



EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
JUNE 07, 2016

REGULAR MEETING AGENDA
6:00 PM

I. CALL TO ORDER, ESTABLISH QUORUM

- A. Prayer.
- B. Pledge of Allegiance.

II. CERTIFICATION OF PUBLIC NOTICE

III. PUBLIC COMMENTS

The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. If a resident desires to make a public comment, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.

IV. PRESENTATION

- A. Presentation Regarding the Sale of Certificates of Obligation, Series 2016 Bonds by Estrada Hinojosa & Company, Inc. [Ascencion Alonzo, Director of Finance]

V. PUBLIC HEARINGS

- A. Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request from Commercial General (CG) District to Urban (UR) Residential District, Being 0.67 Acres More or Less out of the Southeast 10.00 Acres of Lot 14, Section 271, Texas-Mexican Railway Company Survey, Located at 2205 South Business 281, as Requested by Serge Momplaisir. [Jesus R. Saenz, Director of Planning and Zoning]

- B. Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Neighborhood Conservation 7.1 (NC7.1) District to Commercial General (CG) District, Being the Southwest 1.65 Acres Out of Lot 44, 281 Estates, Located at 603 West Orange Drive, as Requested By Jorge Marin. [Jesus R. Saenz, Director of Planning and Zoning]
- C. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture (AG) District to Neighborhood Conservation 5 (NC 5) District, Being a 9.68 Acre Tract of Land Out of Lot 16, Section 244, Texas-Mexican Railway Company Survey, Located 1,600 Feet East of Closner Blvd., on the North Side of Russell Road, as Requested By Juan Salinas. [Jesus Saenz, Director of Planning & Zoning]
- D. Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On Premise Consumption of Alcoholic Beverages for Late Hours for a Bar and Night Club, Being Lots 3 & 4, Block 251, Edinburg Original Townsite, Located at 306 E. University Dr., as Requested by Yusleidy Diaz. [Jesus R. Saenz, Director of Planning and Zoning]

VI. PETITION

- A. Consider Petition for Disannexation of Property within the City of Edinburg, Being a Resubdivision of 13.38 Acres, Situated in the City of Edinburg, Hidalgo County, Texas, Out of Block 25, Bakers Subdivision of the Cucharria Tract known as 281 Industrial Park Subdivision, Located on the East Side of US Highway 281, Approximately 1620 Feet North of El Cibolo Road, as Requested by Jorge L. Lopez. [Jesus R. Saenz, Director of Planning & Zoning]

VII. APPOINTMENTS

- A. Discuss and Consider Appointments to the City Advisory Boards and Committees for the Following:
 1. Housing Assistance Committee, One Member
 2. Edinburg Golf Advisory Board, One Member

VIII. AWARDING OF BIDS

- A. Consider Awarding Bid No. 2016-71, Personal Protective Equipment (Specifications #B) to Casco Industries, Inc., and Authorize the City Manager to Enter into a Contract at the Unit Rate of \$2,744.74 Per Set. [Shawn Snider, Fire Chief]
- B. Consider Awarding Bid No. 2016-88, Police Department Uniform Cleaning and Pressing Service, to A-1 Dry Cleaners Based on Unit Prices as Listed and Authorize the City Manager to Enter Into a Contract Relating Thereto. [David White, Chief of Police]
- C. Consider Rejecting RFP No. 2016-012 Cisco Smartnet Renewals. [Leo Gonzales, Jr., Director of Information Technology]

IX. CONTRACTUALS

- A. Consider Authorizing the City Manager to Submit Application and Affidavit by the City Mayor for the Economically Disadvantaged County (EDC) Program. [Ponciano N. Longoria, P.E. C.F.M. Director of Public Works]
- B. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation (NAWSC) and TRI D's, LLC, to Provide Fire Protection Services for Tulipan Villas Subdivision. [Arturo Martinez, Director of Utilities]

X. RESOLUTIONS

- A. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Justice FY 2016 Local Edward Byrne Memorial Justice Assistance Grant Program, Solicit Public Comments on the Grant Application and Execute Grant Documents Relating Thereto. [David White, Chief of Police]
- B. Consider Resolution Authorizing Review of the Cost of Service Adjustment (COSA) Filing by Texas Gas Service Company (TGS), a Division of One Gas, Inc., Hiring Legal and Consulting Services to Negotiate with TGS, and Requiring TGS to Reimburse all Reasonable Costs Associated with a Joint Review of the COSA Filing with Other Cities. [Ricardo Palacios, City Attorney]
- C. Consider Resolution Authorizing the City Manager to Submit Grant Application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office) FY 2016 COPS Hiring Program (CHP), and Execute Grant Documents Relating Thereto. [David White, Chief of Police]
- D. Consider Resolution Authorizing the City Manager for the City of Edinburg, Texas, to Enter Into an Advance Funding Agreement with the Texas Department of Transportation, and Authorizing the Commitment to Fund for the Edinburg Bicycle and Pedestrian Master Plan and to Execute Such Agreement. [Ponciano Longoria, P.E., C.F.M., Director of Public Works]
- E. Consider Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligation to Finance the Construction of Street, Curb, and Sidewalk Improvements, Together With Utility Relocation and/or Drainage Improvements Related or Incidental Thereto. [Ascencion Alonzo, Director of Finance]
- F. Consider a Resolution of Support to State Highway 68 in Hidalgo County, Texas for the Texas Department of Transportation. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

XI. BUDGET

- A. Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:
 - 1. General Fund: FROM Motor Vehicle, Fuel, Oil, Etc. TO Office Equipment/Furniture, in the Amount of \$650. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
 - 2. General Fund: FROM Equipment TO Motor Vehicles, in the Amount of \$8,640. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

3. General Fund: FROM Travel, Training. Meetings TO Recreation & Education; Buildings; and Swimming Pool, in the Amount of \$38,400. [Joe Filoteo, Director of Parks & Recreation]
4. General Fund: FROM Structures TO Air Conditioning Units, in the Amount of \$25,000. [Joe Filoteo, Director of Parks & Recreation]

XII. CONSENT AGENDA

- A. Consider Rescheduling the Tuesday, June 21, 2016 Regular City Council Meeting to Tuesday, June 28, 2016. [Myra L. Ayala Garza, City Secretary]

XIII. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

- A. Discussion and Possible Action Regarding Legal Issues Concerning the Emergency Ambulance Service Contract with Valley EMS. (§571.071 Consultation with Attorney; Closed Meeting)
- B. Discussion and Possible Action Regarding Legal Issues Concerning the Proposed Amendment to the Building Spaces Lease Agreement between City of Edinburg and Vipers Bball SF, LLC for the Parks and Recreation Facility and Authorize City Manager to Enter into an Agreement Relating thereto. (§551.071. Consultation with Attorney; Closed Meeting.)
- C. Discussion and Possible Action Regarding Legal Issues Concerning Agreement With Dannenbaum Engineering Awarded Under RFQ 2015-003, for Consultant Services for Construction Project Management for the Bert Ogden Arena. (§551.071 Consultation with Attorney; Closed Meeting).
- D. Discussion and Possible Action Regarding Legal Issues Concerning Waiver of Pending Liens (After Acceptance of Tax Resale Bid) for 1003 Monterrey, being Lot 11, Block 2, Mirasol Subdivision, Edinburg, Texas. (§551.071 Consultation with Attorney; Closed Meeting)

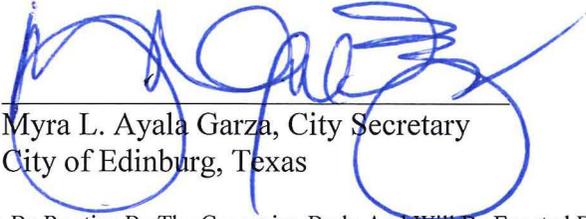
OPEN SESSION

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

XIV. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on June 3, 2016 at 4:00 P.M.

By:


Myra L. Ayala Garza, City Secretary
City of Edinburg, Texas

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

PRESENTATION

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Presentation Regarding the Sale of Certificates of Obligation, Series 2016 Bonds by Estrada Hinojosa & Company, Inc. [Ascencion Alonzo, Director of Finance]

STAFF COMMENTS AND RECOMMENDATION:

Mr. Troy Madres with Estrada Hinojosa & Company, Inc. will be making a presentation regarding the sale of Certificates of Obligation, Series 2016 Bonds for the City of Edinburg.

RECOMMENDATION:

There will be no action taken.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

PUBLIC HEARINGS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request from Commercial General (CG) District to Urban (UR) Residential District, Being 0.67 Acres More or Less out of the Southeast 10.00 Acres of Lot 14, Section 271, Texas-Mexican Railway Company Survey, Located at 2205 South Business 281, as Requested by Serge Momplaisir. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The property owner is proposing to develop Multi-Family Residential Uses on the property located at 2205 South Business 281, being 0.67 Acres more or less out of the Southeast 10.00 acres of Lot 14, Section 271, Texas-Mexican Railway Company Survey. The Gateway Plan the City's Comprehensive Plan designation for this property is Commercial General Uses and the approval of the rezoning request will allow for Urban Residential Uses on the subject property.

The property is zoned Commercial General (CG) District and is currently utilized as rental property. The property owner is planning to develop the property into a multi-family complex. The surrounding zoning in the area is Commercial General (CG) District to the North, South, East, and West.

Staff was instructed to meet and discuss with the developer regarding his intentions for developing the property to Commercial rather than Multi-Family. After deliberation and two separate meetings, the developer's intention remains the same, and he would like to pursue a Multi-Family Zoning.

The request does not comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to twelve (12) neighboring property owners and received no comments in favor of or against this request at the time of the report.

The Planning and Zoning Commission recommended with a vote of 5-2 to deny the Comprehensive Plan Amendment and the Rezoning Request.

RECOMMENDATION:

Staff recommends Denial of the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request Commercial General (CG) District to Urban (UR) Residential District. If approved, the applicant will need to comply with all requirements during the subdivision and permitting process including compliance with building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/10/16
CITY COUNCIL – 06/07/16
DATE PREPARED – 05/06/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request from Commercial General (CG) District to Urban (UR) Residential District

APPLICANT: Serge Momplaisir

AGENT: Melden and Hunt Inc.

LEGAL: 0.67 Acres more or less out of the Southeast 10.00 acres of Lot 14, Section 271, Texas-Mexican Railway Company Survey

LOCATION: 2205 South Business 281

LOT/TRACT SIZE: 0.67 acres

CURRENT USE OF PROPERTY: Office Building

PROPOSED USE OF PROPERTY: Multi-Family, Residential

**EXISTING LAND USE/
ADJACENT ZONING:** North – Comm – Commercial General (CG) District
South – Comm – Commercial General (CG) District
East – Comm – Commercial General (CG) District
West – Comm – Commercial General (CG) District

LAND USE PLAN DESIGNATION: Commercial General Uses

ACCESS AND CIRCULATION: This property has access to Business 281/Closer Boulevard

PUBLIC SERVICES: Public utilities are readily available to serve the site.

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request from Commercial General (CG) District to Urban (UR) Residential District.

