 11913		EACH	
13	GAL TEAK NATURAL 120		EACH	
14	WOOD STAIN 123 MOORISH TEAK		EACH	
15	WOOD STAIN 124 ROSEWOOD		EACH	
16	WOOD STAIN EARLY AMERICAN		EACH	
17	WOOD STAIN AGED VARNISH		EACH	
18	1GL WOOD STAIN DRIFTWOOD		EACH	
19	WHITE OAK 1GL		EACH	
20	GAL. SPANISH OAK 138		EACH	
21	GAL. COUNTRY WHITE 13913		EACH	
22	GAL MERLOT WOOD STAIN 14013		EACH	
23	GAL BLACK ONYX BLACK 12113		EACH	
24	GAL ZAR ULTRA MAX OMU GLOSS		EACH	
25	ZAR ULTRA MAX SATIN GL. 36213		EACH	
26	ULTRA SEMI-GLOSS ZAR 33013		EACH	
27	ULTRA CLEAR GLOSS (1GAL) 32813		EACH	
28	(DP58157) INTERIOR/EXTERIOR CLEAR BASE ALKYD GLOSS		EACH	
29	(DP58101) 1 GAL. INTERIOR/EXTERIOR WHITE ALKYD GLOSS		EACH	
30	(DP58103) 1 GAL. INTERIOR/EXTERIOR BLACK ALKYD GLOSS		EACH	
31	(DP58106) 1 GAL. INTERIOR/EXTERIOR SAFETY RED ALKYD GLO		EACH	
32	(DP58149) INTERIOR/EXTERIOR HIGH HIDE BASE ALKYD GLOSS		EACH	
33	(DP58153) 1 GAL. INTERIOR/EXTERIOR DEEP BASE ALKYD GLOS		EACH	
34	(DP58155) INTERIOR/EXTERIOR ULTRA DEEP BASE ALKYD GLOS		EACH	
35	ZAR WOOD PATCH OAK PT 31041		EACH	

36	ZAR WOOD PATCH 1/2PT 30906		EACH	
37	ZAR WOOD PATCH 1PT. 30911		EACH	
38	QT ZAR NEUTRAL WOOD PATCH 30912		EACH	
39	QT. RED OAK WOOD PATCH 31012		EACH	
P.)	**PAINT / PRIMER**			
1	(DR23649) 1 GAL. INTERIOR/EXTERIOR - WHITE BASE		EACH	
2	(DR23649) 5 GAL. INTERIOR/EXTERIOR - WHITE BASE		EACH	
3	(DP27118) BAR-OX SHOP & FIELD ALKYD METAL PRIMER RED O		EACH	
4	(DRN54301) 5GAL PRIMER DRYWALL		EACH	
5	PRIMER KILZ 2 LATEX 5GL		EACH	
6	PRIMER KILZ 2 LATEX GL		EACH	
Q.)	**PAINT THINNER / REMOVER**			
1	PAINT THINNER IN PLASTIC CAN		EACH	
2	QT SEMI-PASTE PAINT REMOVER		EACH	
3	GAL SEMI-PASTE PAINT REMOVER		EACH	
4	QT CREAMY PAINT STRIPPER		EACH	
5	GAL CREAMY PAINT STRIPPER		EACH	
6	QT ACETONE THINNER		EACH	
7	GAL ACETONE THINNER		EACH	
8	XYLOL SOLVENT/TOLUENE SUB QT		EACH	
9	GAL XYLOL SOLVENT/TOLUENE SUB		EACH	
10	DENATURED ALCOHOL THINNER		EACH	
11	DENATURED ALCOHOL THINNER		EACH	
12	QT VMP NAPHTHA THINNER		EACH	
13	GAL VMP NAPHTHA THINNER		EACH	
14	QT GUM TURPENTINE		EACH	
15	GUM TURPENTINE GAL		EACH	
16	QUART MEK THINNER		EACH	
17	18OZ INT/EXT PAINT STRIPPER		EACH	
18	SEMI-PASTE ADHESIVE REMOVER		EACH	
19	18OZ. GRAFFITI REMOVER EGA166		EACH	
20	GRAFITTI REMOVER CAN		EACH	
21	QT LACQUER THINNER		EACH	
22	GAL LACQUER THINNER		EACH	
23	QT SPRAYABLE PAINT REMOVER		EACH	
24	GAL PAINT REMOVER SPRAY		EACH	
25	PHOSPHORIC PREP & ETCH GALLON		EACH	
26	MINERAL SPIRITS QUART ODORLESS		EACH	
27	MINERAL SPIRITS ODORLESS		EACH	
R.)	**PAINT BRUSHES & ACCESSORIES**			
1	RC142 1/4"" NAP		EACH	
2	RC143 3/8"" NAP		EACH	
3	RC144 1/2"" NAP		EACH	
4	RC145 3/4 NAP		EACH	
5	RC146 1"" NAP		EACH	
6	RC147 1 1/4"" NAP		EACH	
7	1/2"" CHIP BRUSH WHITE BRISTLE		EACH	
8	1" CHIP BRUSH WHITE BRISTLE		EACH	
9	1.5 CHIP BRUSH WHITE CHINA		EACH	
10	2"" CHIP BRUSH WHITE CHINA		EACH	
11	2.5 CHIP BRUSH WHITE CHINA		EACH	
12	3"" CHIP BRUSH WHITE CHINA		EACH	
13	4"" CHIP PAINT BRUSH		EACH	

14	3"" POLY BLEND BRUSH		EACH	
15	1-1/2 POLY BLEND BRUSH		EACH	
16	2"" POLY BLEND BRUSH		EACH	
17	2-1/2"" ALL PAINTS BRUSH		EACH	
18	4" POLY BLEND BRUSH		EACH	
19	1-1/2 2160 POLY BLEND BRUSH		EACH	
20	2" 2160 POLY BLEND BRUSH		EACH	
21	2-12"" 2160 POLY BLEND BRUSH		EACH	
22	3IN SASH BRUSH ANGULAR		EACH	
23	1"" 2163 POLY BLEND BRUSH		EACH	
24	2"" 2168 POLY BLEND BRUSH		EACH	
25	3" 3/16 WAP ROLLER		EACH	
26	11" MINI ROLLER		EACH	
27	RC100 3/16" NAP ROLLER		EACH	
28	MR100 4"" FABRIC 2PK REFILL		EACH	
29	6"" TWIN PACK FABRIC		EACH	
30	SHOE HANDLE WIRE BRUSH 300		EACH	
31	300SC CP WIRE BRUSH		EACH	
32	3"" MINI ROLLER & TRAY SET RS300		EACH	
33	MR300 4"" FABRIC REFILL		EACH	
34	3"" TRIM ROLLER W/FRAME		EACH	
35	4"" 2PACK PAINT ROLLER COVER MR300-2		EACH	
36	6"" 2PACK PAINT ROLLER COVER (WHITE) MR300-2		EACH	
S.)	**ADHESIVES**			
1	GAL MURIATIC ACID		EACH	
2	CARP. WOOD GLUE 4FL. OZ		EACH	
3	CARP. WOOD GLUE 8FL. OZ		EACH	
4	CARP. WOOD GLUE 16FL. OZ		EACH	
5	CARP. WOOD GLUE QT.		EACH	
6	CARP. WOOD GLUE GAL.		EACH	
7	CONCRETE BONDER QT. BOTTLE		EACH	
8	PROJECTS CONSTRUCTION ADHESIVE 10oz (LIQUID NAILS)		EACH	
9	10.5OZ PAN&MOL ADHESIVE		EACH	
10	HEAVY DUTY ADHESIVE 10oz (LIQUID NAILS)		EACH	
11	WHITE 100% SILICONE 0816		EACH	
12	CAULKING GUN, 1/10 RATCHET		EACH	
13	SERIES 6000 1/10 SMOOTH CAULKING GUN		EACH	
14	SERIES 6004P 1/10 SMOOTH ROTATING BARREL CAULKING GU		EACH	
15	10.1OZ GP WHITE ACRYLIC CAULK 0736		EACH	
16	5GL GALV. BUCKET GRID		EACH	
17	ORDERLESS CONTACT CEMENT (LIFETIME)		1 GAL.	
18	500 CONTACT CEMENT		1 GAL.	
T.)	**SANDPAPER**			
1	WET OR DRY TRI-M-ITE		EACH	
2	3M GARNET PAPER COAT 220A		EACH	
3	WET OR DRY TRI-M-ITE		EACH	
4	9"" X 11"" SHEET GARNET PAPER 180A		EACH	
5	WET OR DRY TRI-M-ITE A&C		EACH	
6	110N SANDPAPER		EACH	
7	WET & DRY SANDPAPER		EACH	
8	3M GARNET PAPER 9 X 11 120C		EACH	
9	9 X 11"" SHEET WET OR DRY		EACH	
10	3M GARNET PAPER OPEN COAT 100C		EACH	

11	GARNET PAPER 9 X 11 80D		EACH	
12	3M GARNET PAPER OPEN COAT 50C		EACH	
U.)	**SHEETROCK & ACCESSORIES**			
	SHEETROCK			
1	4 X 8 1/2"" SHEETROCK		EACH	
2	4 X 8 1/2"" MOIST RESISTANT SHEETROCK		EACH	
3	4 X 8 1/2"" IMPORT SHEETROCK		EACH	
4	4 X 8 1/4"" SHEETROCK		EACH	
5	4 X 8 3/8"" SHEETROCK		EACH	
6	4 X 8 5/8"" FIRE CODE SHEETROCK		EACH	
	ACCESSORIES			
7	48LB/BOX JOINT COMPOUND / READY MIX		EACH	
8	MURCO M-700 3 3/4GAL/BOX READY MIX / JOINT COMPOUND		EACH	
9	3.5GAL/BOX LIGHTWEIGHT JOINT COMPOUND / READY MIX		EACH	
10	GAL LIGHT SPACKLING COMPOUND		EACH	
11	1/2 PINT ONE TIME SPACKLING		EACH	
12	1 QUART ONE TIME SPACKLING		EACH	
13	1 PINT ONE TIME SPACKLING		EACH	
14	PLAST DRYWALL POLE SANDER		EACH	
15	SPRAY TEXTURE 20OZ.		EACH	
16	20OZ SPRAY KNOCKDOWN		EACH	
17	16OZ CAN ACOUSTIC TEXTURE		EACH	
18	#4092 WATERBASE SPR/TEXT 10OZ		EACH	
19	POPCORN CEILING TEXTURE 14OZ		EACH	
20	HOMAX WALL TEXTURE OIL BASED 25OZ		EACH	
21	HOMAX WALL TEXTURE WATER BASED 25OZ		EACH	
22	TRIPLE EXP FOAM 12OZ.		EACH	
23	STANDARD PLASTIC DROP SHEET 9' X 12'		EACH	
24	COMMERCIAL DOOR HANDLES (CLOSET, HALL, ENTRY,ADA)		EACH	
V.)	**LAMINATING COUNTER TOPS (Formica)**			
1	4X8 ANTIQUE ROCA LAMINATE SHEET 4836-38		EACH	
2	4X8 BLACK MATTE LAMINATE SHEET 45514-01		EACH	
3	4X8 BLACKSTAR GRANITE LAMINATE SHEET 45514-01		EACH	
4	4X8 BRONZED FUSION LAMINATE 1796K-07		EACH	
5	4X8 MILANO BROWN LAMINATE SHEET 4725K-52		EACH	
6	4X8 MILANO BLAZE LAMINATE SHEET 4890K-52		EACH	
7	4X8 MADURA GARNET LAMINATE SHEET 4921K-52		EACH	
8	4X8 MADURA PEARL LAMINATE SHEET 4922K-52		EACH	
9	4X8 TRUSS MAPLE LAMINATE SHEET 7972K-12		EACH	
10	4X8 TUMBLED ROCA LAMINATE SHEET 4835-38		EACH	
11	4X8 FROSTY WHITE LAMINATE SHEET		EACH	
12	4X8 WILD CHERRY LAMINATE SHEET 7054-60		EACH	
W.)	**CEILING TILE**			
1	# 949 CEILING TILE 2X2 64 SQ. FT.		EACH	
2	# 942 CEILING TILE 2X4 64 SQ. FT.		EACH	
3	#7055 12' WALL ANGLE 3/4"		EACH	
X.)	**Roofing Materials**			
	GACODECK or equivalent			
1	GACODECK KIT- OYSTER W/FILLER		3.5 GAL	
2	GACODECK KIT- PEWTER W/FILLER		3.5 GAL	
3	GACODECK KIT- SHALE W/FILLER		3.5 GAL	
4	GACODECK KIT- ADOBE W/FILLER		3.5 GAL	
5	GACODECK KIT- SEDONA W/FILLER		3.5 GAL	