**COMPREHENSIVE PLAN AMENDMENT AND
REZONING REQUEST
SERGE MOMPLAISIR**

EVALUATION

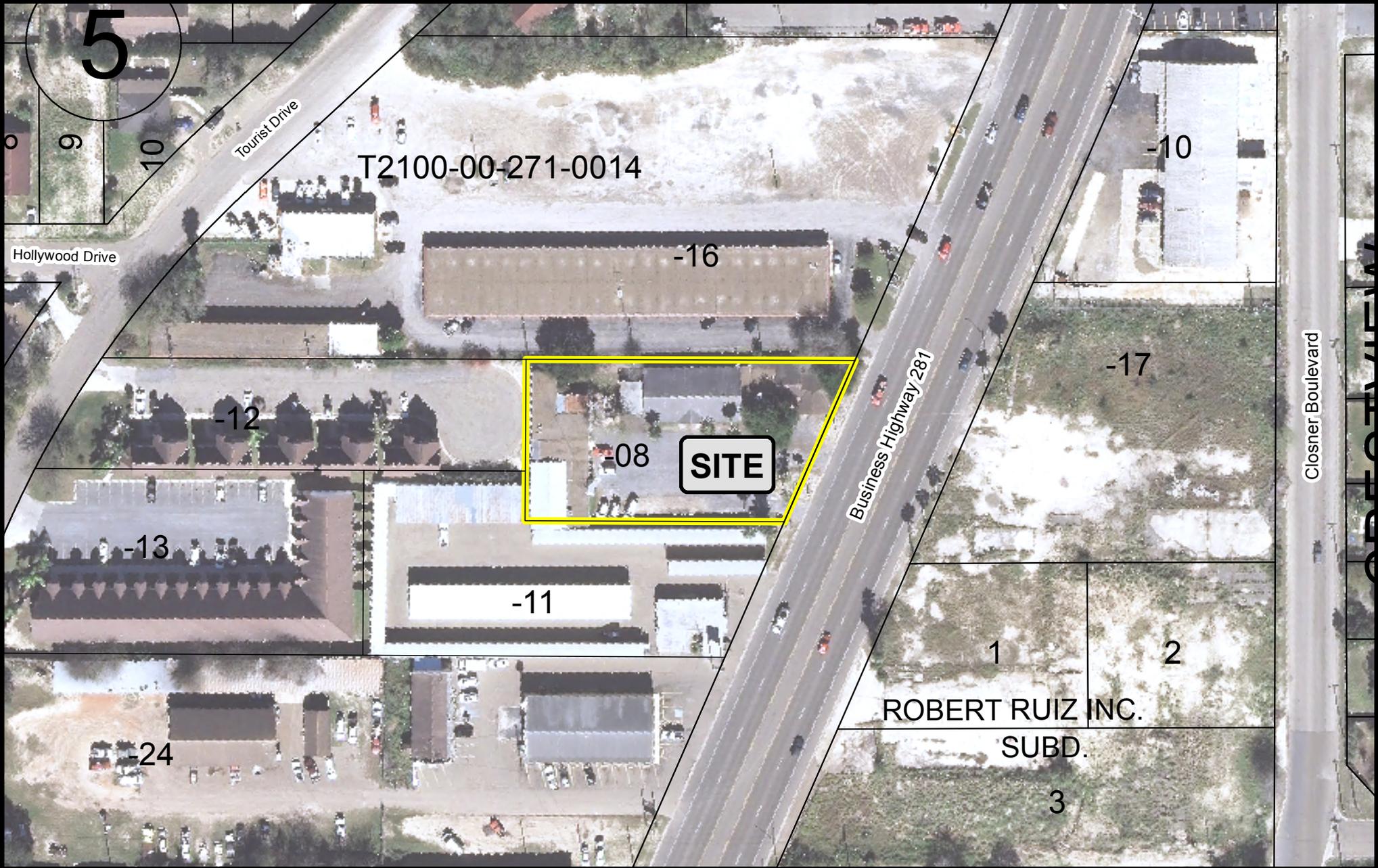
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Commercial General Uses.
2. The land use pattern for this area of the community consists of commercial general land uses.
3. The applicant is proposing Urban Residential Uses for apartments at this location.

This request is not in compliance with the City's Comprehensive Plan. Staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request from Commercial General (CG) District to Urban (UR) Residential District. If approved, the proposed commercial development would need to comply with the City's architectural standards, building, fire, parking, and landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to twelve (12) neighboring property owners and received no comments in favor of or against this request at the time of this report.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Site Map
List of neighboring property owners receiving notice



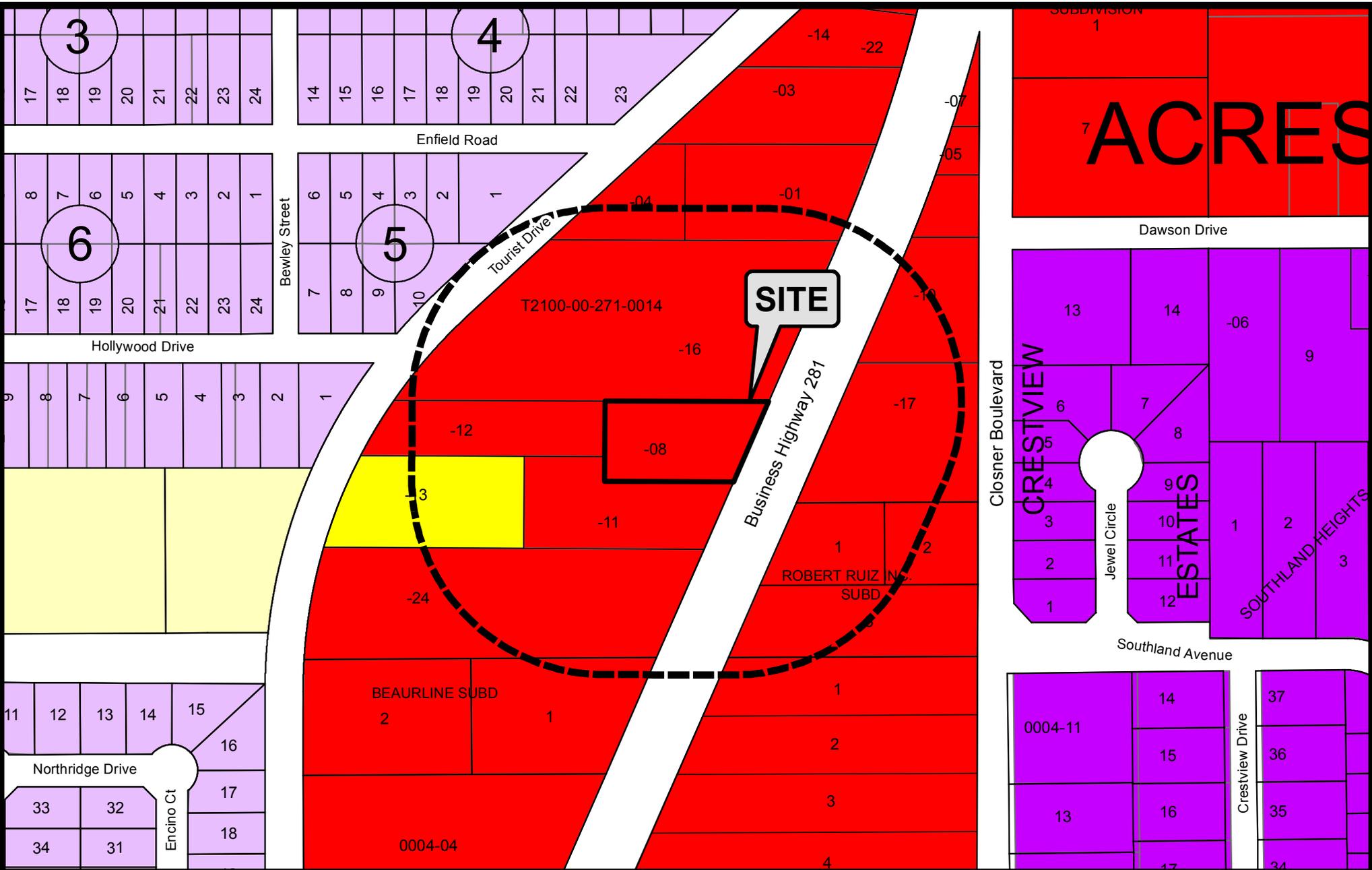
Legend

 Serge Momplaisir

AERIAL PHOTO

SERGE MOMPLAISIR



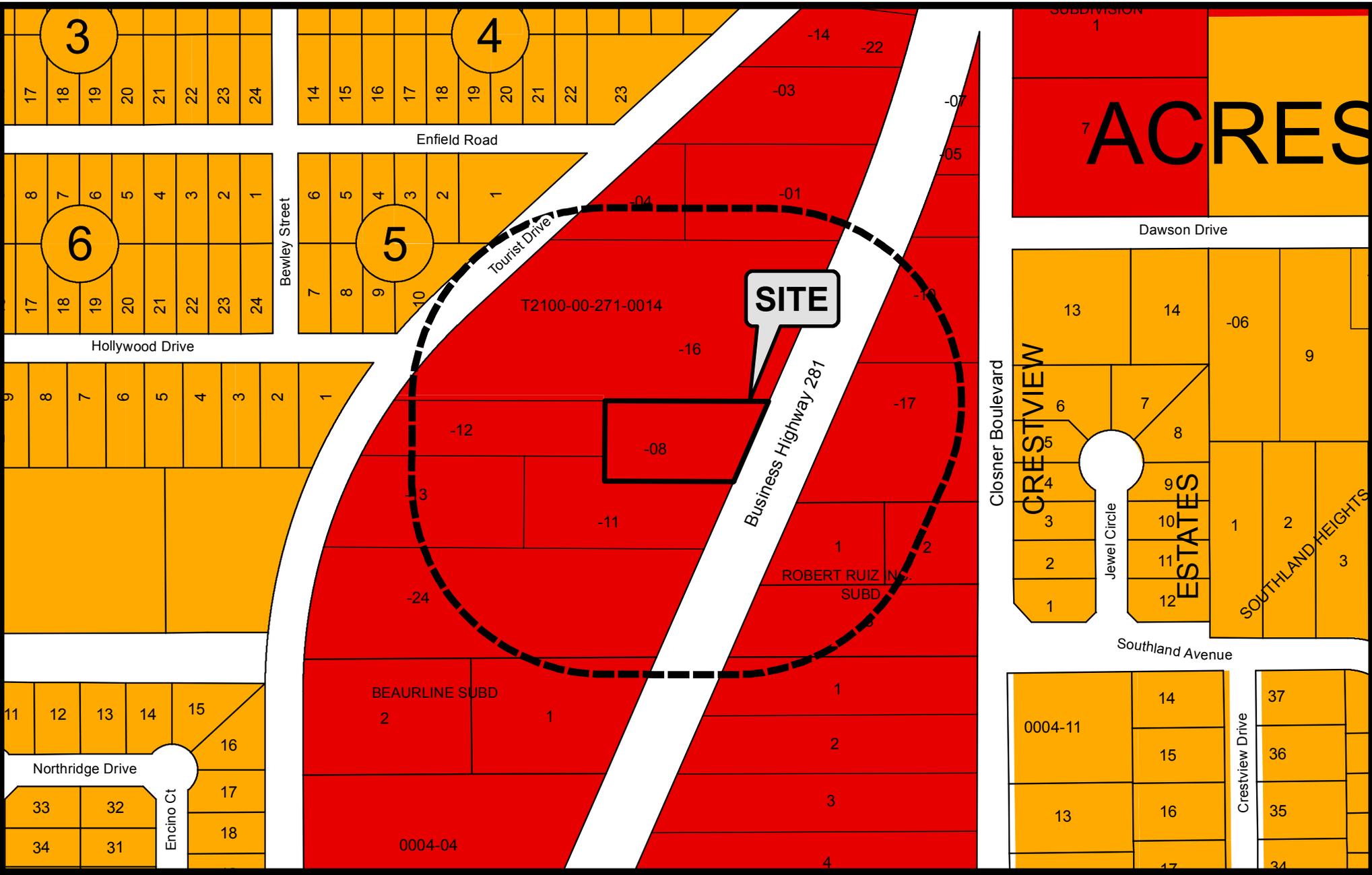


Legend

- | | | | | | |
|--|------------------------------------|--|--------------------------|--|-------------------------------|
| | Serge Momplaisir 300' Notification | | Commercial, General | | Neighborhood Conservation 7.1 |
| | Agriculture | | Commercial, Neighborhood | | Neighborhood Conservation MH |
| | Auto-Urban Residential | | Downtown District | | Suburban Residential |
| | Business Park | | Industrial | | Urban Center |
| | Neighborhood Conservation 5 | | Urban Residential | | Urban University |

Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request from Commercial General (CG) District to Urban (UR) Residential District, Being a 0.67 Acres more or less out of the Southeast 10.00 acres of Lot 14, Section 271, Texas-Mexican Railway Company's Survey, Located at 2205 South Business 281, as requested by Serge Momplaisir.





FUTURE LAND USE

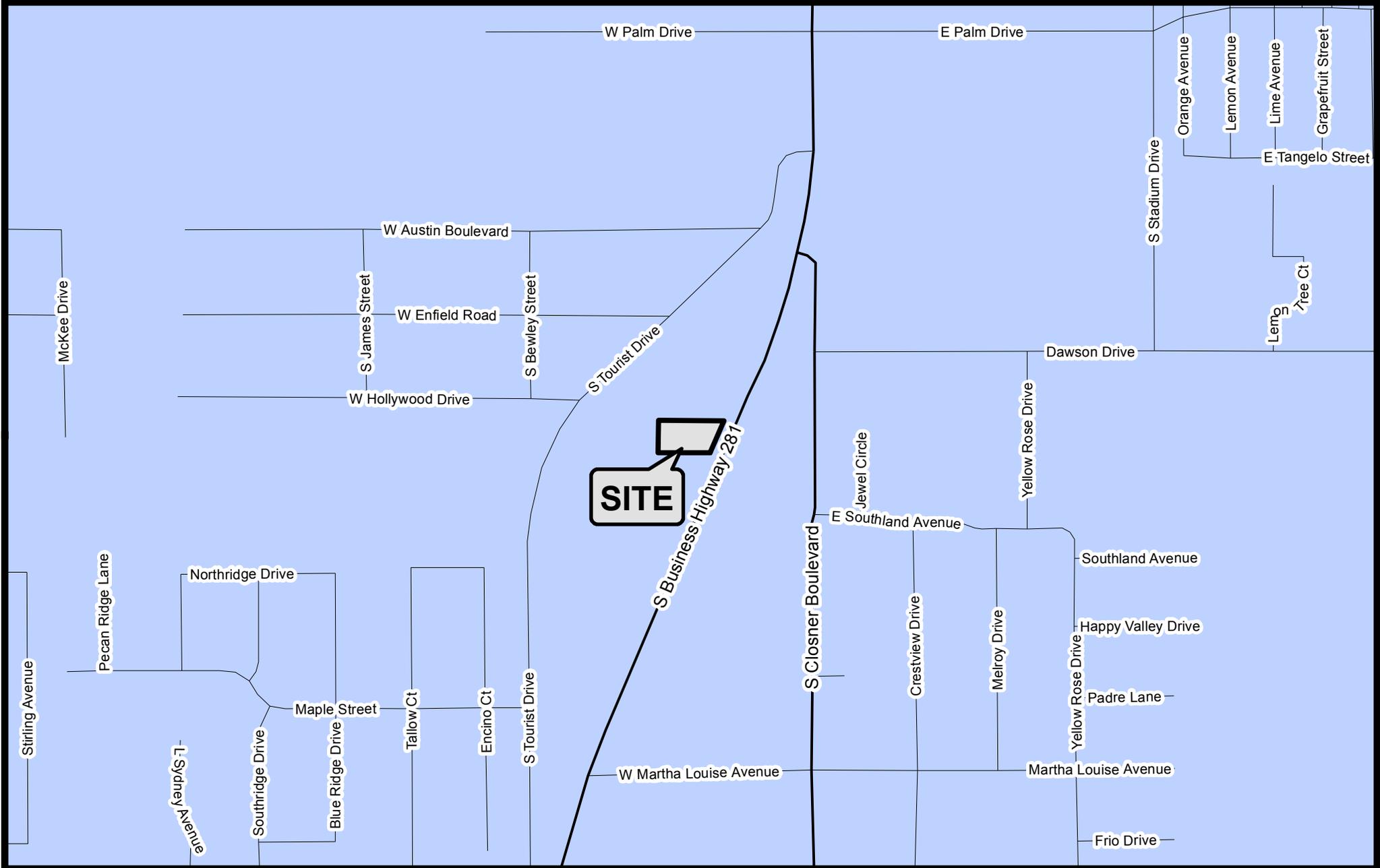
Legend

- | | | |
|---|---|--|
|  Serge Momplaisir |  Industrial |  Suburban |
|  300' Notification |  Mobile Home |  Urban |
|  Auto-Urban |  Neighborhood Commercial |  Urban University |
|  General Commercial |  Office Business Park | |

SERGE MOMPLAISIR







Legend

-  Serge Momplaisir
-  City Limits

SERGE MOMPLAISIR



COMPREHENSIVE PLAN AMENDMENT FROM GENERAL COMMERCIAL USES TO URBAN USES AND THE REZONING REQUEST FROM COMMERCIAL GENERAL (CG) DISTRICT TO URBAN (UR) RESIDENTIAL DISTRICT, BEING A 0.67 ACRE TRACT MORE OR LESS, OUT OF THE SOUTHEAST 10.00 ACRES OF LOT 1, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 2205 SOUTH BUSINESS 281, AS REQUESTED BY SERGE MOMPLAISIR.

PROP. ID. 170630
BENITEZ JUAN EDWARD
AKA JOHNNY BENITEZ
400 S BICENTENNIAL BLVD
MCALLEN, TX. 78501-5199
LEGAL: ENFIELD ESTATES LOT 10 BLK 5

PROP. ID. 297102
BHAKTA RAJUBHAI NARSINHBHAI
601 S 10TH ST
MCALLEN, TX. 78501
LEGAL: TEX-MEX SURVEY AN IRR TR W560'-E911'-N162.7'-S558.70' LOT 14 SEC 271 2.90AC
NET

PROP. ID. 702051
BIC DEVELOPMENT CORP
3910 W FREDDY GONZALEZ DR
EDINBURG, TX. 78539-9308
LEGAL: ENFIELD TOWNHOMES CONDOS UNITS 1 THRU 19

PROP. ID. 201624
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
REAL ESTATE OFFICE
210 W 6TH ST
AUSTIN, TX. 78701-2901
LEGAL: KELLY PHARR TRACT NW0.54AC-LOT 4 E-HWY 281 & W0.15AC-LOT 20 CARD STRIP
E-HWY 281 0.69AC NET

PROP. ID. 297098
CASTILLEJA LUIS G LTD
914 N MAIN ST STE 1
MCALLEN, TX. 78501-4355
LEGAL: TEX-MEX SURVEY W365.10'-E970.60'-N93.20'-S489.20' LOT 14 BLK 271 0.72 AC

PROP. ID. 297090
GOMEZ MARIA
CONCEPCION & UVALDO RODRIGUEZ
2116 TOURIST DR
EDINBURG, TX. 78539-6123
LEGAL: TEX-MEX SURVEY LOT 14 .38 AC OUT OF S 2.47 OF S 3.76 OF N4.76 BLK 271
207X110.8

PPROP. ID. 297104
MADSCIENTIST PROPERTIES SERIES B LLC
2223 S US HWY 281
EDINBURG, TX. 78539
LEGAL: TEX-MEX SURVEY AN IRR TR W266.30'-E721'- S168.76' LOT 14 BLK 271 0.89 AC

PROP. ID. 297096
MASSO GUILLERMO A
2110 S BUSINESS HIGHWAY 281
EDINBURG, TX. 78539-6205
LEGAL: TEX-MEX SURVEY LOT 14 E NEW HWY .74 S 10 AC BLK 271

PROP. ID. 297094
MOMPLAISIR MARGARONE & SERGE
9608 LAS PALMAS
MCALLEN, TX. 78504-6033
LEGAL: TEX-MEX SURVEY AN IRR TR N129.6'-S396'-E254.4'-W605.5' LOT 14 SEC 271 0.67AC
NET

PROP. ID. 297106
STOR-EM INC
PO BOX 82
EDINBURG, TX. 78540-0082
LEGAL: TEX-MEX SURVEY E10'OUT OF A 0.88AC TR OF LOT 14 BLK 271 0.03 AC NET

PROP. ID. 297103
TREJO MARIA DEL PILAR
436 YUCCA AVE
MCALLEN, TX. 78504-2848
LEGAL: TEX-MEX SURVEY 1.21AC IRR TR-W310.4'-N216.4'-S479.4' LOT 14 SEC 271

PROP. ID. 514263
WEAVER IVAN K III & STACY
2245 S BUSINESS HWY 281
EDINBURG, TX. 78539
LEGAL: TEX-MEX SURVEY W1.26AC-S4.15AC-S10AC-LOT 14 BLK 271 1.26AC NET

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE COMMERCIAL, GENERAL (CG) DISTRICT TO URBAN RESIDENTIAL (AU) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 0.67 ACRE TRACT MORE OR LESS, OUT OF THE SOUTHEAST 10.00 ACRES OF LOT 14, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 2205 SOUTH BUSINESS 281, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District and the Urban Residential (UR) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August, 2007. Such proposed amendment is to change the zoning of a 0.67 acre tract more or less out of the southeast 10.00 acres of Lot 14, Section 271, Texas-Mexican Railway Company Survey, located at 2205 South Business 281, Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District to Urban Residential (UR) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 10, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they denied the change in zoning of said property from one district to the other; and,

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on June 7, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

WHEREAS, having held said public hearing it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District to Urban Residential (UR) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and adding it to the Urban Residential (UR) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this

Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of June, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 0.67 ACRE TRACT MORE OR LESS, OUT OF THE SOUTHEAST 10.00 ACRES OF LOT 14, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 2205 SOUTH BUSINESS 281, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from General Commercial Uses to Urban Uses; and,

WHEREAS, it appears that this development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the Office Business Park Uses in the surrounding area; and,

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements to the law have been met in the passing of this Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 3023 on October 4, 2005, is hereby amended to provide that the property in question would best be used and developed for Urban Uses because of changing conditions. The conditions that exist are:

- (1) Population growth requiring more Urban Uses;
- (2) Expansion and development of Urban Uses.

This area, because of Edinburg's growth, should be included in those portions of the City providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of June, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/dmg-ordinances/serge momplaisir-cg to ur-(6-7-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Neighborhood Conservation 7.1 (NC7.1) District to Commercial General (CG) District, Being the Southwest 1.65 Acres Out of Lot 44, 281 Estates, Located at 603 West Orange Drive, as Requested By Jorge Marin. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is proposing to develop General Commercial uses on the property located at 603 West Orange Drive, being the Southwest 1.65 acres out of Lot 44, 281 Estates. The City's Comprehensive Plan designation for this property is Suburban uses. The approval of the rezoning request will allow General Commercial uses on the subject property.

The applicant is proposing to establish a business to maintain and park tractor trailers and large commercial vehicles at this site. The property is currently zoned Neighborhood Conservation (NC 7.1) District and is occupied by several storage sheds. Although the site has ample space for the applicants proposed use, the site is in the middle of a single family residential designated zone. The applicant previously applied to have the property rezoned to Commercial General District but was denied by the City Council on November 04, 2013.

The request does not comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to thirteen (13) neighboring property owners and received no comments in favor of or against this request.

The Planning and Zoning Commission recommended with a vote of 5-2 to deny the Comprehensive Plan Amendment and the Rezoning Request.

RECOMMENDATION:

Staff recommends Denial of the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Neighborhood Conservation 7.1 (NC7.1) District to Commercial General (CG) District, Being the Southwest 1.65 Acres Out Of Lot 44, 281 Estates, Located At 603 West Orange Drive. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/10/16
CITY COUNCIL – 06/07/16
DATE PREPARED – 05/06/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Neighborhood Conservation 7.1 (NC7.1) District to Commercial General (CG) District

APPLICANT: Mr. Jorge Marin

AGENT: N/A

LEGAL: Southwest 1.65 Acres Out Of Lot 44, 281 Estates

LOCATION: 603 West Orange Drive

LOT/TRACT SIZE: 1.65 acres

CURRENT USE OF PROPERTY: Storage/ Carport

PROPOSED USE OF PROPERTY: Trucking Related Business

EXISTING LAND USE/ North – Suburban Residential District
ADJACENT ZONING: South – Neighborhood Conservation (7.1) District
East – Neighborhood Conservation (7.1) District
West – Neighborhood Conservation (7.1) District

LAND USE PLAN DESIGNATION: Suburban (S) District

ACCESS AND CIRCULATION: This property has primary access onto Orange Drive a Minor Residential Street

PUBLIC SERVICES: Public utilities are readily available to serve the site.

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment and the rezoning request. A comprehensive evaluation is on the following page(s)

**REZONING REQUEST
JORGE MARIN**

EVALUATION

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Suburban (S) Uses.
2. The land uses in this area of the community consists of a mixture of single family residential as well as commercial and industrial uses.
3. The applicant is proposing to establish a business related to provide maintenance and parking for tractor trailers for his trucking business.
4. The property is currently zoned Neighborhood Conservation 7.1 (NC 7.1) District and is occupied by several storage sheds. Although the site has ample space for the applicants proposed use, the site is in the middle of a single family residential designated zone. The applicant previously applied to have the property rezoned to Commercial General District but was denied by the City Council on November, 2013.
5. The current location would need modification in order to meet city requirements for a commercial development.
6. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to thirteen (13) neighboring property owners and received no comments in favor or against this request.

In reviewing the request, the Commission, may consider factors such as compliance with the Comprehensive Plan, established land use pattern of an area, change of conditions, impact to neighboring properties, comprehensiveness, and reasonableness of the request.

Staff recommends denial of the Comprehensive Plan Amendment and the Rezoning Request to Commercial General (CG) District. If approved, the applicant will need to comply with all requirements during the permitting process including but not limited to widening of existing driveway to accommodate vehicle access, compliance with building and fire codes, fire protection, parking, landscape bufferyards, solid waste services, utility and any other City requirements, as applicable.