6	GACODECK KIT- DESERT W/FILLER		3.5 GAL	
7	GACODECK KIT TOP COAT - OYSTER		GALLON	
8	GACODECK KIT TOP COAT - OYSTER		5 GALLON	
9	GACODECK KIT TOP COAT - PEWTER		GALLON	
10	GACODECK KIT TOP COAT - PEWTER		5 GALLON	
11	GACODECK KIT TOP COAT - SHALE		GALLON	
12	GACODECK KIT TOP COAT - SHALE		5 GALLON	
13	GACODECK KIT TOP COAT - ADOBE		GALLON	
14	GACODECK KIT TOP COAT - ADOBE		5 GALLON	
15	GACODECK KIT TOP COAT - SEDONA		GALLON	
16	GACODECK KIT TOP COAT - SEDONA		5 GALLON	
17	GACODECK KIT TOP COAT - DESERT		GALLON	
18	GACODECK KIT TOP COAT - DESERT		5 GALLON	
19	GACODECK PRIMER (GALLON)		GALLON	
20	GACOGRIP TEXTURE GRANULES		16 OZ	
21	GACOGRIP TEXTURE GRANULES		50 LBS	
22	GACODECK TAPE		"X120' ROL	
23	GACODECK FILL		10 OZ	
	GACOROOF or equivalent			
24	GACOROOF SILICONE ROOF CTG - WHITE		GALLON	
25	GACOROOF SILICONE ROOF CTG - WHITE		5 GALLON	
26	GACOROOF SILICONE ROOF CTG - GRAY		GALLON	
27	GACOROOF SILICONE ROOF CTG - GRAY		5 GALLON	
28	GACOROOF SILICONE ROOF CTG - GREEN		5 GALLON	
29	GACOROOF SILICONE ROOF CTG -LIGHT TAN		5 GALLON	
30	GACOROOF SILICONE ROOF CTG - RUSTIC		5 GALLON	
31	GACOROOF SILICONE ROOF CTG - MEDIUM BLUE		5 GALLON	
32	GACOROOF SILICONE ROOF CTG -BLACK		5 GALLON	
33	GACOROOF SILICONE ROOF CTG - BROWN		5 GALLON	
34	GACOROOF SILICONE ROOF CTG - RED		5 GALLON	
35	LIQUID ROOF TAPE		GALLON	
36	LIQUID ROOF TAPE		5 GALLON	
37	GACOROOF TEST KIT - 4 OZ.		4 OZ.	
38	GACOROOF COLORANT - BLACK		PINT - 8 OZ.	
39	GACOROOF COLORANT - MOJAVE		PINT -16 OZ	
40	GACOROOF TAPE (SELF ADHESIVE)		" X 50' ROL	
	COMPLIANT			
41	GACOROOF SILICONE ROOF CTG- WHITE		GALLON	
42	GACOROOF SILICONE ROOF CTG- WHITE		5 GALLON	
43	GACOROOF SILICONE ROOF CTG- GRAY		GALLON	
44	GACOROOF SILICONE ROOF CTG- GRAY		5 GALLON	
45	GACOROOF SILICONE ROOF CTG- GREEN		5 GALLON	
46	SILICONE SOLVENT VOC COMPLIANT		5 GALLON	
	S20 SERIES or equivalent			
47	2- PART EPOXY PRIMER/FILLER KIT		GALLON KI	
48	2- PART EPOXY PRIMER/FILLER KIT PART A		5 GALLON	
49	2- PART EPOXY PRIMER/FILLER KIT PART B		5 GALLON	
50	WALKPAD SOLVENT-FREE SILICONE WALKWAY		5 GALLON	
51	WALKPAD GRANULES (1.5LB JAR)		1.5 LB. JAR	
52	SILICONE SOLVENT (GALLON)		GALLON	
53	SILICONE SOLVENT (5 GALLON)		5 GALLON	
54	GACOWASH CONCENTRATED CLEANRE (QUART)		QUART	
55	GACOWASH CONCENRATED CLEANER (GALLON)		GALLON	

56	GACOWASH CONCENTRATED CLEANER (5 GALLON)		5 GALLON	
57	66S REINFORCING PLYESTER MESH 4 X 300'"		" X 300' ROL	
58	66S REINFORCING POLYESTER MESH 6 X 300'"		" X 300' ROL	
59	WHITE - SOLVENT FREE 100% SILICONE COATING		5 GALLON	
60	WHITE - SOLVENT FREE 100% SILICONE COATING		55 GALLON	
61	GRAY - SOLVENT FREE 100% SILICONE COATING		5 GALLON	
62	GRAY - SOLVENT FREE 100% SILICONE COATING		55 GALLON	
63	TAN - SOLVENT FREE 100% SILICONE COATING		5 GALLON	
64	TAN - SOLVENT FREE 100% SILICONE COATING		55 GALLON	
65	SEAMSEAL SOLVENT- FREE SILICONE SOLVENT		GALLON	
66	SEAMSEAL SOLVENT- FREE SILICONE SOLVENT		5 GALLON	
67	GACOFLASH FOAM 3 LB. SPRAYED POLYURETHANE FOAM		41 LB. KIT	
	GACOFLEX COMMERCIAL or equivalent			
68	GACOCRETE		GALLON	
69	GACOCRETE (5 GALLON)		5 GALLON	
70	WATERBASED WHITE ACRYLIC		5 GALLON	
71	WATERBASED WHITE ACRYLIC		55 gal. drum	
72	WATERBASED GRAY ACRYLIC		5 GALLON	
73	WATERBASED GRAY ACRYLIC -		55 gal. drum	
74	OYSTER ACRYLIC COATING (VOC COMPLIANT)		GALLON	
75	OYSTER ACRYLIC COATING (VOC COMPLIANT) (5 GALLON)		5 GALLON	
76	PEWTER ACRYLIC COATING (VOC COMPLIANT) (GALLON)		GALLON	
77	PEWTER ACRYLIC COATING (VOC COMPLIANT) (5 GALLON)		5 GALLON	
78	SHALE ACRYLIC COATING (VOC COMPLIANT) (GALLON)		GALLON	
79	SHALE ACRYLIC COATING (VOC COMPLIANT) (5 GALLON)		5 GALLON	
80	ADOBE ACRYLIC COATING (VOC COMPLAINT) (GALLON)		GALLON	
81	ADOBE ACRYLIC COATING (VOC COMPLIANT) (5 GALLON)		5 GALLON	
82	BLACK ACRYLIC PRIME (5 GALLON)		5 GALLON	
83	BLACK ACRYLIC PRIME (55 GALLON DRUM)		55 GALLON	
84	100% SOLIDS 2-PART EPOXY PRIMER PT A (GALLON)		GALLON	
85	100% SOLIDS 2-PART EPOXY PRIMER PT B		QUART	
86	URETHANE W/PFG MEMBRANE KIT A+B HORIZONTAL (GALLON		GALLON	
87	URETHANE W/PFG MEMBRANE KIT A+B HORIZONTAL (5 GALLO		5 GALLON	
88	URETHANE W/PFG MEMBRANE KIT A+B VERTICAL (GALLON)		GALLON	
89	URETHANE W/PFG MEMBRANE KIT A+B VERTICAL (5 GALLON)		5 GALLON	
90	URETHANE MEMBERANE PT B - 8OZ JAR		8 OZ. JAR	
91	URETHANE MEMBERANE PT B - QUART CAN		QUART	
92	ALUM NEOPRENE COATING (5 GALLON)		5 GALLON	
93	THINNER & CLEANER (GALLON)		GALLON	
94	THINNER & CLEANER (5 GALLON)		5 GALLON	
95	URETHANE COATING THINNER (GALLON)		GALLON	
96	URETHANE COATING THINNER (5 GALLON)		5 GALLON	
97	URETHANE COATING TROWEL THINNER (GALLON)		GALLON	
98	URETHANE COATING TROWEL THINNER (5 GALLON)		5 GALLON	
99	URETHANE COATING ACCELERATOR (4OZ JAR)		4 OZ. JAR	
100	URETHANE PRIMER-SEALER (GALLON)		GALLON	
101	URETHANE PRIMER-SEALER (5 GALLON)		5 GALLON	
102	PEWTER URETHANE CTG POLY SIDE (GALLON)		GALLON	
103	PEWTER URETHANE CTG POLY SIDE (5 GALLON)		5 GALLON	
104	OYSTER AROMATIC URE POLY SIDE (GALLON)		GALLON	
105	OYSTER AROMATIC URE POLY SIDE (5 GALLON)		5 GALLON	
106	OUSTER AROMATIC URE POLY SIDE VOC COMPLIANT (GALLON)		GALLON	
107	OYSTER AROMATIC URE POLY SIDE VOC COMPLIANT (5 GALLO		5 GALLON	

108	PEWTER AROMATIC URE POLY SIDE (GALLON)		GALLON	
109	PEWTER AROMATIC URE POLY SIDE (5 GALLON)		5 GALLON	
110	SHALE AROMATIC URE POLY SIDE (GALLON)		GALLON	
111	SHALE AROMATIC URE POLY SIDE (5 GALLON)		5 GALLON	
112	ADOBE AROMATIC URE POLY SIDE (GALLON)		GALLON	
113	ADOBE AROMATIC URE POLY SIDE VOC COMPLIANT (GALLON)		GALLON	
114	URETHANE COATING ISO SIDE (GALLON)		GALLON	
115	URETHANE COATING ISO SIDE (5 GALLON)		5 GALLON	
116	URETHANE ALIPHATIC - POLY (GALLON)		GALLON	
117	URETHANE ALIPHATIC - POLY (5 GALLON)		5 GALLON	
118	URETHANE ALIPHATIC - ISO (GALLON)		GALLON	
119	URETHANE ALIPHATIC - ISO (5 GALLON)		5 GALLON	
120	REGULAR URE BASE CTG POLY SIDE (GALLON)		GALLON	
121	REGULAR URE BASE CTG POLY SIDE (5 GALLON)		5 GALLON	
122	URE BASE CTG ISO SIDE (GALLON)		GALLON	
123	URE BASE CTG ISO SIDE (5 GALLON)		5 GALLON	
124	SHELFIL GRANULES 18/40 (50LB BAG)		BAG	
125	SHELFIL GRANULES 12/20 (50LB BAG)		BAG	
126	SHELFIL GRANULES 40/60 (50LB BAG)		BAG	
127	POLYESTER SPUNBOUNDED TAPE 4 X 300'"		ROLL	
128	POLYESTER SPUNBOUNDED TAPE 6 X 300'"		ROLL	
129	POLYESTER MAT 36 X 360'"		ROLL	
130	1/4 SCRIM MESH 48" X 100'"		ROLL	
	COMPLIANT			
131	PEWTER URETHANE CTG POLY SIDE VOC COMPLIANT (GALLON		GALLON	
132	PEWTER URETHANE CTG POLY SIDE VOC COMPLIANT (5 GALLO		5 GALLON	
133	URETHANE CTG ISO SIDE VOC COMPLIANT (GALLON)		GALLON	
134	URETHANE CTG ISO SIDE VOC COMPLIANT (5 GALLON)		5 GALLON	
135	OYSTER AROMATIC URE POLY SIDE (VOC COMPLIANT)		GALLON	
136	OYSTER AROMATIC URE POLY SIDE (VOC COMPLIANT)		5 GALLON	
137	PEWTER AROMATIC URE POLY SIDE VOC COMPLIANT (GALLON		GALLON	
138	PEWTER AROMATIC URE POLY SIDE VOC COMPLIANT (5 GALLO		5 GALLON	
139	SHALE AROMATIC URE POLY SIDE VOC COMPLIANT (GALLON)		GALLON	
140	SHALE AROMATIC URE POLY SIDE VOC COMPLIANT (5 GALLON)		5 GALLON	
141	ADOBE AROMATIC URE POLY SIDE (5 GALLON)		1 GALLON	
142	ADOBE AROMATIC URE POLY SIDE VOC COMPLIANT (5 GALLON		5 GALLON	
143	URETHANE COATING ISO SIDE VOC COMPLIANT (GALLON)		GALLON	
144	URETHANE COATING ISO SIDE VOC COMPLIANT (5 GALLON)		5 GALLON	
145	REGULAR URE BASE CTG POLY SIDE VOC COMPLIANT (GALLON)		GALLON	
146	REGULAR URE BASE CTG POLY SIDE VOC COMPLIANT (5 GALLO		5 GALLON	
147	URE BASE CTG ISO SIDE VOC COMPLIANT (GALLON)		GALLON	
148	URE BASE CG ISO SIDE VOC COMPLIANT (5 GALLON)		5 GALLON	
149	BLK UNCURED NEOPRENE SHEET 6 X 100'"		ROLL	
150	BLK UNCURED NEOPRENE SHEET 9 X 100" "		ROLL	
151	BLK UNCURED NEOPRENE SHEET 12 X 100'"		ROLL	
152	BLK UNCURED NEOPRENE SHEET 18 X 100'"		ROLL	
153	BLK UNCURED NEOPRENE SHEET 24 X 100'"		ROLL	
154	BLK UNCURED NEOPRENE SHEET 30 X 100'"		ROLL	
155	BLK UNCURED NEOPRENE SHEET 36 X 100'"		ROLL	
156	BLK UNCURED NEOPRENE SHEET 48 X 100'"		ROLL	
157	NEOPRENE ADHESIVE VOC COMPLIANT (GALLON)		GALLON	
158	NEOPRENE ADHESIVE VOC COMPLIANT (5 GALLON)		5 GALLON	

***Internal Note: NIGP Commodity Code: 150 (various) Building Supplies - 540 (various) Lumber

Hidalgo County will recieve _____% off the price list, for any special order



Appendix C

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and/or Services
(Other than Professional Services)

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

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar ($500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.

2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, 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 provide d to County hereunder.

3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;

4. **Workers Compensation Insurance**: 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. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.

- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
- *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

Additional Insurance Requirements:

a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
c. **Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

d. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
e. 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.
f. 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 of 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.
g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
i. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
m. Bidder shall make any other insurance documentation available to County upon request.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

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

CERTIFICATE HOLDER	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 ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

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

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

Appendix D

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Appendix E

VENDOR ENROLLMENT SOLUTION and
HUB DECLARATION

VENDOR ENROLLMENT SOLUTION

The Vendor Registration Form has been automated and will only be accepted through online submission. The Vendor Registration Form can be found on the Hidalgo County website: https://www.hidalgocounty.us, Home > Departments > Purchasing > Potential Vendors, or by using the link: https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe.

ConsiderMe

A Vendor Enrollment Solution



Register ➡ Get Listed ➡ Be Considered

Upon submission, you will receive an automatic confirmation email response advising your form has been successfully submitted. All submissions are reviewed by the Purchasing Department in the order they are received. Upon review and verification, approved vendors will be will be placed on our Potential Vendors List. Any incomplete submissions will be rejected and returned to the vendor to correct.

If you have any questions regarding the Vendor Registration Form please call the Purchasing Department at (956) 318-2626 or email us at vendor.application@co.hidalgo.tx.us.

For new Vendors:
As part of your procurement packet response, a copy of the confirmation email received is required.

For Current Vendors:
If your Company is a current active Vendor doing business with Hidalgo County, please submit this page and provide your Vendor Number below:

Vendor No.: _____

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

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:



Appendix F

CERTIFICATION REGARDING DEBARMENT

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.