- ATTACHMENTS:** Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Site Map
Survey
List of neighboring property owners receiving notice

281 ESTAT

43

44

SITE

0000-03

0000-01

Orange Avenue

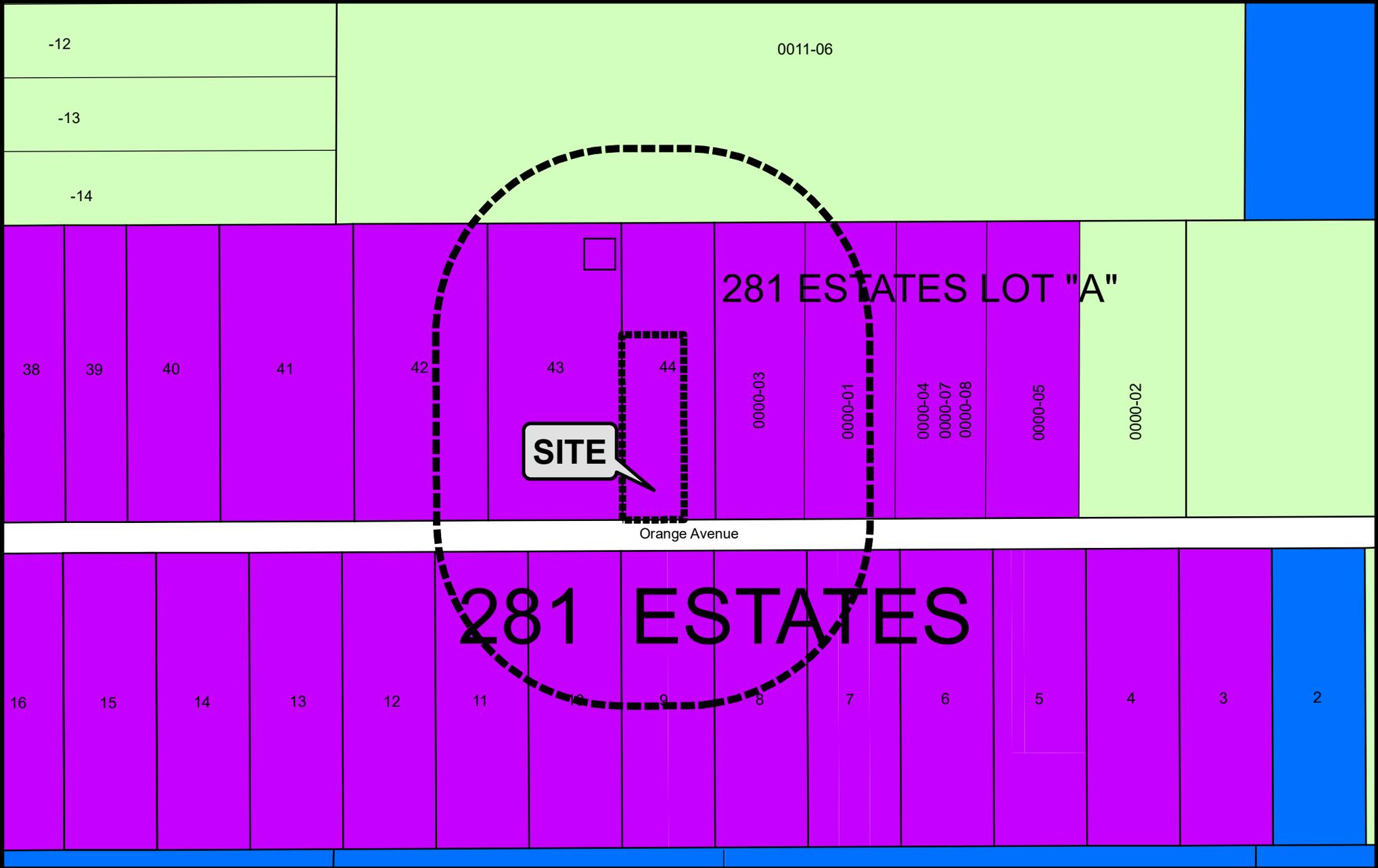
Legend

 Jorge Marin

**AERIAL PHOTO
JORGE MARIN**



THE CITY OF
DINBURG

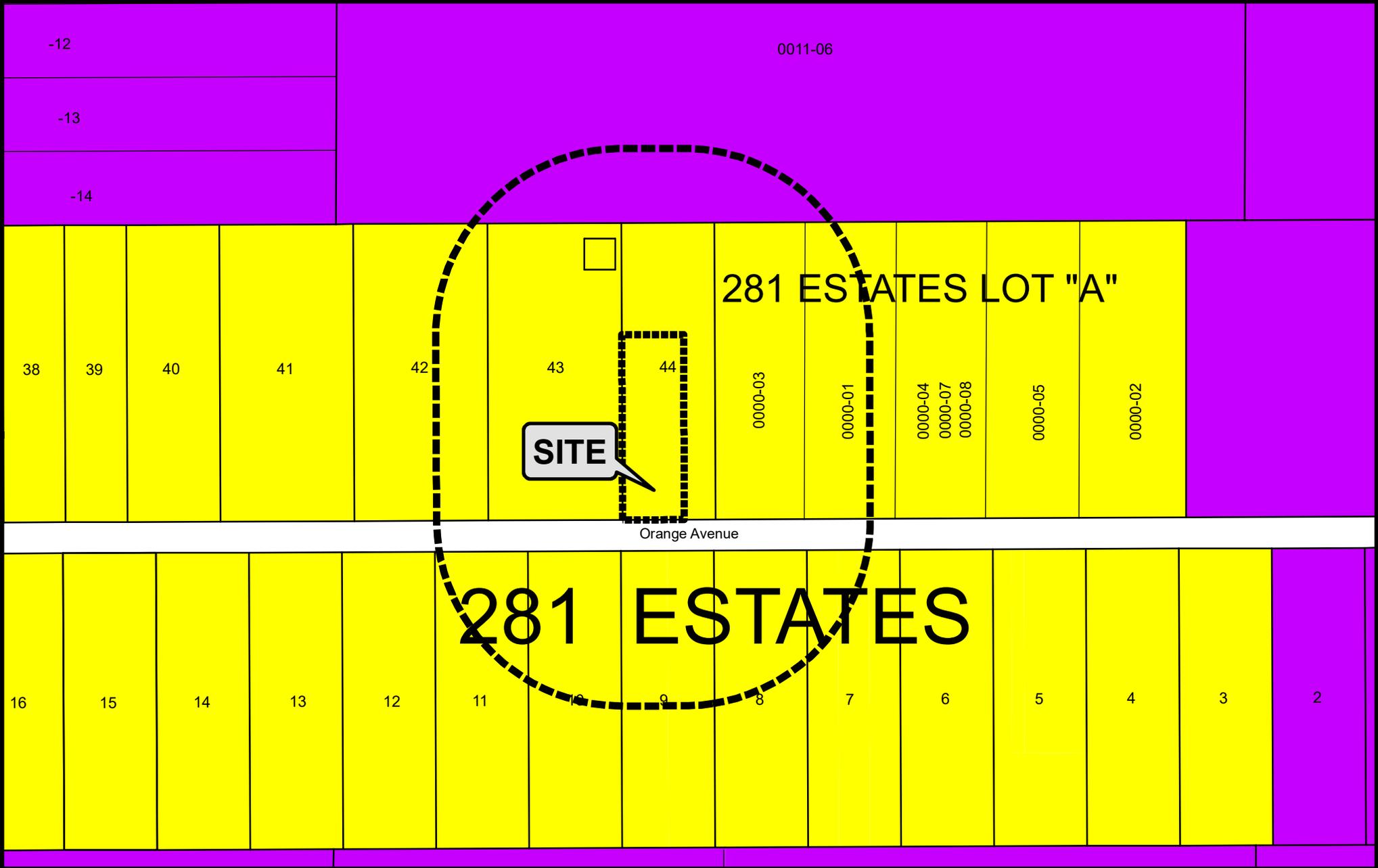


Legend

-  Jorge Marin
-  Commercial, General
-  Neighborhood Conservation 7.1
-  Commercial, Neighborhood
-  Neighborhood Conservation MH
-  Agriculture
-  Downtown District
-  Suburban Residential
-  Auto-Urban Residential
-  Industrial
-  Urban Center
-  Business Park
-  Neighborhood Conservation 5
-  Urban Residential
-  Urban University

COMPREHENSIVE PLAN AMENDMENT FROM SUBURBAN USES TO GENERAL COMMERCIAL USES AND THE REZONING REQUEST FROM NEIGHBORHOOD CONSERVATION (NC7.1) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING THE SOUTHWEST 1.65 ACRES OUT OF LOT 44, 281 ESTATES, LOCATED AT 603 WEST ORANGE DRIVE, REQUESTED BY JORGE MARIN.





FUTURE LAND USE

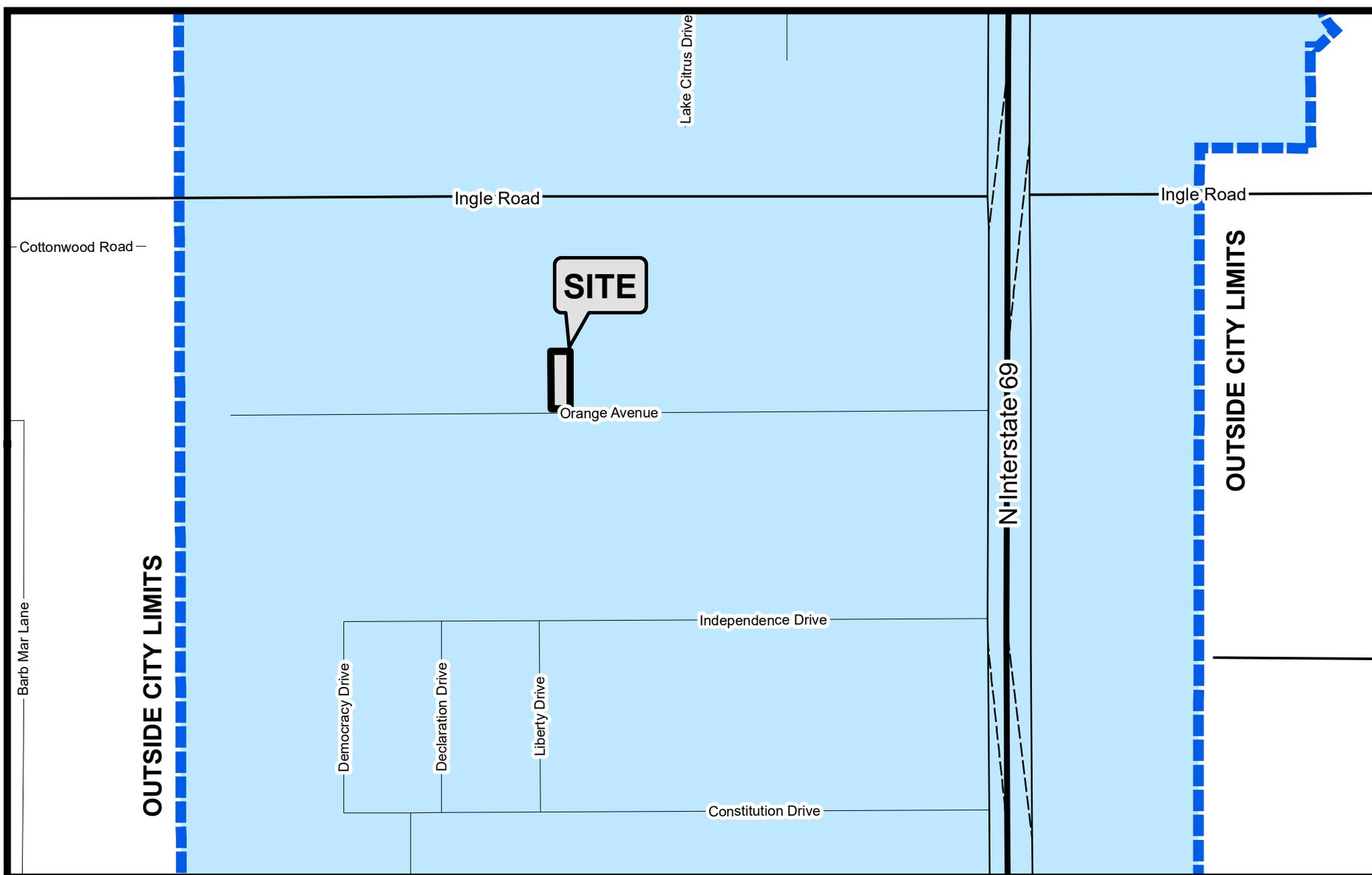
Legend

-  Jorge Marin
-  General Commercial
-  Office Business Park
-  Auto-Urban
-  Industrial
-  Suburban
-  Downtown District
-  Mobile Home
-  Urban
-  Neighborhood Commercial
-  Urban University

JORGE MARIN







Legend

-  Jorge Marin
-  City Limits

JORGE MARIN



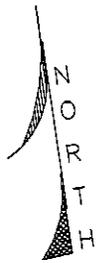


PEÑA ENGINEERING

FIRM #10087200 • 1001 WHITEWING • P.O. BOX 4320
(956) 682-8812 • McALLEN, TEXAS 78502 • FAX (956) 631-PENA

N.E.C. LOT 44

JORGE MARIN DOC. #2359689 O.R.



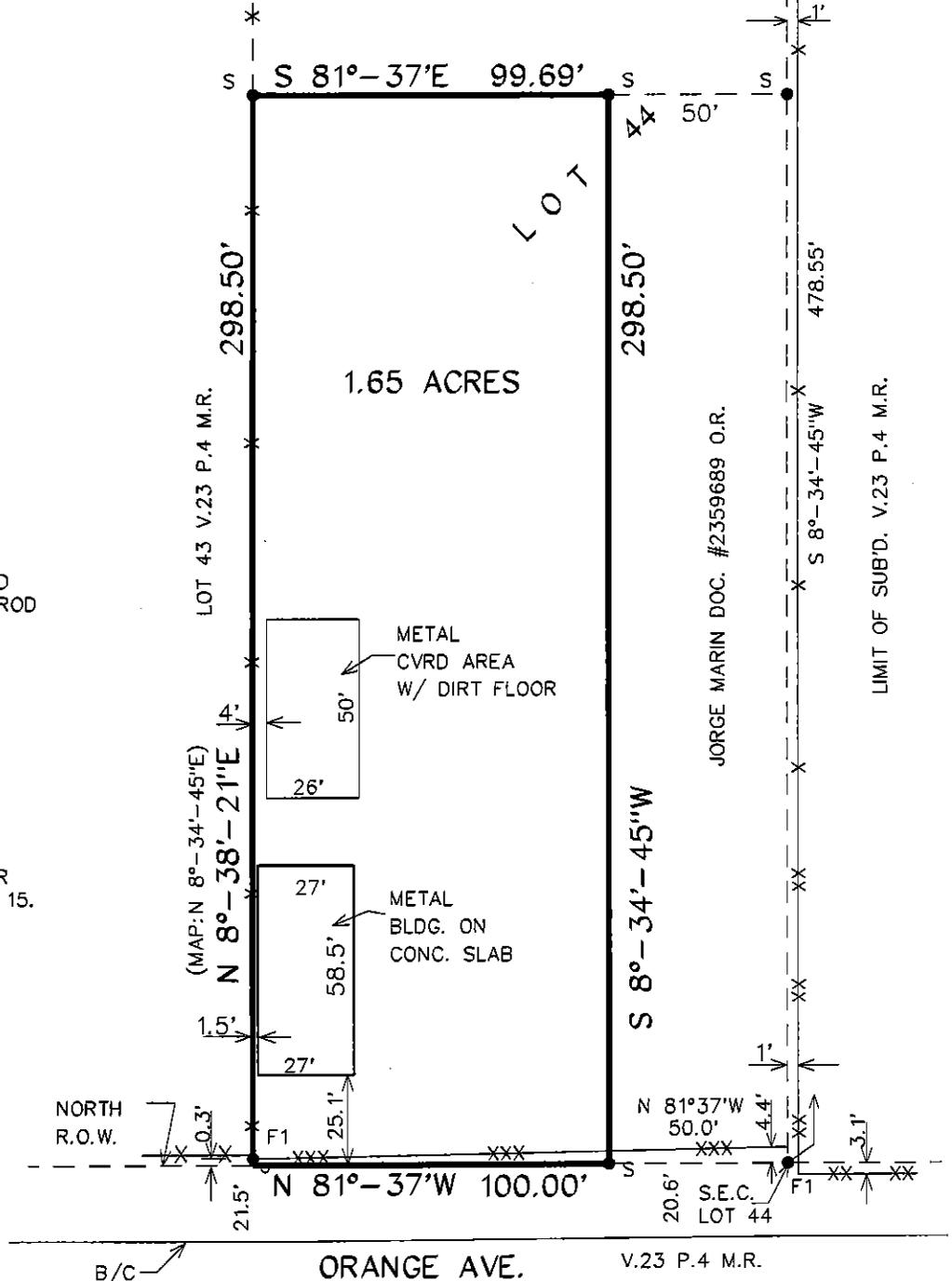
SCALE: 1"=50'
CAD5: 281ESTATES-44B
JOB: 57235

NOTE: BASIS OF BEARING
THE EAST LINE OF LOT
44, 281 ESTATES, V.23
P.4 M.R.

LEGEND

- F1-FOUND 1/2" DIAMETER IRON ROD
- F2 - FOUND 5/8" DIAMETER IRON ROD
- S - SET 1/2" DIAMETER IRON ROD
- R.O.W.- RIGHT OF WAY
- X-X- 5' HOGWIRE FENCE
- XX-XX- 6' CEDAR FENCE
- XXX-XXX- 6' CHAILINK FENCE
- o - POWER POLE

NOTE:
1.) STATUTORY EASEMENTS, RULES,
REGULATIONS AND RIGHTS IN FAVOR
OF SANTA CRUZ IRR. DISTRICT NO. 15.



BUYER'S NAME: Jorge Marin

FLOOD ZONE: By GRAPHICAL PLOTTING Community Panel Number 480338 0005 E
Map Revised: may 14, 2001

- Zone "AE" - This is to certify that this property is in a flood prone area.
- Zone "B" - This is to certify that this property is not in a flood prone area. However limits between the 100 year and 500 year flood are subject to flooding with average depths less than one foot.
- Zone "C" - This is to certify that this property is not in a flood prone area.

I certify that this plat represents the facts found on the ground at the time of survey and that there are no visible or apparent easements, discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or overlapping of improvements or visible easements except as shown on this plat. No subsurface utilities or service connections are shown, © copyright 2016 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named hereon, in conjunction with the original transaction which shall take place within 6 months after the survey was provided. No license has been created or implied copy this Survey. Survey valid only if print has original seal and signature.

ADDRESS: _____
LEGAL DESCRIPTION: A 1.65 acre tract of land out of Lot 44, 281 ESTATES,
Hidalgo County, Texas

ACCORDING TO THE MAP RECORDED IN VOLUME 23 PAGE 4
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Pablo Peña III

03/24/2016
DATE

PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242



COMPREHENSIVE PLAN AMENDMENT FROM SUBURBAN USES TO GENERAL COMMERCIAL USES AND THE REZONING REQUEST FROM NEIGHBORHOOD CONSERVATION (NC7.1) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING THE SOUTHWEST 1.65 ACRES OUT OF LOT 44, 281 ESTATES, LOCATED AT 603 WEST ORANGE DRIVE, REQUESTED BY JORGE MARIN.

PROP. ID. 659508
ARMANDO & IELEANE G PUENTE LIVING TRUST
5520 N 10TH ST
MCALLEN, TX. 78504-2713
LEGAL: SANTA CRUZ RANCH 20.13AC-N22.50AC LOT 11 20.13AC NET

PROP. ID. 310291
ECHAVARRIA JONTUE & VERONICA VILLARREAL
129 MESQUITE DR
SAN JUAN, TX. 78589
LEGAL: 281 ESTATES LOT 10

PROP. ID. 310292
FERGUSON CAROLYN LAVERNE
2901 W BUS 83 # 79
MCALLEN, TX. 78501
LEGAL: 281 ESTATES N307.45' LOT 11

PROP. ID. 310289
FLORES AMANCIO E
604 W ORANGE AVE
EDINBURG, TX. 78541-9332
LEGAL: 281 ESTATES LOT 8

PROP. ID. 527080
GARZA REBECCA GOMEZ
512 W ORANGE AVE
EDINBURG, TX. 78541-8302
LEGAL: 281 ESTATES E50' LOT 7 0.55AC NET

PROP. ID. 310323
GONZALEZ EDGAR M & AMY RAE
700 W ORANGE AVE
EDINBURG, TX. 78541-8361
LEGAL: 281 ESTATES LOT 42

PROP. ID. 310324
GONZALEZ GUSTAVO C & SAN JUANA
611 W ORANGE AVE
EDINBURG, TX. 78541-8345
LEGAL: 281 ESTATES LOT 43

PROP. ID. 310279
JOBE JACKIE R & JUNE C
RR 15 BOX 2105
EDINBURG, TX. 78541-9815
LEGAL: 281 ESTATES W146.77' LOT A 1.70AC GR 1.62AC NET

PROP. ID. 310277
K & A PROPERTIES LLC
212 W ORANGE AVE
EDINBURG, TX. 78541-5100
LEGAL: 281 ESTATES E146.77'-W293.54 LOT A 1.69AC GR 1.61AC NET

PROP. ID. 310325
MARIN JORGE
1307 TANGLEWOOD DR
EDINBURG, TX. 78539-7453
LEGAL: 281 ESTATES LOT 44

PROP. ID. 310288
RODRIGUEZ MIGUEL
1104 WEST KENNEDY
PHARR, TX. 78577
LEGAL: 281 ESTATES W50' LOT 7 0.55AC NET

PROP. ID. 310290
ZARATE HERALIO JR & CELESTINA C
610 W ORANGE AVE
EDINBURG, TX. 78541-9332
LEGAL: 281 ESTATES E75' LOT 9

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING THE SOUTHWEST 1.65 ACRES OUT OF LOT 44, 281 ESTATES, LOCATED AT 603 WEST ORANGE DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Neighborhood Conservation 7.1 (NC 7.1) District and the Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August, 2007. Such proposed amendment is to change the zoning of the southwest 1.65 acres out of Lot 44, 281 Estates, located at 603 West Orange Drive, Edinburg, Hidalgo County, Texas, from Neighborhood Conservation 7.1 (NC 7.1) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 10, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they denied the change in zoning of said property from one district to the other; and,

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on June 7, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

WHEREAS, having held said public hearing it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Neighborhood Conservation 7.1 (NC 7.1) District to Commercial, General (CG) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Neighborhood Conservation 7.1 (NC 7.1) District and adding it to the Commercial, General (CG) District.

SECTION II. That this Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Edinburg, Texas, relating to zoning of said City, specifically the Unified Development Code of the City of Edinburg, Texas its amendments and supplements and shall not operate to repeal any such ordinance or ordinances except insofar as the provisions of such ordinance or ordinances are inconsistent or in conflict with the provisions of this Ordinance, in which instance or instances, such provisions shall be and are hereby repealed; and that said property herein above described and herein zoned is hereby made subject to the definition of said District contained in said Unified Development Code and its amendments and supplements and to all other provisions of said Unified Development Code pertinent to the appropriate districts within the City of Edinburg, Texas, and that all other provisions of the above-described Ordinance shall remain in full force and effect.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of June, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:
PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF THE SOUTHWEST 1.65 ACRES OUT OF LOT 44, 281 ESTATES, LOCATED AT 603 WEST ORANGE DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Suburban Uses to General Commercial Uses; and,

WHEREAS, it appears that this development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the Suburban Uses in the surrounding area; and,

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements to the law have been met in the passing of this Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 3023 on October 4, 2005, is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for General Commercial Uses. The conditions that exist are:

- (1) Population growth requiring more General Commercial Uses;
- (2) Expansion and development of General Commercial Uses.

This area, because of Edinburg's growth, should be included in those portions of the City providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of June, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA, & THOMPSON, P.C.

By: _____
City Attorney

RMH/dmg-ordinances/Jorge marin-nc 7.1 to cg-6-7-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture (AG) District to Neighborhood Conservation 5 (NC 5) District, Being a 9.68 Acre Tract of Land Out of Lot 16, Section 244, Texas-Mexican Railway Company Survey, Located 1,600 Feet East of Closner Blvd., on the North Side of Russell Road, as Requested By Juan Salinas. [Jesus Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The developer is proposing to develop residential uses on the property located 1,600 Feet East of Closner Blvd., on the north side of Russell Road, being a 9.68 Acre Tract of Land Out of Lot 16, Section 244, Texas-Mexican Railway Company Survey. The City's Comprehensive Plan designation for this property is Auto-Urban uses and the approval of the rezoning request will allow residential uses on the subject property.

The property is currently zoned Agricultural (AG) District and is vacant. The applicant is planning to convert the lot into a single family residential development. The surrounding zoning in the area is Commercial General (CG) District to the North. Agriculture (AG) District to the West, East and to the South.

The request does comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to eight (8) neighboring property owners and received one comment against this request.

The Planning and Zoning Commission recommended with a vote of 5-2 to approve the Rezoning Request.