Appendix G

TITLE VI APPENDICES “A”-“E”

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 of49 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 of1970, (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 of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).



Appendix H

REQUIRED CONTRACT CLAUSES FOR CONTRACTS UNDER FEDERAL AWARD

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. **Remedies.**

   a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

   b. Standard. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

   c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience**.

a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

c. Statement. *Termination*. County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

(1) *Federally Assisted Construction Contract*. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work*. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. **Davis Bacon Act and Copeland Anti-Kickback Act**.

   a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program**.

   b. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

   In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

   The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

   In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. **Contract Work Hours and Safety Standards Act**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. **Rights to Inventions Made Under a Contract or Agreement**.

a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant

Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of "funding agreement."

b. Standard. If the FEMA or Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act**.

a. Applicability and Standard: Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Statement: Included in contracts as provided in section "7a" above.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
(2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
(3) The contract is for Federally-required audit services.
(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of $25,000.

c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state City serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. **Byrd Anti-Lobbying Amendment**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contractor, _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

10. **Procurement of Recovered Materials**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(3) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

"The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

12. **Access to Records**.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Concord, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

13. **DHS Seal, Logo, and Flags**.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

> "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval."

14. **Compliance with Federal Law, Regulations, and Executive Orders**.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

> "This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

15. **No Obligation by Federal Government**.

a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

> "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

16. **Program Fraud and False or Fraudulent Statements or Related Acts**.

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

> "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Appendix I

FHWA 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



Appendix J

RESPONDENT'S AFFIDAVIT

Exhibit "J"

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires: _____, 20____



Appendix K

DRAFT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT
C-21-0732-XX-XX

THIS AGREEMENT (the "Agreement") is entered into effective the ____ **day of** _____ **2021**, by and between _____, ("Seller" or "Company") and **COUNTY OF HIDALGO** ("County").

WHEREAS, County has solicited bids for the supply of required **"Purchase of Building Materials,"** for Hidalgo County (on an as needed basis) **(the "Products"),** as further described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB"); and

WHEREAS, Seller has submitted a bid to supply County's requirements in accordance with the specifications as bid, a copy of Seller's Bid being attached hereto as Exhibit "B", and incorporated herein for all purposes; and

WHEREAS, County has determined that Seller has submitted the lowest and best bid to meet County's requirements for the Products, as herein after described.

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

1. **Term.** County agrees to purchase from Seller, and Seller agrees to sell and deliver to County, all of the Products listed on Exhibit "B" that County may require for use by County in Hidalgo County projects. The term of this agreement shall be for a period of **six (6) months** commencing **November XX, 2021** and ending **May XX, 2022**, and may be extended at the County's sole discretion for an additional **six (6) month** term at the same rates, terms and conditions, 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. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

2. **Product Delivery.** When County 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 Seller FOB to the location in Hidalgo County specified by County in its Purchase Order.

3. **Consideration**. County 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 County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch.

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2251.

4. **License**. As a condition of this Agreement, Seller shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the Services. Seller further represents that it is qualified to perform and execute the services described above. If such license is suspended or revoked, this Contract shall automatically be terminated and Seller shall immediately notify County.

5. **Equipment**: Seller shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Seller to perform the Services shall contain all equipment required by any authority to operate on streets and roads. All persons in the employ of Seller who operate trucks, vehicles or other equipment to perform Services shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks, vehicles or other equipment in providing the Services.

6. **Independent Contractor**. Seller must comply with all applicable laws and regulations of the State of Texas, and County policies. Notwithstanding the foregoing sentence, Seller represents and maintains that Seller is an independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Seller does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Seller agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Seller will incur no financial obligation on behalf of the County without prior written approval of the County. Seller will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

7. **Termination**. County may terminate this agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

8. Indemnification: Seller will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Seller's or that of any person providing services hereunder through or for the Seller. Upon written notice from the County, the Seller will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Seller will carry proper insurance with the County as an additional named insured.

9. **General Provisions**.

a. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to

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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 County 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. 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.

d. 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 County: Hidalgo County
Attention: County Judge
100 E. Closner, 2nd Floor
Edinburg, Texas 78539

If to Seller: **Company Name:**
Attention:
Address
City, State, Zip Code

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.

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

f. 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.

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

h. **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.

i. **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.

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

k. **Insurance**: Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft and loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See **Exhibit "C"** attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

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 County under this Contract, County may terminate this Contract upon sixty (60) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not

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appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

m. 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 an agreement in writing executed by County and Company, and not otherwise.

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

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

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

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

p. Nondiscrimination: Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non- federally funded program or activity when providing any services described herein under

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this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

q. **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.

r. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

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

County: HIDALGO COUNTY

By: _____
Hon. Richard F. Cortez, County Judge

ATTEST:

_____
Hon. Arturo Guajardo, Jr., County Clerk

Company: VENDOR'S NAME

By: _____
Printed Name: _____
Title: _____

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney

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EXHIBIT "A"
Request for Bid (RFB)
Procurement Packet

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EXHIBIT "B"
BID PAGE

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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Appendix L

DEFICIENCIES and DEVIATIONS FORM

DEFICIENCIES AND DEVIATIONS FORM

This form must be included in your submission. If Not Applicable, write "N/A" and include in your response.

The Respondent is to list ALL deficiencies and deviations from the Requirements or Specifications as outlined in this procurement packet. Unless specifically listed below, the response will be considered to be in FULL compliance with the procurement packet as released by Hidalgo County Purchasing Department. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requires of this procurement packet stipulated must be fulfilled at no additional expense to Hidalgo County.

Vendor Name: _____

If necessary, please use additional sheets.



Appendix M

REFERENCE FORM

REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-Mail: _____

Project Information:

Name of Project: _____

Scope of Work: _____

_____

_____

Contract Period: From _____ to _____

Cost: Projected $_____ Actual $_____

Timeframe (include unit measure) Projected _____ Actual _____

Status as of _____ (circle one): complete in progress canceled.
Date

Reference Two

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-Mail: _____

Project Information:

Name of Project: _____

Scope of Work: _____

_____

_____

Contract Period: From _____ to _____

Cost: Projected $_____ Actual $_____

Timeframe (include unit measure) Projected _____ Actual _____

Status as of _____ (circle one): complete in progress canceled.
Date

Reference Three

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-Mail: _____

Project Information:

Name of Project: _____

Scope of Work: _____

_____

_____

Contract Period: From _____ to _____

Cost: Projected $_____ Actual $_____

Timeframe (include unit measure) Projected _____ Actual _____

Status as of _____ (circle one): complete in progress canceled.
Date

Reference Four

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-Mail: _____

Project Information:

Name of Project: _____

Scope of Work: _____

_____

_____

Contract Period: From _____ to _____

Cost: Projected $_____ Actual $_____

Timeframe (include unit measure) Projected _____ Actual _____

Status as of _____ (circle one): complete in progress canceled.
Date

Appendix N

SHIPPING LABEL

SHIPPING LABEL

Below is a depiction sample of how the response in an appropriate sized box or envelope should be submitted. Using this shipping label is optional, but preferred; however, **the information below must be included on the outside of the appropriate sized box or envelope**. Please cut out along the dotted line below, and affix to the outside of your response package on the lower right hand size.

COMPANY NAME
COMPANY ADDRESS
CITY, STATE ZIP

HIDALGO COUNTY

Purchase of Building Materials

RFB No.: 21-0732-11-03-JJR

OPENING DATE: Wednesday, November 3, 2021
OPENING TIME: 9:30 AM

TO: Martha L. Salazar, CPPB
ATTN: **Jaime Rivas**
Hidalgo County Administration Building
Purchasing Department
2802 S. BUS. HWY 281
Edinburg, TX 78539

Exhibit "B"
BID PAGE

APPENDIX "B"

BID PAGE

Hidalgo County

"Purchase of Building Materials"

Bidder must throughly fill in each section of the Bid Page. If not applicable fill in with N/A and/or No. Bid INCOMPLETE or ALTERED

	DESCRIPTION OF ITEMS	Manufacturer or Sku#	UOM	UNIT PRICE
A.)	**BOARDS (LUMBER)**			
1	2 x 4 - PC (92-5/8) WW STUD LUMBER	104	EACH	$3.89
2	2 x 4-9 PC (104-5/8) WW/HF STUD LUMBER	1049	EACH	$6.19
3	2 X 4-10' PC (116-5/8) WW/HF STUD LUMBER	10410P	EACH	$6.99
4	2 x 4-8 STD&BTR/#2 SPF/H STUD LUMBER	1048	EACH	$3.89
5	2 x 4-10 STD&BTR/#2 SPF/ STUD LUMBER	10410	EACH	$6.99
6	2 x 4-12 STD&BTR/#2 SPF/HF STUD LUMBER	10412	EACH	$8.79
7	2 x 4-14 STD&BTR/#2 SPF/ STUD LUMBER	10414	EACH	$10.49
8	2 x 4-16 STD&BTR/#2 SPF/HF STUD LUMBER	10416	EACH	$11.49
9	2 x 4-18 STD&BTR#2 SPF/H STUD LUMBER	10418	EACH	$13.79
10	2 x 4-20 STD&BTR #2 SPF/HF STUD LUMBER	10420	EACH	$15.19
11	2 x 6 - 8 PC (92 5/8) #2 SP LUMBER	1068P	EACH	$6.79
12	2 x 6 - 9 (104 5/8) STUD-GP LUMBER	1069	EACH	$8.99
13	2 x 6 - 10 PC (116-5/8) STUD LUMBER	10610P	EACH	$9.59
14	2 x 6 - 8 #2 SPF/HF/YP LUMBER	1068	EACH	$7.59
15	2 x 6 - 10 #2 SPF/HF/YP LUMBER	10610	EACH	$9.49
16	2 x 6 - 12 #2 SPF/HF/YP LUMBER	10612	EACH	$11.19
17	2 x 6 - 14 #2 SPF/HF/YP LUMBER	10614	EACH	$13.19
18	2 x 6 - 16 #2 SPF/HF/YP LUMBER	10616	EACH	$14.79
19	2 x 6 - 18 #2 SPF/HF/YP LUMBER	10618	EACH	$16.99
20	2 x 6 - 20 #2 SPF/HF/YP LUMBER	10620	EACH	$18.79
21	2 x 6 - 22 #2 SPF/HF LUMBER	10622	EACH	$35.79
22	2 x 6 - 24 #2 SPF/HF LUMBER	10624	EACH	$37.79
23	2 x 6 - 26 #2 SPF/HF LUMBER	10626	EACH	$45.79
24	2 x 8-8 #2 SPF/HF/YP LUMBER	1088	EACH	$7.99
25	2 x 8 - 10 #2 SPF/HF/Y LUMBER	10810	EACH	$9.99
26	2 X 8 - 12 #2 SPF/HF/YP LUMBER	10812	EACH	$12.79
27	2 x 8 - 14 #2 SPF/HF/YP LUMBER	10814	EACH	$14.79
28	2 x 8 - 16 #2 SPF HF/YP LUMBER	10816	EACH	$16.49
29	2 x 8 - 18 #2 SPF/HF/YP LUMBER	10818	EACH	$18.79
30	2 x 8 - 20 #2 SPF/HF/Y LUMBER	10820	EACH	$20.79
31	2 x 8-22 #2 SPF/HF/YP LUMBER	10822	EACH	$37.79
32	2 x 8-24 #2 SPF/HF/Y LUMBER	10824	EACH	$39.99
33	2 x 10-8 #2 SPF/HF/YP LUMBER	10108	EACH	$10.89
34	2 x 10-10 #2 SPF/HF/YP LUMBER	101010	EACH	$13.49

35	2 x 10-12 #2 SPF/HF/YP LUMBER	101012	EACH	$15.49
36	2 x 10-14 #2 SPF/HF/YP LUMBER	101014	EACH	$18.99
37	2 X 10-16 #2 SPF/HF/YP LUMBER	101016	EACH	$20.99
38	2 x 10-18 #2 SPF/HF/YP LUMBER	101018	EACH	$28.79
39	2 X 10-20 #2 SPF/HF/YP LUMBER	101020	EACH	$31.99
40	2 x 10-22 #2 SPF/HF/YP LUMBER	101022	EACH	N/A
41	2 X 10-24 #2 SPF/HF/YP LUMBER	101024	EACH	N/A
42	2 x 12-8 #2 SPF/HF/YP LUMBER	10128	EACH	$14.89
43	2 x 12-10 #2 SPF/HF/YP LUMBER	101210	EACH	$17.49
44	2 x 12-12 #2 SPF/HF/YP LUMBER	101212	EACH	$21.79
45	2 x 12-14 #2 SPF/HF LUMBER	101214	EACH	$25.79
46	2 x 12-16 #2 SPF/HF/YP LUMBER	101216	EACH	$29.79
47	2 x 12-18 #2 SPF/HF LUMBER	101218	EACH	$39.99
48	2 x 12-20 #2 SPF/HF/YP LUMBER	101220	EACH	$43.99
49	2 x 12-22 #2 SPF/HF/YP LUMBER	101222	EACH	$95.79
50	2 x 12-24 #2 SPF/HF LUMBER	101224	EACH	$98.79
51	2 X 2-8' WP STRIP	WP228	EACH	$5.79
B.)	**TREATED BOARDS (LUMBER)**			
1	2 X 4-8' TREATED LUMBER	2048	EACH	$4.79
2	2 X 4-10' TREATED LUMBER	20410	EACH	$6.99
3	2 X 4-12' TREATED LUMBER	20412	EACH	$8.79
4	2 X 4-14' TREATED LUMBER	20414	EACH	$10.99
5	2 X 4-16' TREATED LUMBER	20416	EACH	$12.79
6	2 X 6-8' TREATED LUMBER	2068	EACH	$7.49
7	2 X 6-10' TREATED LUMBER	20610	EACH	$9.19
8	2 X 6-12' TREATED LUMBER	20612	EACH	$11.49
9	2 X 6-14' TREATED LUMBER	20614	EACH	$13.49
10	2 X 6-16' TREATED LUMBER	20616	EACH	$15.79
11	2 X 6-20' TREATED LUMBER	20620	EACH	$19.99
12	2 X 8-8' TREATED LUMBER	2088	EACH	$9.79
13	2 X 8-10' TREATED LUMBER	20810	EACH	$12.19
14	2 X 8-12' TREATED LUMBER	20812	EACH	$14.99
15	2 X 8-14' TREATED LUMBER	20814	EACH	$17.49
16	2 X 8-16' TREATED LUMBER	20816	EACH	$19.99
17	2 X 8-20' TREATED LUMBER	20820	EACH	$25.79
18	2 X 12-8' TREATED LUMBER	20128	EACH	$14.19
19	2 X 12-12' TREATED LUMBER	201212	EACH	$24.19
20	2 x 12-16' TREATED LUMBER	201216	EACH	$33.49
21	2 X 12-20' TREATED LUMBER	201220	EACH	$49.79
22	4 X 4-8' TREATED	20448	EACH	$8.89
23	4 X 4-10' TREATED	204410	EACH	$16.99
24	4 X 4-12' TREATED	204412	EACH	$19.59
25	4 X 4-14' TREATED	204414	EACH	$23.99
26	4 x 4-16' TREATED	204416	EACH	$26.79
27	4 X 4-20' TREATED	204420	EACH	N/A
28	4 X 6-8' TREATED	20468	EACH	$17.99
29	4 X 6-10' TREATED	204610	EACH	$26.79