RECOMMENDATION:

Staff recommends approval of the Ordinance Providing for the Rezoning Request from Agriculture (AG) District to Neighborhood Conservation 5 (NC 5) District, being a 9.68 Acre Tract of Land Out of Lot 16, Section 244, Texas-Mexican Railway Company Survey, located 1,600 Feet East of Closner Blvd., on the north side of Russell Road. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R. Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/10/16
CITY COUNCIL – 06/07/16
DATE PREPARED – 05/06/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Agriculture (AG) District to Neighborhood Conservation 5 (NC 5) District

APPLICANT: Juan Salinas

AGENT: Quintanilla Headley and Associates

LEGAL: Being a 9.68 Acre Tract of Land Out of Lot 16, Section 244, Texas-Mexican Railway Company Survey

LOCATION: 1,600 Feet East of Closner Blvd., on the north side of Russell Road

LOT/TRACT SIZE: 9.68 acres

CURRENT USE OF PROPERTY: Vacant

PROPOSED USE OF PROPERTY: Neighborhood Conservation (NC 5)

EXISTING LAND USE/ North – Commercial General (CG) District
ADJACENT ZONING: South – Agriculture (AG) District
East – Agriculture (AG) District
West – Agriculture (AG) District

LAND USE PLAN DESIGNATION: Auto-Urban Uses

ACCESS AND CIRCULATION: This property has access onto East Russell Road.

PUBLIC SERVICES: Public utilities are readily available to serve the site.

RECOMMENDATION: Staff recommends approval of the Rezoning Request. A comprehensive evaluation is on the following page(s).

**REZONING REQUEST
JUAN SALINAS**

EVALUATION

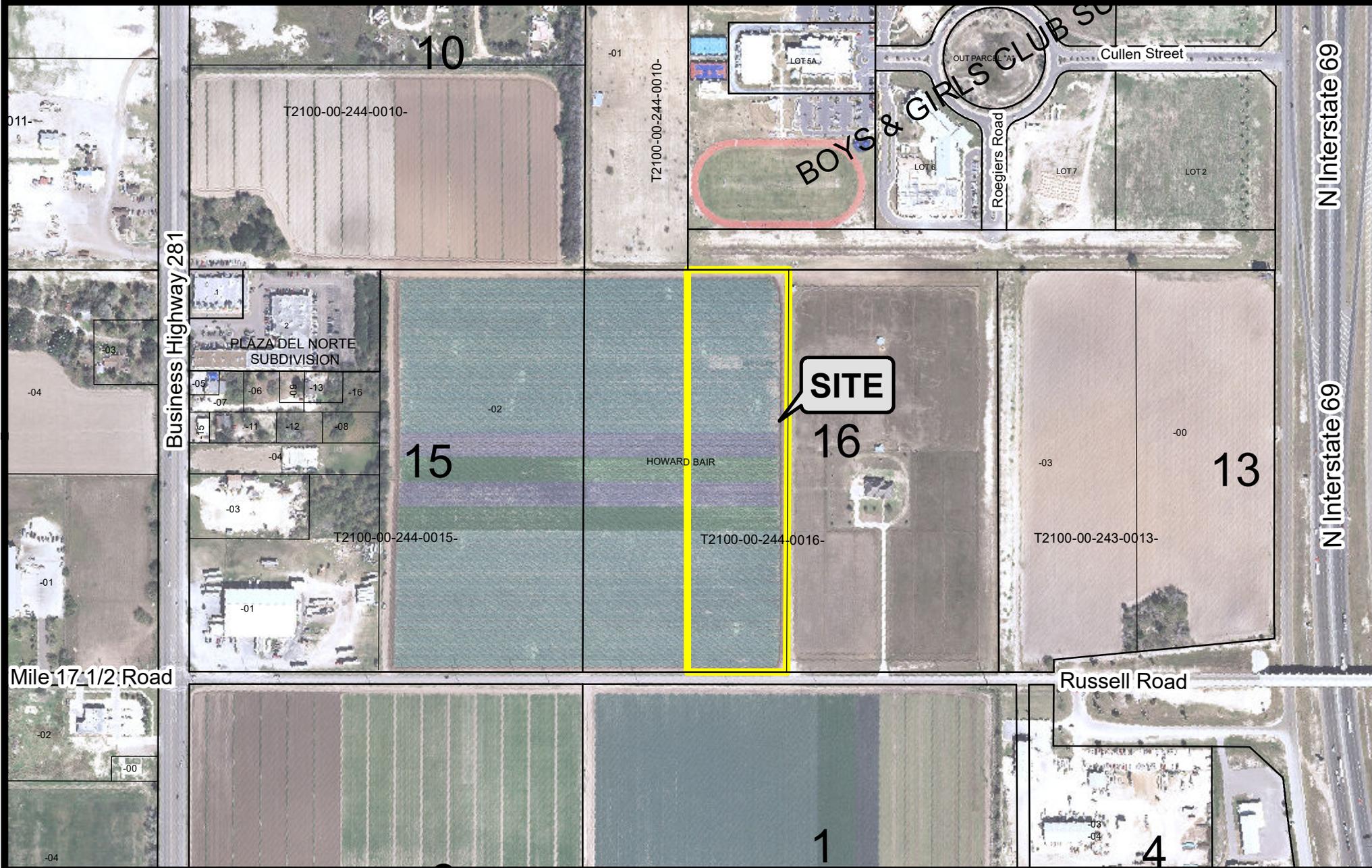
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Auto-Urban Uses.
2. The land use pattern for this area of the community consists of Agriculture uses.
3. The applicant is proposing Residential Uses at this location.

Staff recommends approval of the rezoning request from Agriculture (AG) District to Neighborhood Conservation 5 (NC 5) District. If approved, the proposed residential development would need to comply with the City's architectural standards, building, fire, parking, landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to eight (8) neighboring property owners and received one comment against this request at the time of the report.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Preliminary Site Plan
Site Survey
Site Map
List of neighboring property owners receiving notice



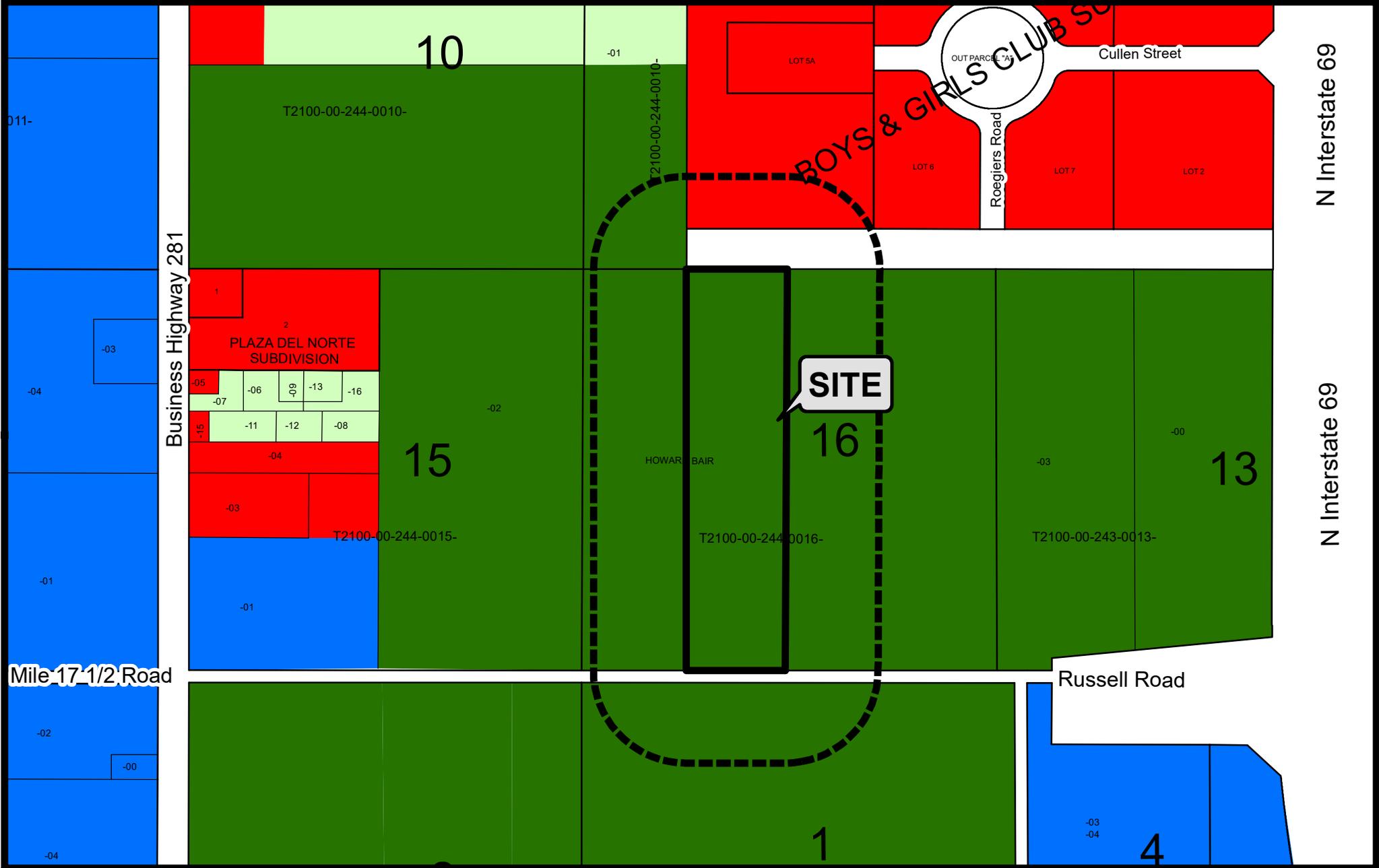
Legend

 Juan Salinas

AERIAL PHOTO

JUAN SALINAS



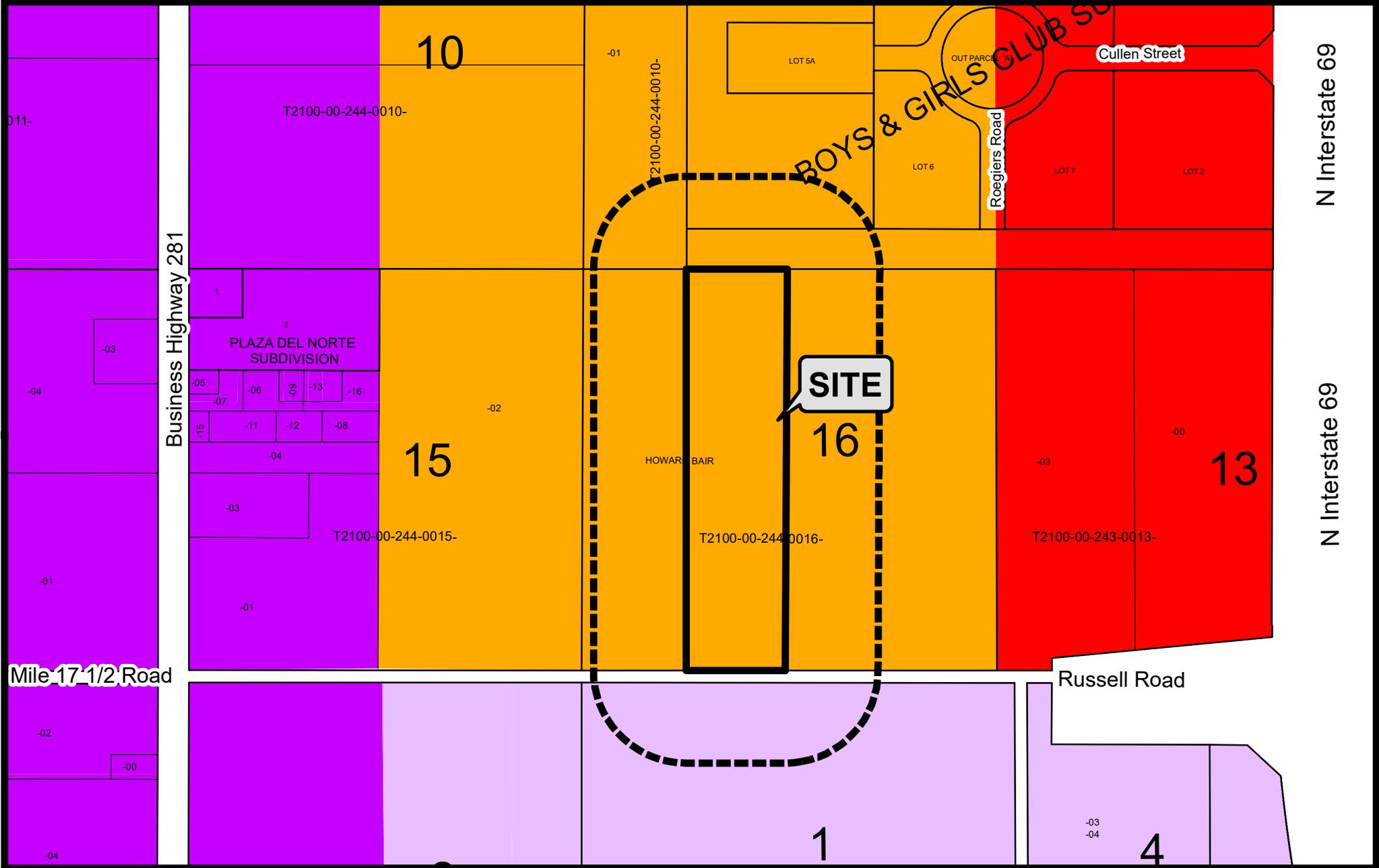


Legend

- | | | |
|------------------------|-----------------------------|-------------------------------|
| Juan Salinas | Commercial, General | Neighborhood Conservation 7.1 |
| 300' Notification | Commercial, Neighborhood | Neighborhood Conservation MH |
| Agriculture | Downtown District | Suburban Residential |
| Auto-Urban Residential | Industrial | Urban Center |
| Business Park | Neighborhood Conservation 5 | Urban Residential |
| | | Urban University |

THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO NEIGHBORHOOD CONSERVATION 5 (NC 5) DISTRICT, BEING A 9.68 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED 1,600 FEET EAST OF CLOSER BLVD. ON THE NORTH SIDE OF RUSSELL ROAD, AS REQUESTED BY JUAN SALINAS.