30	4 X 6-12' TREATED	204612	EACH	$28.59
31	4 X 6-14' TREATED	204614	EACH	$42.99
32	4 X 6-16' TREATED	204616	EACH	$44.79
33	4 X 6-20' TREATED	204620	EACH	N/A
34	6 X 6-8' TREATED POST	20668	EACH	$28.19
35	6 X 6-12' TREATED	206612	EACH	$48.99
36	6 X 6-16' TREATED	206616	EACH	$64.99
37	1 X 6-6' #1 3/4"" TREATED FENCE	20164	EACH	$2.59
C.)	**CEDAR LUMBER**			
1	1 x 2-8' #2 CEDAR	1301208	EACH	$4.40
2	1 X 2-10 #2 CEDAR	13012010	EACH	$5.50
3	1 x 2-12 #2 CEDAR	13012012	EACH	$6.60
4	1 x 2-14' #2 CEDAR	13012014	EACH	$7.70
5	1 x 12-10' CEDAR WESTERN RED	15112310	EACH	$55.00
6	1 x 12-12' CEDAR WESTERN RED	15112312	EACH	$66.00
7	1 x 12-8' CEDAR WESTERN RED	1511238	EACH	$41.60
8	1 X 4-8' CEDAR	151448	EACH	$8.00
9	1 X 4-10' CEDAR	1514410	EACH	$10.00
10	1 X 4-12' CEDAR	1514412	EACH	$12.00
11	1 X 6-8' CEDAR WESTERN RED	151648	EACH	$17.60
12	1 X 6-10' CEDAR WESTERN RED	1516410	EACH	$22.88
13	1 X 6-12' CEDAR WESTERN RED	1516412	EACH	$26.40
14	1 X 6-14' CEDAR WESTERN RED	1516414	EACH	$30.80
15	1 X 6-16' CEDAR WESTERN RED	1516416	EACH	$35.20
16	1 X 8-8' CEDAR WESTERN RED	151858	EACH	$25.44
17	1 X 8-10' CEDAR WESTERN RED	1518510	EACH	$31.80
18	1 X 8-12' CEDAR WESTERN RED	1518512	EACH	$38.64
19	1 X 8-14' CEDAR WESTERN RED	1518514	EACH	$45.36
20	1 X 8-16' CEDAR WESTERN RED	1518516	EACH	$51.84
21	1 X 8-20' CEDAR WESTERN RED	1518520	EACH	$66.20
22	1 X 6 - 6' 3/4"" CEDAR PICKET	2016	EACH	$3.39
D.)	**LUMBER (PINE) 1 INCH**			
2	1 x 10-10' #2 S4S Y.P.	15110210	EACH	N/A
2	1 x 10-8' #2 Y.P.	1511028	EACH	N/A
3	1 x 12-10' SELECT W.P.	15112110	EACH	$31.60
4	1 x 12-12' SELECT W.P.	15112112	EACH	$37.92
5	1 x 12-16' SELECT W.P.	15112116	EACH	$49.92
6	1 x 12-8' SELECT W.P.	1511218	EACH	$25.28
7	1 x 12-16 SELECT FJ WHITE PINE	15112416	EACH	$54.39
8	1 x 12-8' SELECT FJ WHITE PINE	1511248	EACH	$28.85
9	1 X 2-8 SELECT FJ WHITE PINE	151268	EACH	$5.89
10	1 x 2-16' REAL TRIM	N/A	EACH	N/A
11	1 X 4-10' #1 S4S Y.P.	1514110	EACH	$7.80
12	1 X 4-12' #1 S4S Y.P.	1514112	EACH	$9.36
13	1 X 4-8' #1 S4S Y.P.	151418	EACH	$6.24
14	1 X 4-10' D-GRADE Y.P. FLOORING	1514310	EACH	$12.96
15	1 X 4-8' D-GRADE Y.P. FLOORING	151438	EACH	$6.48

16	1 x 4-17' SELECT FJ WHITE PINE	1514516	EACH	$23.99
17	1 X 4-8' SELECT FJ WHITE PINE	151458	EACH	$7.69
18	1 X 4-16' REAL TRIM	N/A	EACH	N/A
19	1 X 6-10' #1 S4S Y.P.	1516110	EACH	$11.80
20	1 x 6-12' #1 S4S Y.P.	1516112	EACH	$14.16
21	1 x 6-8' #1 S4S Y.P.	1516118	EACH	$9.44
22	1 X 6-10' #2 S4S Y.P.	1516210	EACH	$9.90
23	1 X 6-12' #2 S4S Y.P.	1516212	EACH	$11.88
24	1 X 6-14' #2 S4S Y.P.	1516214	EACH	$13.86
25	1 X 6-16' #2 S4S YP/WP	1516216	EACH	$15.84
26	1 X 6-8' #2 S4S Y.P.	151628	EACH	$7.92
27	1 X 6-12' D-GRADE #117	1516312	EACH	$14.86
28	1 X 6-8 SELECT FJ WHITE PINE	151658	EACH	$12.65
29	1 x 6-12' BEADED	1516612	EACH	$18.48
30	1 x 6-16' REAL TRIM	N/A	EACH	N/A
31	1 X 8-10' #1 S4S Y.P.	1518110	EACH	$16.78
32	1 X 8-12' #1 S4S Y.P.	1518112	EACH	$19.88
33	1 X 8-8' #1 S4S Y.P.	151818	EACH	$11.98
34	1 X 8-10' #2 S4S Y.P.	1518210	EACH	$13.30
35	1 X 8-12' #2 S4S Y.P.	1518212	EACH	$15.96
36	1 X 8-14' #2 S4S Y.P.	1518214	EACH	$18.62
37	1 X 8-16' #2 S4S Y.P.	1518216	EACH	$19.92
38	1 X 8-8' #2 S4S Y.P.	151828	EACH	$8.72
39	1 X 8-10' #2 S/L	N/A	EACH	N/A
40	1 X 8-12' #2 S/L	1518312	EACH	$14.38
42	1 X 8-8' #2 S/L	151838	EACH	$9.58
43	1 x 8-10' #2 105 Y.P SIDING	1518410	EACH	$12.40
44	1 X 8-12' #2 105 Y.P SIDING	1518412	EACH	$14.88
45	1 X 8-14' #2 105 Y.P SIDING	1518414	EACH	$17.36
46	1 X 8-16' #2 105 Y.P SIDING	1518416	EACH	$19.84
47	1 X 8-8' #2 105 Y.P SIDING	151848	EACH	$10.64
48	1 X 8-16' SELECT FJ WHITE PINE	N/A	EACH	N/A
49	1 X 8-8' SELECT FJ WHITE PINE	151868	EACH	$18.39
50	1 x 8-16' REAL TRIM	N/A	EACH	N/A
51	1 X 2-8 WP STRIP	WP128	EACH	$2.97
52	1 x 12-10' #3 W/P	15112210	EACH	$23.00
53	1 x 12-12' #3 W.P.	15112212	EACH	$27.60
54	1 x 12-14' #3 W/P	15112214	EACH	$32.20
55	1 x 12-16' #3 W/P	15112216	EACH	$36.80
56	1 x 12-8' #3 W/P	1511228	EACH	$18.40
57	1 X 4-10' #3 & BETTER SP	1514210	EACH	$5.70
58	1 X 4-12' #3 & BETTER SP	1514212	EACH	$6.84
59	1 X 4-14' #3 & BETTER SP	1514214	EACH	$8.72
60	1 X 4-16' #3 & BETTER SPF	1514216	EACH	$9.96
61	1 X 4-8' #3 & BETTER SPF	151428	EACH	$3.79
62	1 x 12-14' SELECT W.P.	N/A	EA	N/A
E.)	**PLYWOOD (REGULAR PLYWOOD)**			

1	3/8 PTS. PLYWOOD	2511	EACH	$29.99
2	3/8 CDX PLYWOOD	251	EACH	$20.49
3	1/2 (15/32) CD PLYWOOD	252	EACH	$25.99
4	5/8 (19/32) CD PLYWOOD	253	EACH	$34.99
5	3/4 (23/32) CD PLYWOOD	254	EACH	$39.49
6	3/4 (23/32) T & G PLYWOOD	2541	EACH	$43.79
7	4 X 8-1 1/8 T&G	25118	EACH	$54.99
	FINISH PLYWOOD			
8	4 X 8 1/4 BC PLYWOOD	3014	EACH	$28.79
9	4 X 8 - 3/8 BC PLYWOOD	3038	EACH	$32.79
10	4 X 8 - 1/2 BC PLYWOOD	3012	EACH	$38.39
11	4 X 8 - 5/8 BC PLYWOOD	3058	EACH	$39.79
12	4 X 8 - 3/4 BC PLYWOOD	3034	EACH	$41.99
13	4 X 8 - 1/4 BIRCH PLYWOOD	3011	EACH	$29.99
14	4 X 8 - 3/4 BIRCH CAB GRADE PLYWOOD	3013	EACH	$74.99
15	4 X 8 - 5/8 BIRCH CAB GRADE PLYWOOD	3015	EACH	$64.99
16	4 X 8 - 1/4 ASH PLYWOOD	Special Order	EACH	N/A
17	4 X 8 - 3/4 ASH PLYWOOD	Special Order	EACH	N/A
18	4 X 8 - 1/4 RED OAK PLYWOOD	3041	EACH	$29.99
19	4 X 8 - 3/4 RED OAK PLYWOOD	3043	EACH	$65.99
20	4 X 8 - 1/8 LUAN PLYWOOD	3068	EACH	$20.99
21	4 X 8 - 1/4 LUAN PLYWOOD	3061	EACH	$23.99
22	4 X 8 - 1/2 LUAN PLYWOOD	N/A	EACH	N/A
23	4 X 8 - 5/8 LUAN PLYWOOD	N/A	EACH	N/A
24	4 X 8 - 3/4 LUAN PLYWOOD	N/A	EACH	N/A
25	4 X 8 1/2"" MDO PLYWOOD	N/A	EACH	N/A
	SIDING PLYWOOD			
26	3/8"" 4 X 8 CLASSIC BEADED SIDING	2513	EACH	$32.79
27	3/8 T-1/11 SIDING	2512	EACH	$32.79
28	5/8-4 T-1/11 SIDING	2534	EACH	$36.79
29	5/8-8"" T1-11 SIDING	25381	EACH	$36.79
30	5/8-12 T1-11 SIDING	25312	EACH	$36.79
31	4 X 8-3/8"" SMART PANEL	2515	EACH	$39.79
	OSB PLYWOOD			
32	4 X 8 7/16 OSB	2516	EACH	$20.19
33	4 X 8-7/16 OSB THERMO SHEET	2516R	EACH	$23.49
34	4 X 8-19/32 OSB	2531	EACH	$37.19
	TREATED PLYWOOD			
35	4 X 8 1/2 TREATED PLYWOOD	3012T	EACH	$34.99
36	4 X 8 3/4 TREATED PLYWOOD	3034T	EACH	$47.79
37	3/4 TREATED LATTICE	48T34	EACH	$21.99
F.)	**METAL ROOFING**			
1	10' GALVANIZED CORRUGATED IRON (31 GAUGE)	5510	EACH	$26.00
2	10' GALVANIZED CORRUGATED RIDGE ROLL	5510C	EACH	$25.99
3	10'6"" GREEN RIDGE CAP	Special Order	EACH	N/A
4	10' PLAIN RIDGE ROLL CORRUGATED	5510P	EACH	$15.99
5	10'6"" RED RIDGE CAP	Special Order	EACH	N/A