FUTURE LAND USE

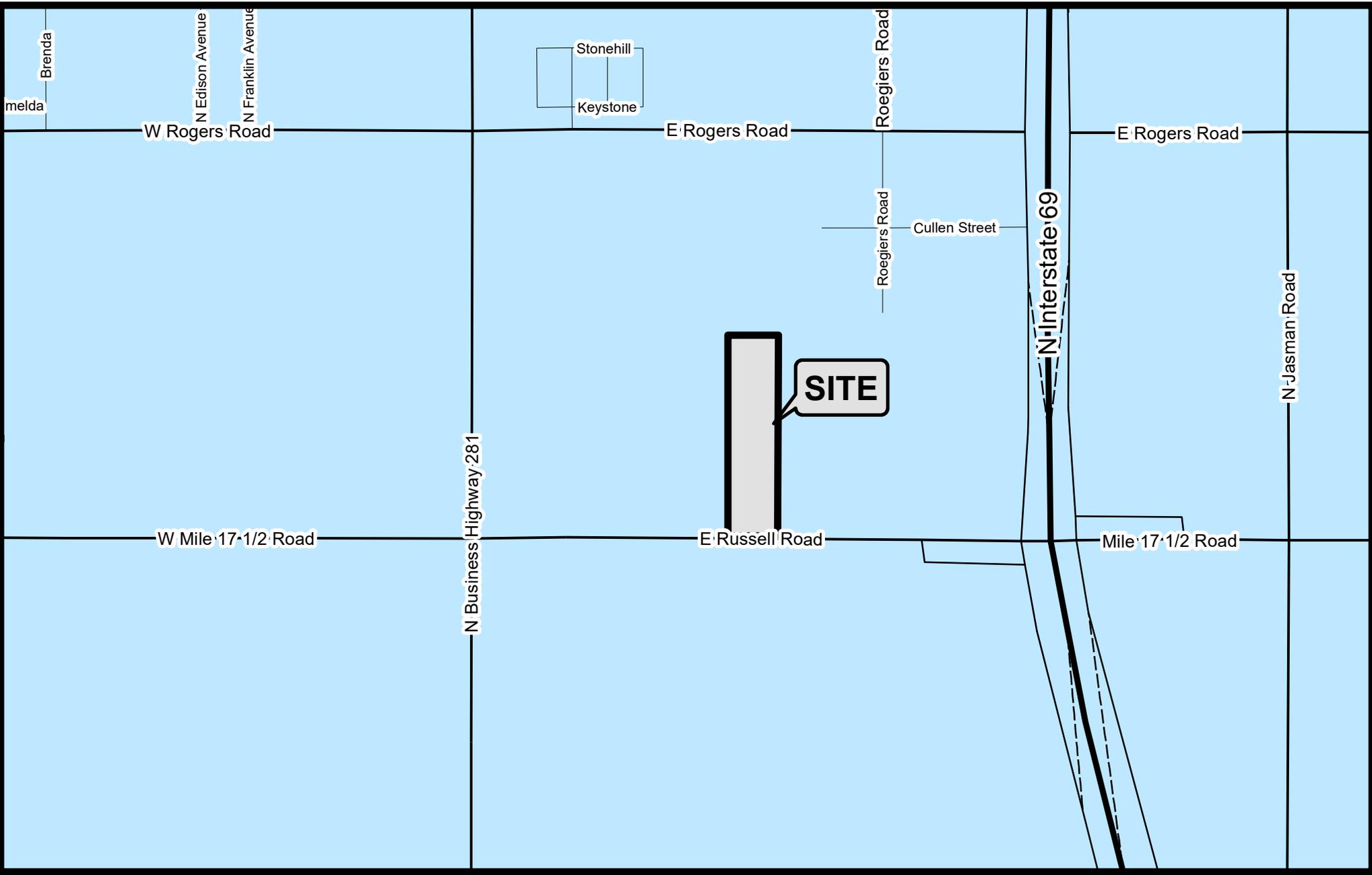
Legend

Juan Salinas 300' Notification	General Commercial	Office Business Park
Auto-Urban	Industrial	Suburban
Downtown District	Mobile Home	Urban
Neighborhood Commercial	Urban University	

JUAN SALINAS







Legend

-  Juan Salinas
-  City Limits

JUAN SALINAS



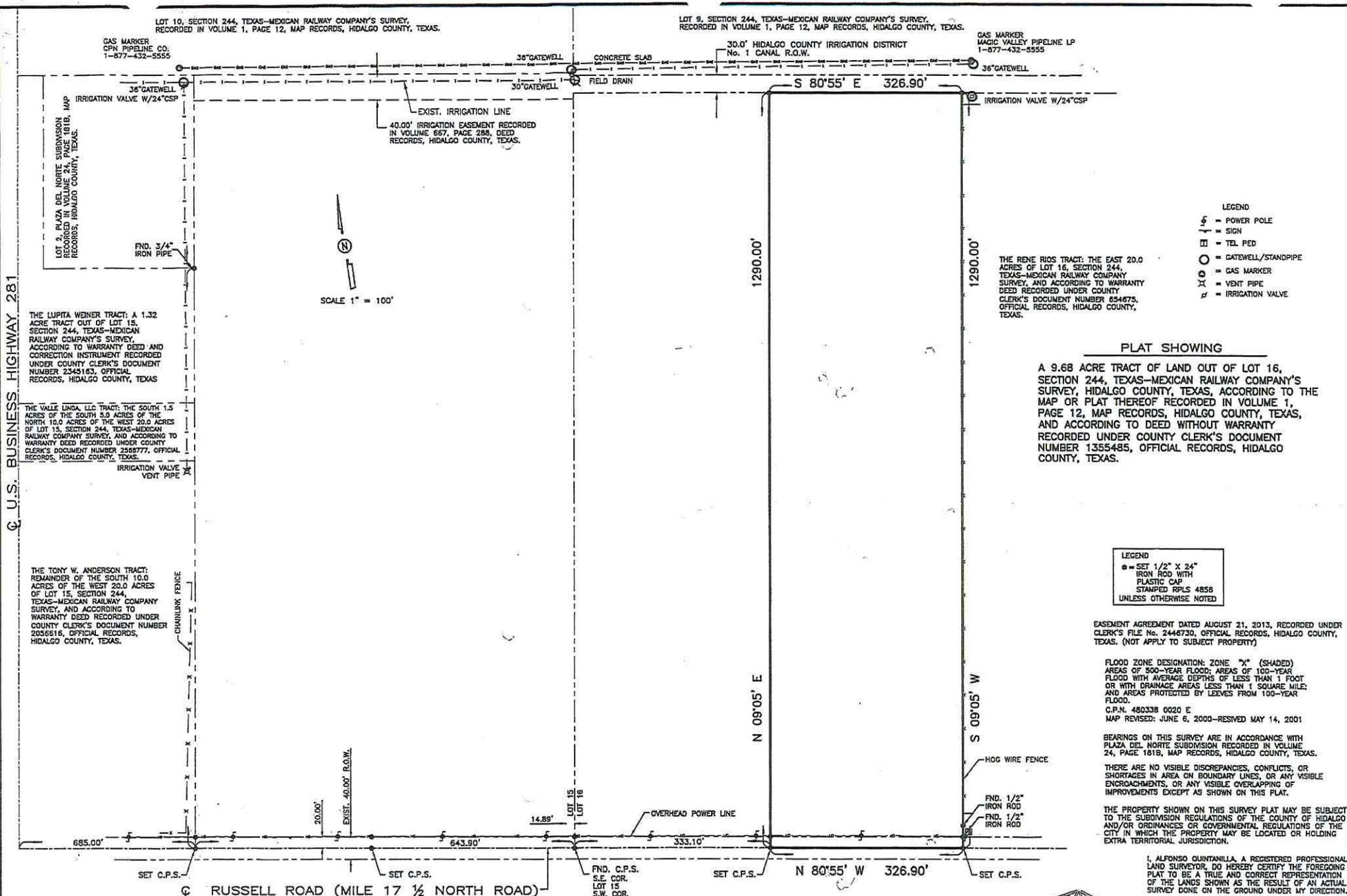
LOT 10, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LOT 9, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS.

GAS MARKER
CPN PIPELINE CO.
1-877-432-5555

GAS MARKER
HAGG VALLEY PIPELINE LP
1-877-432-5555

30.0' HIDALGO COUNTY IRRIGATION DISTRICT
No. 1 CANAL R.O.W.



- LEGEND
- ⊕ = POWER POLE
 - ⊙ = SIGN
 - ⊞ = TEL PED
 - ⊙ = GATEWELL/STANDPIPE
 - ⊙ = GAS MARKER
 - ⊙ = VENT PIPE
 - ⊙ = IRRIGATION VALVE

THE RENE RIOS TRACT: THE EAST 20.0 ACRES OF LOT 16, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 654675, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PLAT SHOWING

A 9.68 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1355485, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

- LEGEND
- ⊙ = SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858 UNLESS OTHERWISE NOTED

EASEMENT AGREEMENT DATED AUGUST 21, 2013, RECORDED UNDER CLERK'S FILE No. 244-4730, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (NOT APPLY TO SUBJECT PROPERTY)

FLOOD ZONE DESIGNATION: ZONE "X" (SHADED) AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEAVES FROM 100-YEAR FLOOD.
C.P.N. 480338 0020 E
MAP REVISED: JUNE 6, 2000-REVISED MAY 14, 2001

BEARINGS ON THIS SURVEY ARE IN ACCORDANCE WITH PLAZA DEL NORTE SUBDIVISION RECORDED IN VOLUME 24, PAGE 181B, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

VOL. 1 PAGE 12
SURVEYED AUGUST 31, 2015
ADDRESS _____
OWNER W.W. ESCOBEDO, L.P.
JOB No. G.F. No. 903055
BOOK No. PAGE _____



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-381-8480
EDINBURG, TEXAS 78539 FAX 956-381-0527



Alfonso Quintanilla
ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4858

Z:\data\SUBDIVISIONS\11-PRELIMINARY\Ferret Runnels\Russell Road Property\115244TDXMEX

THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO NEIGHBORHOOD CONSERVATION 5 (NC 5) DISTRICT, BEING A 9.68 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANYS SURVEY, LOCATED 1,600 FEET EAST OF CLOSNER BLVD., ON THE NORTH SIDE OF RUSSELL ROAD, AS REQUESTED BY JUAN SALINAS.