6	38"" x 10' RIB PANEL IRON	5510RP	EACH	$45.00
7	10'6"" WHITE RIDGE CAP	Special Order	EACH	N/A
8	12' GALVANIZED CORRUGATED IRON (31 GAUGE)	5512	EACH	$31.20
9	37"" x 12' GREEN ROOF	Special Order	EACH	N/A
10	37"" x 12' RED ROOF	Special Order	EACH	N/A
11	38"" x 12' RIB PANEL IRON	5512RP	EACH	$54.00
12	37"" x 12' WHITE ROOF	Special Order	EACH	N/A
13	14' GALVANIZED CORRUGATED IRON (31 GAUGE)	5514	EACH	$36.40
14	38"" x 14' RIB PANEL IRON	5514RP	EACH	$63.00
15	16' GALVANIZED CORRUGATED IRON (31 GAUGE)	5516	EACH	$41.60
16	37"" x 16' GREEN ROOF	Special Order	EACH	N/A
17	37"" X 16' RED ROOF	Special Order	EACH	N/A
18	38"" X 16' RIB PANEL IRON	5516RP	EACH	$72.00
19	37"" X 16' WHITE ROOF	Special Order	EACH	N/A
20	6' GALVANIZED CORRUGATED IRON (31 GAUGE)	556	EACH	$15.60
21	8' GALVANIZED CORRUGATED IRON (31 GAUGE)	558	EACH	$20.80
22	37"" x 8' GREEN ROOF	Special Order	EACH	N/A
23	37"" X 8' RED ROOF	Special Order	EACH	N/A
24	38"" X 8' RIB PANEL IRON	558RP	EACH	$36.00
25	37"" X 8' WHITE ROOF	Special Order	EACH	N/A
26	10' CORNER GREEN	Special Order	EACH	N/A
27	10' CORNER RED	Special Order	EACH	N/A
28	10' CORNER WHITE	Special Order	EACH	N/A
29	10'6"" EVE RED	Special Order	EACH	N/A
30	10'6"" EVE WHITE	Special Order	EACH	N/A
G.)	**MASONRY CEMENT**			
1	CONCRETE MIX (80 lbs.)	851	EACH	$4.49
2	SAND & CEMENT MIX (80 lbs.)	852	EACH	$4.99
3	MORTAR MIX (60lbs.)	853	EACH	$4.99
4	LIME 50# BAG (50lbs.)	854	EACH	$7.99
5	PORTLAND CEMENT (92.59 lbs)	855	EACH	$10.99
6	MASONRY CEMENT (70.55 lbs)	856	EACH	$9.49
7	WHITE PORTLAND CEMENT (92.59 lbs)	N/A	EACH	N/A
8	WHITE MASONRY CEMENT (70.55 lbs)	N/A	EACH	N/A
9	ALL-PURPOSE SAND-70# (70 lbs)	859	EACH	$4.19
H.)	**FIBER CEMENT**			
1	5/16 X 8 1/4 X 12' F/CMNT FACIA	N/A	EACH	N/A
2	5/16 - 4 X 8 8" OC F/C CEMPLANK	255488C	EACH	$29.79
3	5/16 - 4 X 8 FIBER CEMENT STUCCO SIDING	N/A	EACH	N/A
4	5/16 - 4 X 8 F/C CEMPLANK CEDARMILL	25548C	EACH	$39.99
5	12"" X 12' F/C CEMPLANK CLASSIC LAP SIDING	25512C	EACH	$9.79
6	8 1/4"" X 12' F/C CEMPLANK CLASSIC LAP SIDING	255814C	EACH	$9.99
7	8 1/4"" X 12' F/C HARDIPLANK COLONIAL LAP SIDING	255814H	EACH	$9.99
8	16" X 12' F/C CEDARMILL VENTED HARDISOFFIT	25516H	EACH	$24.24
9	3 1/2"" X 12' X 7/16"" F/C CEMTRIM	N/A	EACH	N/A
10	7 1/4"" X 12' X 3/4"" F/C RUSTIC HARDIETRIM	2558H	EACH	$26.64
11	4 X 8 F/C CEMPLANK 8" O.C.	255488C	EACH	$29.79

12	4' X 8' X 5/16" F/C CEMPLANK CEDARMILL	25548C	EACH	$39.99
13	3 1/2" X 12' X 3/4" F/C RUSTIC HARDIETRIM	2554H	EACH	$12.72
14	5 1/2"" X 12' X 3/4"" F/C RUSTIC HARDIETRIM	2556H	EACH	$19.32
I.)	**NAILS**			
	FINISH NAILS			
1	16D EG FINISH	6466614514	LB.	$4.99
2	3D EG FINISH	6466614448	LB.	$11.99
3	16D BRIGHT FINISH	6466614410	LB.	$4.49
4	6D HG FINISH	6466614472	LB.	$4.99
5	3D BRIGHT FINISH	6466614332	LB.	$4.49
6	4D BRIGHT FINISH	6466614344	LB.	$4.49
7	16D BRIGHT FINISH	6466614410	LB.	$4.49
8	6D BRIGHT FINISH	6466614359	LB.	$4.49
9	6D HG FINISH	6466614359	LB.	$4.99
10	8D EG FINISH	6466614514	LB.	N/A
	ROOFING NAILS			
11	LARGE TINCAPS	5057	LB.	$4.19
12	1-1/2"" EG ROOFING NAILS	6466616476	LB.	$3.99
13	1-1/4"" EG ROOFING NAILS	6466616464	LB.	$3.99
14	1-3/4"" PLASTIC CAP NAIL	5134C	LB.	$5.99
15	1-3/4"" EG RS NEO ROOFING NAIL	Special Order	LB.	N/A
16	1"" EG ROOFING NAILS	6466616452	LB.	$3.29
17	2"" EG ROOFING NAILS	6466616500	LB.	$4.99
18	3/4"" GRIP CAP-PLASTIC ROOFING	534C	LB.	$4.99
19	3/4"" EG ROOFING NAILS	6466616428	LB.	N/A
20	1-3/4"" BRT RS LEAD HEAD ROOFING	N/A	LB.	N/A
21	1-3/4"" NEOPRENE WASHER ROOFING NAILS	N/A	LB.	N/A
22	1 1/2"" THS FLU MASONRY	6466617407	LB.	N/A
23	12 X 1-1/2"" GALV HWH S/D W/NEO-WASHER	112SDS	LB.	$10.99
24	12-14 X 2"" GALV HWH S/D W/NEO-WASHER	2SDS	LB.	$7.99
25	2 1/2"" THS FLU MASONRY	75212	LB.	$5.99
	SHEETROCK NAILS			
26	1 3/8"" SHEETROCK GALVANIZED NAILS	6466616039	LB.	$3.59
	GALVANIZED NAILS			
27	16D HG BOX	6466612422	LB.	$3.59
28	16D HG COMMON 5LB	6466613360	LB.	$17.99
29	6D HG BOX	6466612362	LB.	$3.59
30	6D HG COMMON	6466613306	LB.	$3.59
31	8D HG COMMON	6466612386	LB.	$3.59
32	8D HG COMMON 5LB	6466612389	LB.	$17.99
	REGULAR NAILS			
33	16D BRIGHT BOX	6466612288	LB.	$3.25
34	16D BRIGHT COMMON	6466613202	LB.	$3.25
35	30D BRIGHT COMMON	7530C	LB.	$4.99
36	60D BRIGHT COMMON	7560C	LB.	$4.99
37	6D BRIGHT BOX	6466612231	LB.	$3.25
38	6D BRIGHT COMMON	6466614410	LB.	$4.49

39	8D BRIGHT BOX	6466613166	LB.	$3.25
40	6D BRIGHT BOX 5LB	6466612234	LB.	$15.99
41	8D DUPLEX NAILS	6466613865	LB.	$4.99
42	10D COATED SINKER	N/A	LB.	N/A
43	12D COATED SINKER	6466615652	LB.	$3.99
44	16D BRIGHT DUPLEX NAILS	6466613901	LB.	$5.49
45	16D COATED SINKER	6466615664	LB.	$3.99
46	8D COATED SINKER 5LB	6466615631	LB.	$15.99
J.)	**WEDGE ANCHOR**			
1	1/2 X 2-3/4"" WEDGE ANCHOR	WA12234	EACH	$2.19
2	1/2 X 3-3/4"" WEDGE ANCHOR	WA12334	EACH	$2.19
3	1/2 X 4-1/2"" WEDGE ANCHOR	WA12412	EACH	$2.29
4	1/2 X 5-1/2"" WEDGE ANCHOR	WA12512	EACH	$2.09
5	1/2 X 7"" WEDGE ANCHOR	WA127	EACH	$3.29
6	1/4 X 1-3/4"" WEDGE ANCHOR	WA14134	EACH	$0.99
7	1/4 X 2-1/4"" WEDGE ANCHOR	WA14214	EACH	$0.85
8	1/4 X 3-1/4"" WEDGE ANCHOR	WA14314	EACH	$1.09
9	3/8 X 2-1/4"" WEDGE ANCHOR	WA38214	EACH	$1.19
10	3/8 X 3"" WEDGE ANCHOR	WA383	EACH	$1.19
11	3/8 X 3-3/4"" WEDGE ANCHOR	WA38334	EACH	$1.45
12	3/8 X 5"" WEDGE ANCHOR	WA385	EACH	$1.89
13	5/8 X 3-1/2"" WEDGE ANCHOR	WA58312	EACH	$2.79
14	5/8 x 4 1/2"" WEDGE ANCHOR	WA58412	EACH	$3.39
15	5/8 X 5"" WEDGE ANCHOR	WA585	EACH	$3.89
16	5/8 X 6"" WEDGE ANCHOR	WA586	EACH	$3.59
17	5/8 X 7"" WEDGE ANCHOR	WA587	EACH	$3.69
K.)	**SCREWS**			
	EXTERIOR SREWS			
1	1 1/4"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB	6466652832	EACH	$10.99
2	1 1/4"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB	6466652833	EACH	$32.99
3	1 5/8"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB	6466652837	EACH	$10.99
4	1 5/8"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB	6466652838	EACH	$32.99
5	1 5/8"" PRIMEGUARD TEN EXTERIOR SCREWS 5M	6466652839	EACH	$99.99
6	1 5/8"" EXTERIOR SCREWS 25 LBS.	6466652840	EACH	$65.99
7	2"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB	6466652842	EACH	$10.99
8	2"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB	6466652843	EACH	$32.99
9	2 1/2"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB	6466652848	EACH	$10.99
10	2 1/2"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB	6466652849	EACH	$32.99
11	3"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB	6466652853	EACH	$8.99
12	3"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB	6466652854	EACH	$32.99
13	3"" PRIMEGUARD TEN EXTERIOR SCREWS 2M (25 lbs)	6466652855	EACH	$99.99
14	3 1/2"" PRIMEGUARD TEN EXTERIOR SCREWS 1LB	6466652858	EACH	$10.99
15	3 1/2"" PRIMEGUARD TEN EXTERIOR SCREWS 5LB	6466652859	EACH	$32.99
	DRYWALL SCREWS			
16	1-1/4"" COARSE THREAD DRYWALL SCREWS 25LB	6466651102	EACH	$59.99
17	1-5/8"" COARSE THREAD DRYWALL SCREWS 25 lbs	6466651104	EACH	$64.99
18	2"" COARSE THREAD DRYWALL SCREWS 25 lbs	6466651105	EACH	$69.99

19	2-1/2"" COARSE THREAD DRYWALL SCREWS 25 lbs.	6466651106	EACH	$66.99
20	3"" COARSE THREAD DRYWALL SCREWS 25 lbs	6466651108	EACH	$59.99
21	1"" COARSE THREAD DRYWALL SCREWS 1LB	6466651469	EACH	$8.99
22	1-1/8"" COARSE THREAD DRYWALL SCREWS 1LB	6466651470	EACH	$8.99
23	1-1/4"" COARSE THREAD DRYWALL SCREWS 1LB	6466651471	EACH	$8.99
24	1-5/8"" COARSE THREAD DRYWALL SCREWS 1LB	6466651473	EACH	$8.99
25	2"" COARSE THREAD DRYWALL SCREWS 1LB	6466651474	EACH	$8.99
26	2-1/2"" COARSE THREAD DRYWALL SCREWS 1LB	6466651476	EACH	$8.99
27	3"" COARSE THREAD DRYWALL SCREWS 1LB	6466651477	EACH	$8.99
28	1"" COARSE THREAD DRYWALL SCREWS 5LBS	6466651478	EACH	$23.99
29	1-1/8"" COARSE THREAD DRYWALL SCREWS **5LB**	6466651479	EACH	$23.99
30	1-1/4"" COARSE THREAD DRYWALL SCREWS 5LBS	6466651480	EACH	$23.99
31	1-5/8"" COARSE THREAD DRYWALL SCREWS 5LBS	6466651482	EACH	$23.99
32	2"" COARSE THREAD DRYWALL SCREWS 5LBS	6466651483	EACH	$23.99
33	2-1/2"" COARSE THREAD DRYWALL SCREWS 5LB	6466651485	EACH	$23.99
34	3" COARSE THREAD DRYWALL SCREWS 5LBS	6466651486	EACH	$23.99
35	3-1/2"" COARSE THREAD DRYWALL SCREWS 5LBS	6466651487	EACH	$23.99
36	3-1/2"" COARSE THREAD DRYWALL SCREWS 1LB	6466652797	EACH	$8.99
L.)	**COMMERCIAL TILE**			
1	VCT-1/8"" 12"" X 12"" COMMERCIAL SHADOW BLUE 45SF	51807	EACH	$29.99
2	VCT-1/8"" 12"" X 12"" COMMERCIAL COOL WHT 45SF	51899	EACH	$31.95
3	VCT-1/8"" 12"" X 12"" COMMERCIAL TILE 45SF	51903	EACH	N/A
4	VCT-1/8"" 12"" X 12"" COMMERCIAL TILE 45SF	51906	EACH	N/A
5	VCT-1/8"" 12"" X 12"" COMMERCIAL TILE BLACK 45SF	51910	EACH	$31.95
6	VCT-1/8"" 12"" X 12"" COMMERCIAL TILE WHITE 45SF	51911	EACH	$31.95
7	VCT-1/8"" 12X12 COMMERCIAL SANDY BEACH 45SF	51929	EACH	N/A
8	VCT-1/8"" 12X12 COMMERCIAL IVORY 45SF	52507	EACH	$29.99
9	VCT-1/8"" 12"" X 12"" COMMERCIAL CIQUE WHT 45SF	52513	EACH	$31.95
10	VCT-1/8"" 12"" X 12"" COMMERCIAL JUBILIEE WHT 45SF	52514	EACH	$31.95
11	VCT-1/8"" 12X12 COMMERCIAL IMPERIAL NOUGAT 45SF	57501	EACH	$31.95
12	VCT-1/8"" 12X12 COMMERCIAL CHOCOLATE 45SF	57504	EACH	$31.95
M.)	**INSULATION**			
1	R13 X 15 INSULATION (88.12sq ft/bag)	801315	EACH	$49.99
2	R13 X 23 INSULATION (120.11SQ FT/ROLL)	801323	EACH	$74.79
3	R30 X 16 INSULATION (53.33SQ FT/ROLL)	803015	EACH	$64.79
4	R30 X 24 INSULATION (80 SQ FT/ROLL)	803024	EACH	$99.79
5	R11 X 15 INSULATION (88.12 SQ FT/ROLL)	80315	EACH	$39.79
6	R11 X 15 INS MINI ROLL (50 SQ FT)	N/A	EACH	N/A
7	R11 X 15 MINI-ROLL INSULATION(40sq ft/roll)	N/A	EACH	N/A
8	R11 X 23 INSULATION (135.12 SQ FT/ROLL)	80323	EACH	$79.79
9	R19 X 15 INSULATION(48.96 SQ FT/ROLL)	80615	EACH	$37.79
10	R19 X 23 INSULATION(75.07 SQ FT/ROLL)	80623	EACH	$57.79
N.)	**MOLDING**			
	FJ MOLDING			
1	14' FJ 2 1/8 COLONIAL TRIM M-ACOL218FJ	13020514	EACH	$6.99
2	7' FJ 2 1/8 COLONIAL TRIM	1302057	EACH	$3.59
3	10' 2-1/8"" HW WEDGE CASE A	N/A	EACH	N/A

4	14' 2-1/8" HW WEDGE CASE A	13010114	EACH	$9.22
5	7' 2-1/8" HW WEDGE CASE A	1301017	EACH	$7.99
	ASH / OAK MOLDING			
6	1 x 1 1/2-8' ASH RAIL	161128	EACH	$9.99
7	1 X 2- 8 ASH RAIL	1628	EACH	$10.99
8	1X 2 1/2-8' ASH RAIL	162128	EACH	$11.99
9	1 X 3- 8' ASH RAIL	1638	EACH	$15.99
10	1 X 4 -8 ASH RAIL	1648	EACH	$16.99
11	1 X 6 -8 ASH RAIL	1668	EACH	$24.99
12	1 X 8 - 8 ASH RAIL	N/A	EACH	N/A
13	1 x 1 1/2-8' OAK RAIL	151128	EACH	$10.99
14	1 X 2 - 8 OAK RAIL	1528	EACH	$12.99
15	1 X 2 1/2 - 8 OAK RAIL	152128	EACH	$14.99
16	1 X 3 - 8 OAK RAIL	1538	EACH	$15.99
17	1 X 4 -8 OAK RAIL	1548	EACH	$17.99
18	1 X 6 - 8 OAK RAIL	1568	EACH	$28.99
19	1 X 8 -8 OAK RAIL	1588	EACH	$37.99
20	ASH CORWN 4 1/4"" X 8'	5544310803	EACH	$13.99
21	ASH CROWN 2 7/8"" X 8'	5544310804	EACH	$10.99
22	ASH CROWN 1 5/8"" X 8'	5544310805	EACH	$7.99
23	ASH PM6 3/4"" X 8'	5544310806	EACH	$6.99
24	ASH FLUTED 5 1/4"" X 8'	5544310813	EACH	$25.99
25	ASH FLUTED 3 1/2"" X 8'	5544310814	EACH	$16.99
26	ASH LIP 1 5/8"" X 8'	5544310815	EACH	$8.59
27	ASH LIP 1 1/4"" X 8'	Special Order	EACH	N/A
28	ASH 8' DOOR STOP	5544310817	EACH	$5.59
29	ASH O/CORNER 3/4"" X 8'	5544310818	EACH	$5.59
30	ASH CORE 3/4"" X 8'	5544310820	EACH	$5.99
31	ASH RAIL 2" X 8'	5544310821	EACH	N/A
32	ASH RAIL 2 1/2"" X 8'	5544310822	EACH	N/A
33	ASH RAIL 3" X 8'	5544310823	EACH	N/A
34	ASH PM7 X 8'	5544310827	EACH	$11.99
35	ASH O/CORNER 1"" X 8'	5544310828	EACH	$8.59
36	ASH BASE 3 1/2" X 8'	5544310833	EACH	$11.59
37	ASH BASE 2 1/2" X 8'	5544310836	EACH	$19.99
38	ASH RAIL 1 1/2" X 8'	5544310838	EACH	N/A
39	TM40 7' 2 1/4 ASH COL CASE	5544310840	EACH	$6.59
40	ASH PM1 X 8'	5544310842	EACH	$6.59
41	8' X 3/4 ASH SCREEN 45" MOULDING	5544310844	EACH	$12.99
42	ASH CH/RAIL 5 1/4"" X 8'	5544310846	EACH	$22.99
43	ASH 8' X 3/4 QT RND MOULDING	5544310858	EACH	$6.99
44	ASH CH/MOULD 3 1/2"" X 8'	5544310870	EACH	$35.99
45	4 1/8 X 8' ASH DENTIL CROWN	5544310871	EACH	$28.99
46	4 1/8 X 8' ASH ROPE CROWN MOULDING	5544310872	EACH	$32.99
47	3/4 X 8' ASH ROPE MOULDING	5544310873	EACH	$10.99
48	3/4 X 8'ASH DENTIL MOULDING	5544310874	EACH	$10.59
49	4 1/8 X 8' ASH CROWN	5544310875	EACH	$39.99

50	3 1/4 X 8' ASH ROPE CROWN MOULDING	5544310877	EACH	$29.99
O.)	**STAIN / GLOSS**			
1	GAL. CHERRY 116	7994111613	EACH	$28.99
2	GAL. DK. MAHOGANY 118	7994111813	EACH	$28.99
3	GAL. SALEM MAPLE 110	7994111013	EACH	$28.99
4	1GL COLONIAL PINE STAIN	7994110913	EACH	$28.99
5	QUICK DRY ZAR GAL. 20413	7994120413	EACH	$37.99
6	GAL. MODERN WALNUT 115	7994111513	EACH	$36.99
7	GAL. WALNUT 111	7994111113	EACH	$28.99
8	GAL. FRUITWOOD 113	7994111313	EACH	$28.99
9	OIL-BASED WOOD 114 PROV 1GAL	7994111413	EACH	$28.99
10	GAL. MODERN WALNUT 115	7994111513	EACH	$36.99
11	HONEY MAPLE 1GL	7994111713	EACH	$28.99
12	GAL MOCHA WOOD STAIN 11913	7994111913	EACH	$36.99
13	GAL TEAK NATURAL 120	7994112013	EACH	$36.99
14	WOOD STAIN 123 MOORISH TEAK	7994112313	EACH	$36.99
15	WOOD STAIN 124 ROSEWOOD	7994112413	EACH	$28.99
16	WOOD STAIN EARLY AMERICAN	7994112813	EACH	$36.99
17	WOOD STAIN AGED VARNISH	7994112913	EACH	$34.99
18	1GL WOOD STAIN DRIFTWOOD	7994113013	EACH	$28.99
19	WHITE OAK 1GL	7994113713	EACH	$28.99
20	GAL. SPANISH OAK 138	7994113813	EACH	$28.99
21	GAL. COUNTRY WHITE 13913	7994113913	EACH	$36.99
22	GAL MERLOT WOOD STAIN 14013	7994114013	EACH	$28.99
23	GAL BLACK ONYX BLACK 12113	7994112113	EACH	$36.99
24	GAL ZAR ULTRA MAX OMU GLOSS	7994136013	EACH	$46.99
25	ZAR ULTRA MAX SATIN GL. 36213	7994136213	EACH	$46.99
26	ULTRA SEMI-GLOSS ZAR 33013	7994133013	EACH	$42.99
27	ULTRA CLEAR GLOSS (1GAL) 32813	7994132813	EACH	$42.99
28	(DP58157) INTERIOR/EXTERIOR CLEAR BASE ALKYD GLOSS	2236727656	EACH	N/A
29	(DP58101) 1 GAL. INTERIOR/EXTERIOR WHITE ALKYD GLOSS	2236721201	EACH	N/A
30	(DP58103) 1 GAL. INTERIOR/EXTERIOR BLACK ALKYD GLOSS	2236721204	EACH	$38.99
31	(DP58106) 1 GAL. INTERIOR/EXTERIOR SAFETY RED ALKYD GLOS	2006675644	EACH	$34.99
32	(DP58149) INTERIOR/EXTERIOR HIGH HIDE BASE ALKYD GLOSS	2236722007	EACH	$37.99
33	(DP58153) 1 GAL. INTERIOR/EXTERIOR DEEP BASE ALKYD GLOSS	2236722013	EACH	$37.99
34	(DP58155) INTERIOR/EXTERIOR ULTRA DEEP BASE ALKYD GLOSS	2236722016	EACH	N/A
35	ZAR WOOD PATCH OAK PT 31041	7994131041	EACH	$2.99
36	ZAR WOOD PATCH 1/2PT 30906	7994130906	EACH	$3.99
37	ZAR WOOD PATCH 1PT. 30911	7994130911	EACH	$5.99
38	QT ZAR NEUTRAL WOOD PATCH 30912	7994130912	EACH	$9.99
39	QT. RED OAK WOOD PATCH 31012	7994131012	EACH	$9.99
P.)	**PAINT / PRIMER**			
1	(DR23649) 1 GAL. INTERIOR/EXTERIOR - WHITE BASE	2236751309	EACH	$24.99
2	(DR23649) 5 GAL. INTERIOR/EXTERIOR - WHITE BASE	2236751311	EACH	$119.99
3	(DP27118) BAR-OX SHOP & FIELD ALKYD METAL PRIMER RED O	N/A	EACH	N/A
4	(DRN54301) 5GAL PRIMER DRYWALL	2236759222	EACH	$45.99
5	PRIMER KILZ 2 LATEX 5GL	5165220000	EACH	$89.99

6	PRIMER KILZ 2 LATEX GL	5165220001	EACH	$18.99
Q.)	**PAINT THINNER / REMOVER**			
1	PAINT THINNER IN PLASTIC CAN	3019294400	EACH	$9.99
2	QT SEMI-PASTE PAINT REMOVER	3019200315	EACH	$10.89
3	GAL SEMI-PASTE PAINT REMOVER	3019200325	EACH	$26.99
4	QT CREAMY PAINT STRIPPER	3019200615	EACH	$9.69
5	GAL CREAMY PAINT STRIPPER	3019200625	EACH	$20.99
6	QT ACETONE THINNER	3019201815	EACH	$7.99
7	GAL ACETONE THINNER	3019201825	EACH	$16.99
8	XYLOL SOLVENT/TOLUENE SUB QT	3019202415	EACH	$6.99
9	GAL XYLOL SOLVENT/TOLUENE SUB	3019202425	EACH	$18.99
10	DENATURED ALCOHOL THINNER	3019202615	EACH	$6.99
11	DENATURED ALCOHOL THINNER	3019202625	EACH	$15.99
12	QT VMP NAPHTHA THINNER	3019204615	EACH	$7.99
13	GAL VMP NAPHTHA THINNER	3019204625	EACH	$15.99
14	QT GUM TURPENTINE	3019206915	EACH	$7.99
15	GUM TURPENTINE GAL	3019206925	EACH	$29.99
16	QUART MEK THINNER	3019207115	EACH	$8.99
17	18OZ INT/EXT PAINT STRIPPER	3019207299	EACH	$5.49
18	SEMI-PASTE ADHESIVE REMOVER	3019207825	EACH	$22.99
19	18OZ. GRAFFITI REMOVER EGA166	3019216698	EACH	$7.99
20	GRAFITTI REMOVER CAN	3019216699	EACH	$7.99
21	QT LACQUER THINNER	3019217015	EACH	$5.99
22	GAL LACQUER THINNER	3019217025	EACH	$16.79
23	QT SPRAYABLE PAINT REMOVER	3019222115	EACH	$12.99
24	GAL PAINT REMOVER SPRAY	3019222125	EACH	$26.99
25	PHOSPHORIC PREP & ETCH GALLON	3019230220	EACH	$16.99
26	MINERAL SPIRITS QUART ODORLESS	3019294005	EACH	$6.99
27	MINERAL SPIRITS ODORLESS	3019294006	EACH	$16.99
R.)	**PAINT BRUSHES & ACCESSORIES**			
1	RC142 1/4"" NAP	7708914212	EACH	$2.99
2	RC143 3/8"" NAP	7708914312	EACH	$2.19
3	RC144 1/2"" NAP	7708914412	EACH	$2.59
4	RC145 3/4 NAP	7708914512	EACH	$2.99
5	RC146 1"" NAP	7708914612	EACH	$2.99
6	RC147 1 1/4"" NAP	7708914712	EACH	$2.59
7	1/2"" CHIP BRUSH WHITE BRISTLE	7708915000	EACH	$0.39
8	1" CHIP BRUSH WHITE BRISTLE	7708915001	EACH	$0.49
9	1.5 CHIP BRUSH WHITE CHINA	7708915002	EACH	$0.59
10	2"" CHIP BRUSH WHITE CHINA	7708915003	EACH	$0.79
11	2.5 CHIP BRUSH WHITE CHINA	7708915004	EACH	$0.89
12	3"" CHIP BRUSH WHITE CHINA	7708915005	EACH	$0.99
13	4"" CHIP PAINT BRUSH	7708915007	EACH	$2.69
14	3"" POLY BLEND BRUSH	7708911600	EACH	$7.99
15	1-1/2 POLY BLEND BRUSH	7708911602	EACH	$4.58
16	2"" POLY BLEND BRUSH	7708911603	EACH	$5.29
17	2-1/2"" ALL PAINTS BRUSH	7708911604	EACH	$6.99

18	4" POLY BLEND BRUSH	7708911607	EACH	$9.99
19	1-1/2 2160 POLY BLEND BRUSH	7708921602	EACH	$4.49
20	2" 2160 POLY BLEND BRUSH	7708921603	EACH	$5.49
21	2-12"" 2160 POLY BLEND BRUSH	7708921604	EACH	$6.49
22	3IN SASH BRUSH ANGULAR	7708921605	EACH	$8.49
23	1"" 2163 POLY BLEND BRUSH	7708921631	EACH	$3.99
24	2"" 2168 POLY BLEND BRUSH	7708921683	EACH	$5.49
25	3" 3/16 WAP ROLLER	7708910005	EACH	$2.49
26	11" MINI ROLLER	7708910011	EACH	$1.79
27	RC100 3/16" NAP ROLLER	7708910012	EACH	$3.99
28	MR100 4"" FABRIC 2PK REFILL	7708910024	EACH	$3.99
29	6"" TWIN PACK FABRIC	7708910026	EACH	$3.49
30	SHOE HANDLE WIRE BRUSH 300	7708930000	EACH	$1.99
31	300SC CP WIRE BRUSH	7708930001	EACH	$1.99
32	3"" MINI ROLLER & TRAY SET RS300	7708930002	EACH	$3.99
33	MR300 4"" FABRIC REFILL	7708930004	EACH	$2.99
34	3"" TRIM ROLLER W/FRAME	7708930005	EACH	$2.99
35	4"" 2PACK PAINT ROLLER COVER MR300-2	7708930024	EACH	$3.49
36	6"" 2PACK PAINT ROLLER COVER (WHITE) MR300-2	7708930029	EACH	$4.99
S.)	**ADHESIVES**			
1	GAL MURIATIC ACID	1792600001	EACH	$6.39
2	CARP. WOOD GLUE 4FL. OZ	2600000700	EACH	$1.99
3	CARP. WOOD GLUE 8FL. OZ	2600000701	EACH	$2.99
4	CARP. WOOD GLUE 16FL. OZ	2600000702	EACH	$4.59
5	CARP. WOOD GLUE QT.	2600000704	EACH	$6.99
6	CARP. WOOD GLUE GAL.	2600000705	EACH	$18.99
7	CONCRETE BONDER QT. BOTTLE	2600000862	EACH	$7.99
8	PROJECTS CONSTRUCTION ADHESIVE 10oz (LIQUID NAILS)	2207860172	EACH	$2.89
9	10.5OZ PAN&MOL ADHESIVE	2207891072	EACH	$2.99
10	HEAVY DUTY ADHESIVE 10oz (LIQUID NAILS)	2207819072	EACH	$2.99
11	WHITE 100% SILICONE 0816	7533900816	EACH	$4.99
12	CAULKING GUN, 1/10 RATCHET	7667060111	EACH	$2.49
13	SERIES 6000 1/10 SMOOTH CAULKING GUN	7708960000	EACH	$2.99
14	SERIES 6004P 1/10 SMOOTH ROTATING BARREL CAULKING GUN	7708960041	EACH	$7.79
15	10.1OZ GP WHITE ACRYLIC CAULK 0736	7533900736	EACH	$1.39
16	5GL GALV. BUCKET GRID	7708941612	EACH	$1.99
17	ORDERLESS CONTACT CEMENT (LIFETIME)	ORDERLESS	1 GAL.	N/A
18	500 CONTACT CEMENT	2466709412	1 GAL.	$34.99
T.)	**SANDPAPER**			
1	WET OR DRY TRI-M-ITE	5114402000	EACH	$6.99
2	3M GARNET PAPER COAT 220A	5114410002	EACH	$0.39
3	WET OR DRY TRI-M-ITE	5114402002	EACH	$0.69
4	9"" X 11"" SHEET GARNET PAPER 180A	5114410003	EACH	$0.39
5	WET OR DRY TRI-M-ITE A&C	5114402004	EACH	$0.69
6	110N SANDPAPER	5114410004	EACH	$0.39
7	WET & DRY SANDPAPER	5114402007	EACH	$0.69
8	3M GARNET PAPER 9 X 11 120C	5114410031	EACH	$0.59

9	9 X 11"" SHEET WET OR DRY	5114402014	EACH	$0.89
10	3M GARNET PAPER OPEN COAT 100C	5114410032	EACH	$0.49
11	GARNET PAPER 9 X 11 80D	5114410033	EACH	$0.69
12	3M GARNET PAPER OPEN COAT 50C	5114410035	EACH	$0.59
U.)	**SHEETROCK & ACCESSORIES**			
	SHEETROCK			
1	4 X 8 1/2"" SHEETROCK	7512	EACH	N/A
2	4 X 8 1/2"" MOIST RESISTANT SHEETROCK	75121	EACH	$11.79
3	4 X 8 1/2"" IMPORT SHEETROCK	7512M	EACH	$7.99
4	4 X 8 1/4"" SHEETROCK	7514	EACH	$10.79
5	4 X 8 3/8"" SHEETROCK	7538	EACH	$10.79
6	4 X 8 5/8"" FIRE CODE SHEETROCK	7558	EACH	$10.99
	ACCESSORIES			
7	48LB/BOX JOINT COMPOUND / READY MIX	7540	EACH	$9.19
8	MURCO M-700 3 3/4GAL/BOX READY MIX / JOINT COMPOUND	7541M	EACH	$7.09
9	3.5GAL/BOX LIGHTWEIGHT JOINT COMPOUND / READY MIX	7541	EACH	$9.19
10	GAL LIGHT SPACKLING COMPOUND	7533900541	EACH	$17.99
11	1/2 PINT ONE TIME SPACKLING	7533900542	EACH	$2.99
12	1 QUART ONE TIME SPACKLING	7533900544	EACH	$6.59
13	1 PINT ONE TIME SPACKLING	7533900548	EACH	$4.79
14	PLAST DRYWALL POLE SANDER	4107200011	EACH	$6.49
15	SPRAY TEXTURE 20OZ.	4107204055	EACH	$14.49
16	20OZ SPRAY KNOCKDOWN	4107204065	EACH	$14.49
17	16OZ CAN ACOUSTIC TEXTURE	4107204070	EACH	$11.99
18	#4092 WATERBASE SPR/TEXT 10OZ	4107204092	EACH	$14.49
19	POPCORN CEILING TEXTURE 14OZ	4107204099	EACH	$13.69
20	HOMAX WALL TEXTURE OIL BASED 25OZ	4107204555	EACH	$17.99
21	HOMAX WALL TEXTURE WATER BASED 25OZ	4107204592	EACH	$18.99
22	TRIPLE EXP FOAM 12OZ.	7533900909	EACH	$4.99
23	STANDARD PLASTIC DROP SHEET 9' X 12'	7708900500	EACH	$0.99
24	COMMERCIAL DOOR HANDLES (CLOSET, HALL, ENTRY,ADA)	4969444269	EACH	$49.99
V.)	**LAMINATING COUNTER TOPS (Formica)**			
1	4X8 ANTIQUE ROCA LAMINATE SHEET 4836-38	48SFAR	EACH	2.18sq. Ft.(32 sq. ft.)
2	4X8 BLACK MATTE LAMINATE SHEET 45514-01	48SFB	EACH	2.18sq. Ft.(32 sq. ft.)
3	4X8 BLACKSTAR GRANITE LAMINATE SHEET 45514-01	48SFBG	EACH	2.18sq. Ft.(32 sq. ft.)
4	4X8 BRONZED FUSION LAMINATE 1796K-07	48SFBRF	EACH	2.18sq. Ft.(32 sq. ft.)
5	4X8 MILANO BROWN LAMINATE SHEET 4725K-52	48SFMB	EACH	2.18sq. Ft.(32 sq. ft.)
6	4X8 MILANO BLAZE LAMINATE SHEET 4890K-52	48SFMBL	EACH	2.18sq. Ft.(32 sq. ft.)
7	4X8 MADURA GARNET LAMINATE SHEET 4921K-52	48SFMG	EACH	2.18sq. Ft.(32 sq. ft.)
8	4X8 MADURA PEARL LAMINATE SHEET 4922K-52	48SFMP	EACH	2.18sq. Ft.(32 sq. ft.)
9	4X8 TRUSS MAPLE LAMINATE SHEET 7972K-12	48SFTM	EACH	2.18sq. Ft.(32 sq. ft.)
10	4X8 TUMBLED ROCA LAMINATE SHEET 4835-38	48SFTR	EACH	2.18sq. Ft.(32 sq. ft.)
11	4X8 FROSTY WHITE LAMINATE SHEET	48SFW	EACH	2.18sq. Ft.(32 sq. ft.)
12	4X8 WILD CHERRY LAMINATE SHEET 7054-60	48SFWL	EACH	2.18sq. Ft.(32 sq. ft.)
W.)	**CEILING TILE**			
1	# 949 CEILING TILE 2X2 64 SQ. FT.	120949	EACH	$48.99
2	# 942 CEILING TILE 2X4 64 SQ. FT.	120942	EACH	$69.99

3	#7055 12' WALL ANGLE 3/4"	12054	EACH	$8.99
X.)	**Roofing Materials**			
	GACODECK or equivalent			
1	GACODECK KIT- OYSTER W/FILLER	8505518733	3.5 GAL	$342.99
2	GACODECK KIT- PEWTER W/FILLER	8505518876	3.5 GAL	$342.99
3	GACODECK KIT- SHALE W/FILLER	8505519019	3.5 GAL	$342.99
4	GACODECK KIT- ADOBE W/FILLER	8505519162	3.5 GAL	$342.99
5	GACODECK KIT- SEDONA W/FILLER	8505519200	3.5 GAL	$342.99
6	GACODECK KIT- DESERT W/FILLER	8505519305	3.5 GAL	$342.99
7	GACODECK KIT TOP COAT - OYSTER	8505519611	GALLON	$97.99
8	GACODECK KIT TOP COAT - OYSTER	8505519621	5 GALLON	$394.99
9	GACODECK KIT TOP COAT - PEWTER	8505519631	GALLON	$97.99
10	GACODECK KIT TOP COAT - PEWTER	8505519641	5 GALLON	$394.99
11	GACODECK KIT TOP COAT - SHALE	8505519651	GALLON	$97.99
12	GACODECK KIT TOP COAT - SHALE	8505519661	5 GALLON	$394.99
13	GACODECK KIT TOP COAT - ADOBE	8505519671	GALLON	$97.99
14	GACODECK KIT TOP COAT - ADOBE	8505519677	5 GALLON	$394.99
15	GACODECK KIT TOP COAT - SEDONA	8505519681	GALLON	$97.99
16	GACODECK KIT TOP COAT - SEDONA	8505519688	5 GALLON	$394.99
17	GACODECK KIT TOP COAT - DESERT	8505519691	GALLON	$97.99
18	GACODECK KIT TOP COAT - DESERT	8505519697	5 GALLON	$394.99
19	GACODECK PRIMER (GALLON)	8505519723	GALLON	$51.90
20	GACOGRIP TEXTURE GRANULES	8505518664	16 OZ	$8.99
21	GACOGRIP TEXTURE GRANULES	8505514729	50 LBS	$52.99
22	GACODECK TAPE	8505515444	4"X120' ROL	$18.99
23	GACODECK FILL	8505515481	10 OZ	$9.99
	GACOROOF or equivalent			
24	GACOROOF SILICONE ROOF CTG - WHITE	8505566926	GALLON	$62.99
25	GACOROOF SILICONE ROOF CTG - WHITE	8505566928	5 GALLON	$265.99
26	GACOROOF SILICONE ROOF CTG - GRAY	8505566946	GALLON	$62.99
27	GACOROOF SILICONE ROOF CTG - GRAY	8505566950	5 GALLON	$265.99
28	GACOROOF SILICONE ROOF CTG - GREEN	8505566956	5 GALLON	$278.99
29	GACOROOF SILICONE ROOF CTG -LIGHT TAN	8505566964	5 GALLON	$278.99
30	GACOROOF SILICONE ROOF CTG - RUSTIC	8505566966	5 GALLON	$289.99
31	GACOROOF SILICONE ROOF CTG - MEDIUM BLUE	8505566968	5 GALLON	$289.99
32	GACOROOF SILICONE ROOF CTG -BLACK	8505566976	5 GALLON	$289.99
33	GACOROOF SILICONE ROOF CTG - BROWN	8505566978	5 GALLON	$289.99
34	GACOROOF SILICONE ROOF CTG - RED	8505566980	5 GALLON	$289.99
35	LIQUID ROOF TAPE	8505566970	GALLON	$74.99
36	LIQUID ROOF TAPE	8505566974	5 GALLON	$318.99
37	GACOROOF TEST KIT - 4 OZ.	8505566924	4 OZ.	$22.99
38	GACOROOF COLORANT - BLACK	8505531800	PINT - 8 OZ.	$14.99
39	GACOROOF COLORANT - MOJAVE	8505531815	PINT -16 OZ	$21.99
40	GACOROOF TAPE (SELF ADHESIVE)	8505566934	2" X 50' ROL	$21.99
	COMPLIANT			
41	GACOROOF SILICONE ROOF CTG- WHITE	8505566926	GALLON	$62.99
42	GACOROOF SILICONE ROOF CTG- WHITE	8505566928	5 GALLON	$265.99

43	GACOROOF SILICONE ROOF CTG- GRAY	8505566946	GALLON	$62.99
44	GACOROOF SILICONE ROOF CTG- GRAY	8505566950	5 GALLON	$265.99
45	GACOROOF SILICONE ROOF CTG- GREEN	8505566956	5 GALLON	$278.99
46	SILICONE SOLVENT VOC COMPLIANT	8505585412	5 GALLON	$315.99
	S20 SERIES or equivalent			
47	2- PART EPOXY PRIMER/FILLER KIT	8505585207	2 GALLON KI	$133.99
48	2- PART EPOXY PRIMER/FILLER KIT PART A	8505585202	5 GALLON	$204.99
49	2- PART EPOXY PRIMER/FILLER KIT PART B	8505585105	5 GALLON	$204.99
50	WALKPAD SOLVENT-FREE SILICONE WALKWAY	8505585111	5 GALLON	$438.99
51	WALKPAD GRANULES (1.5LB JAR)	8505585310	1.5 LB. JAR	$14.99
52	SILICONE SOLVENT (GALLON)	8505585407	GALLON	$28.99
53	SILICONE SOLVENT (5 GALLON)	8505585409	5 GALLON	$438.99
54	GACOWASH CONCENTRATED CLEANRE (QUART)	8505585421	QUART	$29.99
55	GACOWASH CONCENRATED CLEANER (GALLON)	8505585425	GALLON	$80.99
56	GACOWASH CONCENTRATED CLEANER (5 GALLON)	8505585428	5 GALLON	$367.99
57	66S REINFORCING PLYESTER MESH 4 X 300'"	8505585301	" X 300' ROL	$31.99
58	66S REINFORCING POLYESTER MESH 6 X 300'"	8505585303	" X 300' ROL	$43.99
59	WHITE - SOLVENT FREE 100% SILICONE COATING	8505585102	5 GALLON	$286.99
60	WHITE - SOLVENT FREE 100% SILICONE COATING	8505585103	55 GALLON	$2,791.99
61	GRAY - SOLVENT FREE 100% SILICONE COATING	8505585105	5 GALLON	$286.99
62	GRAY - SOLVENT FREE 100% SILICONE COATING	8505585106	55 GALLON	$2,791.99
63	TAN - SOLVENT FREE 100% SILICONE COATING	8505585104	5 GALLON	$300.99
64	TAN - SOLVENT FREE 100% SILICONE COATING	8505585110	55 GALLON	$2,839.99
65	SEAMSEAL SOLVENT- FREE SILICONE SOLVENT	8505585107	GALLON	$87.99
66	SEAMSEAL SOLVENT- FREE SILICONE SOLVENT	8505585108	5 GALLON	$380.99
67	GACOFLASH FOAM 3 LB. SPRAYED POLYURETHANE FOAM	8505590103	41 LB. KIT	$432.99
	GACOFLEX COMMERCIAL or equivalent			
68	GACOCRETE	A171	GALLON	$108.99
69	GACOCRETE (5 GALLON)	A175	5 GALLON	$335.99
70	WATERBASED WHITE ACRYLIC	A39005	5 GALLON	$305.99
71	WATERBASED WHITE ACRYLIC	A390055	55 gal. drum	$2,255.99
72	WATERBASED GRAY ACRYLIC	A39115	5 GALLON	$299.99
73	WATERBASED GRAY ACRYLIC -	A391155	55 gal. drum	$2,201.99
74	OYSTER ACRYLIC COATING (VOC COMPLIANT)	GCA38011	GALLON	$111.99
75	OYSTER ACRYLIC COATING (VOC COMPLIANT) (5 GALLON)	A38015	5 GALLON	$355.99
76	PEWTER ACRYLIC COATING (VOC COMPLIANT) (GALLON)	A38021	GALLON	$111.99
77	PEWTER ACRYLIC COATING (VOC COMPLIANT) (5 GALLON)	A38025	5 GALLON	$355.99
78	SHALE ACRYLIC COATING (VOC COMPLIANT) (GALLON)	A38161	GALLON	$111.99
79	SHALE ACRYLIC COATING (VOC COMPLIANT) (5 GALLON)	A38165	5 GALLON	$355.99
80	ADOBE ACRYLIC COATING (VOC COMPLAINT) (GALLON)	A38181	GALLON	$111.99
81	ADOBE ACRYLIC COATING (VOC COMPLIANT) (5 GALLON)	A38185	5 GALLON	$355.99
82	BLACK ACRYLIC PRIME (5 GALLON)	A41215	5 GALLON	$245.99
83	BLACK ACRYLIC PRIME (55 GALLON DRUM)	A412155	55 GALLON	$1,595.99
84	100% SOLIDS 2-PART EPOXY PRIMER PT A (GALLON)	E5990AK1A	GALLON	$110.99
85	100% SOLIDS 2-PART EPOXY PRIMER PT B	E5990AK1B	QUART	$89.99
86	URETHANE W/PFG MEMBRANE KIT A+B HORIZONTAL (GALLON)	LM60HK1A	GALLON	$82.99
87	URETHANE W/PFG MEMBRANE KIT A+B HORIZONTAL (5 GALLO	LM60HK4A	5 GALLON	$184.99

88	URETHANE W/PFG MEMBRANE KIT A+B VERTICAL (GALLON)	LM60VK1A	GALLON	$84.99
89	URETHANE W/PFG MEMBRANE KIT A+B VERTICAL (5 GALLON)	LM60VK4A	5 GALLON	$225.99
90	URETHANE MEMBERANE PT B - 8OZ JAR	LM60B8OZ	8 OZ. JAR	$23.99
91	URETHANE MEMBERANE PT B - QUART CAN	LM60BQ	QUART	$38.99
92	ALUM NEOPRENE COATING (5 GALLON)	N1730K5A	5 GALLON	$810.99
93	THINNER & CLEANER (GALLON)	T51121	GALLON	$54.99
94	THINNER & CLEANER (5 GALLON)	T51125	5 GALLON	$165.99
95	URETHANE COATING THINNER (GALLON)	T51161	GALLON	$58.99
96	URETHANE COATING THINNER (5 GALLON)	T51165	5 GALLON	$185.99
97	URETHANE COATING TROWEL THINNER (GALLON)	T51181	GALLON	$67.99
98	URETHANE COATING TROWEL THINNER (5 GALLON)	T51185	5 GALLON	$230.99
99	URETHANE COATING ACCELERATOR (4OZ JAR)	U56514OZ	4 OZ. JAR	$49.99
100	URETHANE PRIMER-SEALER (GALLON)	U56771	GALLON	$128.99
101	URETHANE PRIMER-SEALER (5 GALLON)	U56775	5 GALLON	$440.99
102	PEWTER URETHANE CTG POLY SIDE (GALLON)	U6402P1	GALLON	$127.99
103	PEWTER URETHANE CTG POLY SIDE (5 GALLON)	U6402P5	5 GALLON	$435.99
104	OYSTER AROMATIC URE POLY SIDE (GALLON)	U6601P1	GALLON	$152.99
105	OYSTER AROMATIC URE POLY SIDE (5 GALLON)	U6601P5	5 GALLON	$560.99
106	OUSTER AROMATIC URE POLY SIDE VOC COMPLIANT (GALLON)	U6601PC1	GALLON	$224.99
107	OYSTER AROMATIC URE POLY SIDE VOC COMPLIANT (5 GALLON	U6601PC5	5 GALLON	$920.99
108	PEWTER AROMATIC URE POLY SIDE (GALLON)	U6602P1	GALLON	$152.99
109	PEWTER AROMATIC URE POLY SIDE (5 GALLON)	U6602P5	5 GALLON	$560.99
110	SHALE AROMATIC URE POLY SIDE (GALLON)	U6616P1	GALLON	$152.99
111	SHALE AROMATIC URE POLY SIDE (5 GALLON)	U6616P5	5 GALLON	$560.99
112	ADOBE AROMATIC URE POLY SIDE (GALLON)	U6618P1	GALLON	$152.99
113	ADOBE AROMATIC URE POLY SIDE VOC COMPLIANT (GALLON)	U6618PC1	GALLON	$224.99
114	URETHANE COATING ISO SIDE (GALLON)	U66I1	GALLON	$152.99
115	URETHANE COATING ISO SIDE (5 GALLON)	U66I5	5 GALLON	$560.99
116	URETHANE ALIPHATIC - POLY (GALLON)	UA7090P1	GALLON	$238.99
117	URETHANE ALIPHATIC - POLY (5 GALLON)	UA7090P5	5 GALLON	$990.99
118	URETHANE ALIPHATIC - ISO (GALLON)	UA7090I1	GALLON	$184.99
119	URETHANE ALIPHATIC - ISO (5 GALLON)	UA7090I5	5 GALLON	$720.99
120	REGULAR URE BASE CTG POLY SIDE (GALLON)	UB6407P1	GALLON	$111.99
121	REGULAR URE BASE CTG POLY SIDE (5 GALLON)	UB6407P5	5 GALLON	$355.99
122	URE BASE CTG ISO SIDE (GALLON)	UB64I1	GALLON	$124.99
123	URE BASE CTG ISO SIDE (5 GALLON)	UB64I5	5 GALLON	$420.99
124	SHELFIL GRANULES 18/40 (50LB BAG)	BG1840	BAG	$52.99
125	SHELFIL GRANULES 12/20 (50LB BAG)	BG1220	BAG	$52.99
126	SHELFIL GRANULES 40/60 (50LB BAG)	BG4060	BAG	$52.99
127	POLYESTER SPUNBOUNDED TAPE 4 X 300'"	BT66B4	ROLL	$19.99
128	POLYESTER SPUNBOUNDED TAPE 6 X 300'"	BT66B6	ROLL	$26.99
129	POLYESTER MAT 36 X 360'"	BT66B36360	ROLL	$170.99
130	1/4 SCRIM MESH 48" X 100'"	BMESH	ROLL	$229.99
	COMPLIANT			
131	PEWTER URETHANE CTG POLY SIDE VOC COMPLIANT (GALLON)	U6402PC1	GALLON	$164.99
132	PEWTER URETHANE CTG POLY SIDE VOC COMPLIANT (5 GALLO	U6402PC5	5 GALLON	$620.99
133	URETHANE CTG ISO SIDE VOC COMPLIANT (GALLON)	U64I-1	GALLON	$145.99

134	URETHANE CTG ISO SIDE VOC COMPLIANT (5 GALLON)	U64IC5	5 GALLON	$525.99
135	OYSTER AROMATIC URE POLY SIDE (VOC COMPLIANT)	U6601P1	GALLON	$152.99
136	OYSTER AROMATIC URE POLY SIDE (VOC COMPLIANT)	U6601PC5	5 GALLON	$920.99
137	PEWTER AROMATIC URE POLY SIDE VOC COMPLIANT (GALLON)	U6602PC1	GALLON	$224.99
138	PEWTER AROMATIC URE POLY SIDE VOC COMPLIANT (5 GALLOI	U6602PC5	5 GALLON	$920.99
139	SHALE AROMATIC URE POLY SIDE VOC COMPLIANT (GALLON)	U6616PC1	GALLON	$224.99
140	SHALE AROMATIC URE POLY SIDE VOC COMPLIANT (5 GALLON)	U6616PC5	5 GALLON	$920.99
141	ADOBE AROMATIC URE POLY SIDE (5 GALLON)	U661815	1 GALLON	$151.99
142	ADOBE AROMATIC URE POLY SIDE VOC COMPLIANT (5 GALLON	U6618CI5	5 GALLON	$920.99
143	URETHANE COATING ISO SIDE VOC COMPLIANT (GALLON)	U66CI1	GALLON	$151.99
144	URETHANE COATING ISO SIDE VOC COMPLIANT (5 GALLON)	U66IC5	5 GALLON	$555.99
145	REGULAR URE BASE CTG POLY SIDE VOC COMPLIANT (GALLON)	UB6407PC1	GALLON	$145.99
146	REGULAR URE BASE CTG POLY SIDE VOC COMPLIANT (5 GALLON	UB6407PC5	5 GALLON	$525.99
147	URE BASE CTG ISO SIDE VOC COMPLIANT (GALLON)	UB64CI1	GALLON	$145.99
148	URE BASE CG ISO SIDE VOC COMPLIANT (5 GALLON)	UB64IC5	5 GALLON	$525.99
149	BLK UNCURED NEOPRENE SHEET 6 X 100'"	NF62106	ROLL	$334.99
150	BLK UNCURED NEOPRENE SHEET 9 X 100" "	NF62109	ROLL	$477.99
151	BLK UNCURED NEOPRENE SHEET 12 X 100'"	NF62112	ROLL	$685.99
152	BLK UNCURED NEOPRENE SHEET 18 X 100'"	NF62118	ROLL	$799.99
153	BLK UNCURED NEOPRENE SHEET 24 X 100'"	NF62124	ROLL	$885.99
154	BLK UNCURED NEOPRENE SHEET 30 X 100'"	NF62130	ROLL	$1,149.99
155	BLK UNCURED NEOPRENE SHEET 36 X 100'"	NF62136	ROLL	$1,295.99
156	BLK UNCURED NEOPRENE SHEET 48 X 100'"	NF62148	ROLL	$1,699.99
157	NEOPRENE ADHESIVE VOC COMPLIANT (GALLON)	N12071	GALLON	$165.99
158	NEOPRENE ADHESIVE VOC COMPLIANT (5 GALLON)	N12075	5 GALLON	$625.99
Y.)	**DOORS**			
1	3070 1 3/4 BIRCH WOOD CORE DOOR	S/O	EACH	
2	3068 1 3/4 BIRCH WOOD CORE DOOR	S/O	EACH	
3	3068 4 5/8 EXTERIOR PRIMED NONKERFT NO THRESHOLD FJ UN	M134FJ	EACH	$89.99
4	3068 1 3/4 SC EXTERIOR LUAN DOOR	105302	EACH	$89.99
5	3068 LUAN LH 1 3/8 HC INTERIOR FJ DOOR UNIT	10530L or R	EACH	$61.99
6	3068 1 3/8 HC LUAN INTERIOR DOOR	10530	EACH	$41.99
7	3068 METAL 6 PANEL LH DOOR UNIT	110302L or R	EACH	$145.99
8	3068 FLUSH METAL LH DOOR UNIT	110301L or R	EACH	$139.99
9	3068 1 3/4 S/C BIRCH DOOR	S/O	EACH	
10	3070 BIRCH 1 3/4 DOOR	S/O	EACH	
Z.)	**MISCELLANEOUS FLOORING**			
1	VINYL PLANK-AMERICAN PLANK BUCKBOARD 6"X36" 36SF	8896973346	EACH	$42.84
2	CERAMIC TILE 22x22 BERLIN BONE (16.58 S/FT)	2222BB	EACH	$16.41
3	24X24 CARPET TILE REVIVAL 8 SQ.YDS IMPACT	S/O	EACH	
4	VINYL CLICK PLANK -6X48X6MILS DAVENTRY #47 WALNUT MOCHA 32.18SQ/FT	3673865750	EACH	$64.03
5	VINYL CLICK PLANK-6X48X4.5MM DELTA OAK 35.95 SQ/FT	CINCHF052L	EACH	$78.73
6	COVE BASE - VALUE BASE BARK 4" X 120' X .080/ROLL	1938135260	EACH	$59.99
7	POLO GREEN 1/8"X4"X120' COVE BASE	S/O	EACH	