PROP. ID. 578292
DE LEON HECTOR R & KARLA M
2406 ANNETTE AVE
EDINBURG, TX. 78542
LEGAL: TEX-MEX SURVEY E20.AC SEC 244 LOT 16 20.0AC GR 19.69AC NET

PROP. ID. 295517
EIA PROPERTIES LTD
PO BOX 118
EDINBURG, TX. 78540-0118
LEGAL: TEX-MEX SURVEY LOT 1 & E1/2-LT 2 & N15.28AC-W1/2-LT 2 SEC 241 75.28AC GR 73.35AC NET

PROP. ID. 20407564
IDEA PUBLIC SCHOOLS
505 ANGELITA DR
WESLACO, TX. 78599-8693
LEGAL: BOYS & GIRLS CLUB LOT 4 6 & 7

PROP. ID. 295820
LUBIN LORENA
422 E ROGERS RD
EDINBURG, TX. 78541
LEGAL: TEX-MEX SURVEY LOT 9 SEC 244 E285'-W330' 8.44 AC GR 8.02 AC NET

PROP. ID. 295846
STAG HOLDINGS LTD
PO BOX 118
EDINBURG, TX. 78540-0118
LEGAL: TEX-MEX SURVEY E19.52AC LOT 15 & S19.55AC-W20AC LOT 16 BLK 244 39.07AC

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE (AG) DISTRICT TO NEIGHBORHOOD CONSERVATION 5 (NC 5) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 9.68 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED 1,600 FEET EAST OF CLOSNER BLVD., ON THE NORTH SIDE OF RUSSELL ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture (AG) District and the Neighborhood Conservation 5 (NC 5) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 6th day of August, 2007. Such proposed amendment is to change the zoning of a 9.68 acre tract of land out of Lot 16, Section 244, Texas-Mexican Railway Company Survey, located 1,600 feet east of Closner Blvd., on the north side of Russell Road, Edinburg, Hidalgo County, Texas, from Agriculture (AG) District to Neighborhood Conservation 5 (NC 5) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing held before said Planning and Zoning Commission, on May 10, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code of a public hearing to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on June 7, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the Code of Ordinances of the City of Edinburg and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture (AG) District to Neighborhood Conservation 5 (NC 5) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture (AG) District and adding it to the Neighborhood Conservation 5 (NC 5) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the

City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of June, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/dmg-ordinances/juan salinas-ag to nc 5-6-7-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On Premise Consumption of Alcoholic Beverages for Late Hours for a Bar and Night Club, Being Lots 3 & 4, Block 251, Edinburg Original Townsite, Located at 306 E. University Dr., as Requested by Yusleidy Diaz. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is requesting the City's approval for a Night Club to be opened during late hours and to be able to sell beer, wine, and mixed beverages at 306 E. University Drive, Being Lots 3 & 4, Block 251, Edinburg Original Townsite. The proposed days and hours of operation would be Tuesday through Sunday from 9:00 p.m. to 2:00 a.m.

The property is currently zoned Downtown (D) District and the surrounding zoning is Downtown (D) District to East, West, South and North. The applicant is requesting this special use permit to sell alcohol at the aforementioned location.

Staff mailed a notice of the Public Hearing before the Planning & Zoning Commission Meeting to thirty-two (32) neighboring residents and received one comment against this request at the time of this report.

The Planning and Zoning Commission recommended with a vote of 7-0 to approve the request for On-Premise Consumption of Alcoholic Beverages.

RECOMMENDATION:

Staff is recommending approval of the Special Use Permit. The location where the applicant proposes the business is a commercial property and this type of use is allowed within the district.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/10/16
CITY COUNCIL – 06/07/16
DATE PREPARED – 05/5/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Special Use Permit for the On-Premise Consumption of Alcoholic Beverages for (Late Hours) for a Night Club

APPLICANT: Yusleidy Diaz

AGENT: N/A

LEGAL: Lots 3 & 4, Block 251, Edinburg Original Townsite

LOCATION: 306 E. University Drive

LOT/TRACT SIZE: appx: 14,200 sq. ft.

CURRENT USE OF PROPERTY: Rental Establishment

PROPOSED USE OF PROPERTY: Night Club

**EXISTING LAND USE/
ADJACENT ZONING:** North - Downtown (D) District
South - Downtown (D) District
East - Downtown (D) District
West - Downtown (D) District

LAND USE PLAN DESIGNATION: Downtown Uses

ACCESS AND CIRCULATION: This property has access to State Highway 107, a four (4) lane divided highway.

PUBLIC SERVICES: Public utilities are readily available to serve the site.

RECOMMENDATION: Staff recommends approval of the special use permit for late hours. A comprehensive evaluation is on the following page(s).

**SPECIAL USE PERMIT
YUSLEIDY DIAZ**

EVALUATION

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Downtown District.
2. The surrounding land uses consist of commercial land uses, and urban residential uses.
3. The proposed days and hours of operation would be Tuesday through Sunday from 9:00 p.m. to 2:00 a.m.
4. Staff mailed a notice of the public hearing on this request to thirty-two (32) property owners and received one comment against this request.
5. The on-premise consumption of alcoholic beverages, a change in applicant, and change in type of alcoholic beverage license requires a special use permit for this type of business.

The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for the on-premise consumption of beer and wine. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

Staff recommends approval of the special use permit for the on-premise consumption of alcoholic beverages at this location. If the permit is approved, staff recommends the following conditions:

Conditions for approval:

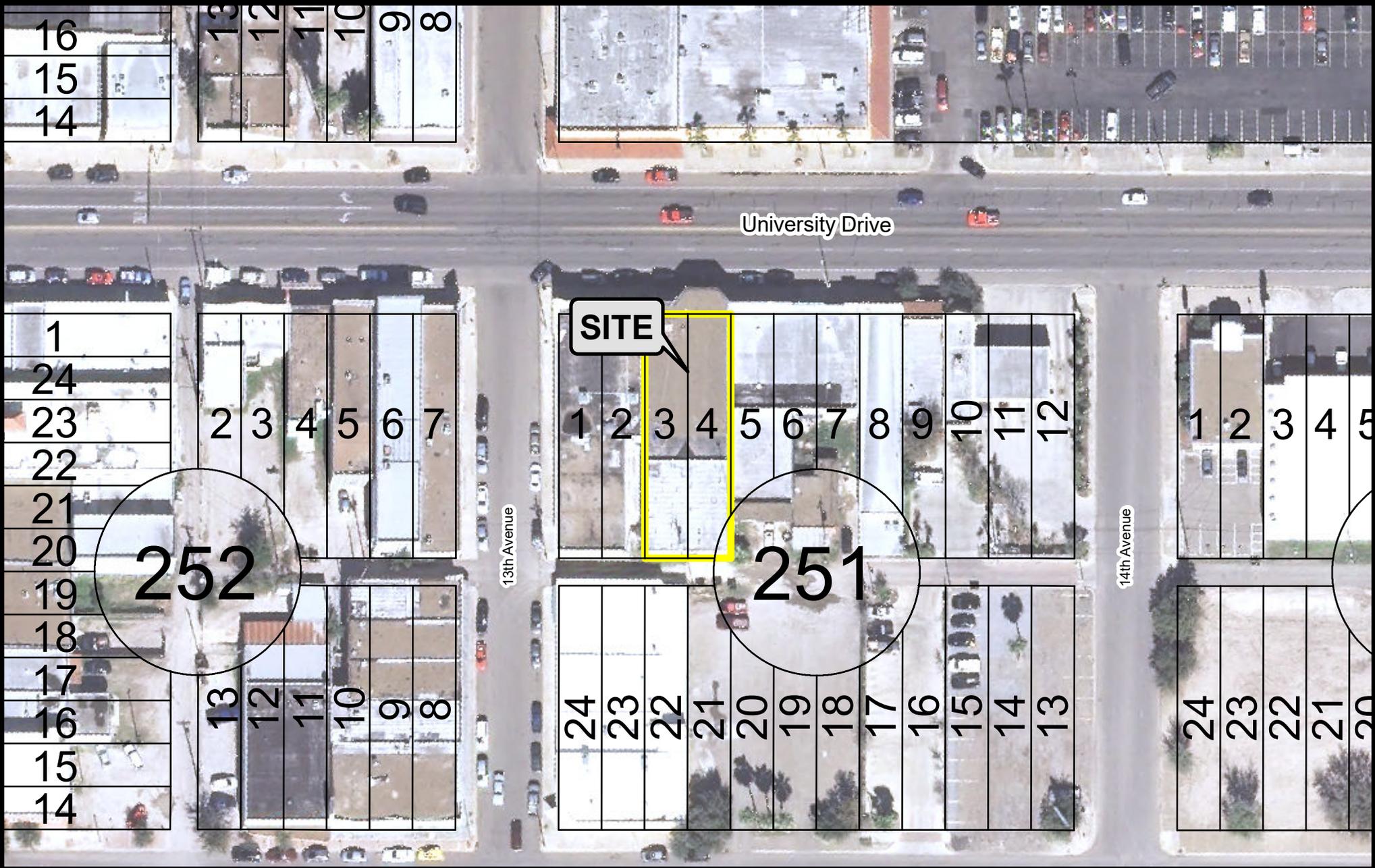
1. An application to renew the special use permit must be filed by **May 01, 2017**. The request will be presented to the Planning and Zoning Commission and City Council. A status report will be presented indicating compliance or non-compliance with all City codes, providing neighboring property or business owner's input and police reports from the operation of the proposed bar during late hours.
2. The applicant complies with the hours of operation for the on-premise consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.

**SPECIAL USE PERMIT
YUSLEIDY DIAZ**

4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking spaces, paving of parking lot, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The special use permit may be revoked at any time by the Planning and Zoning Commission and City Council for any violations of City and TABC regulations.
7. The applicant must abide by City of Edinburg Smoking Ordinance Chapter 94. Any violations noted will be presented to the Planning and Zoning Commission and City Council.

ATTACHMENTS: Zoning Map
Aerial Map
Proposed Floor Plan
Photo of the Location
List of property owners receiving notice

NOTICES MAILED: April 29, 2016

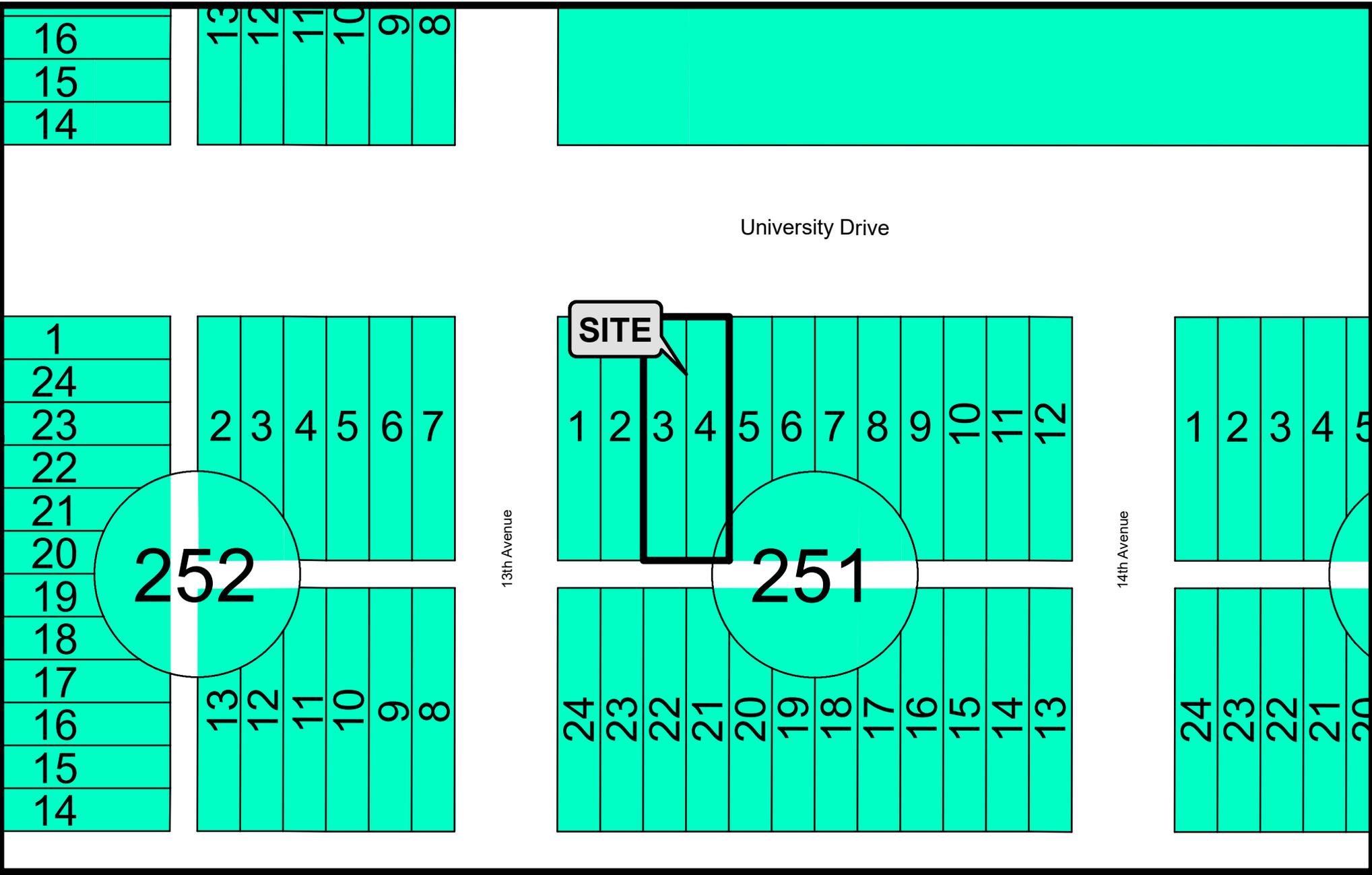


Legend

 Yusleidy Diaz

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING LOTS 3 & 4, BLOCK 251, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 306 E. UNIVERSITY DR., AS REQUESTED BY YUSLEIDY DIAZ.





Legend

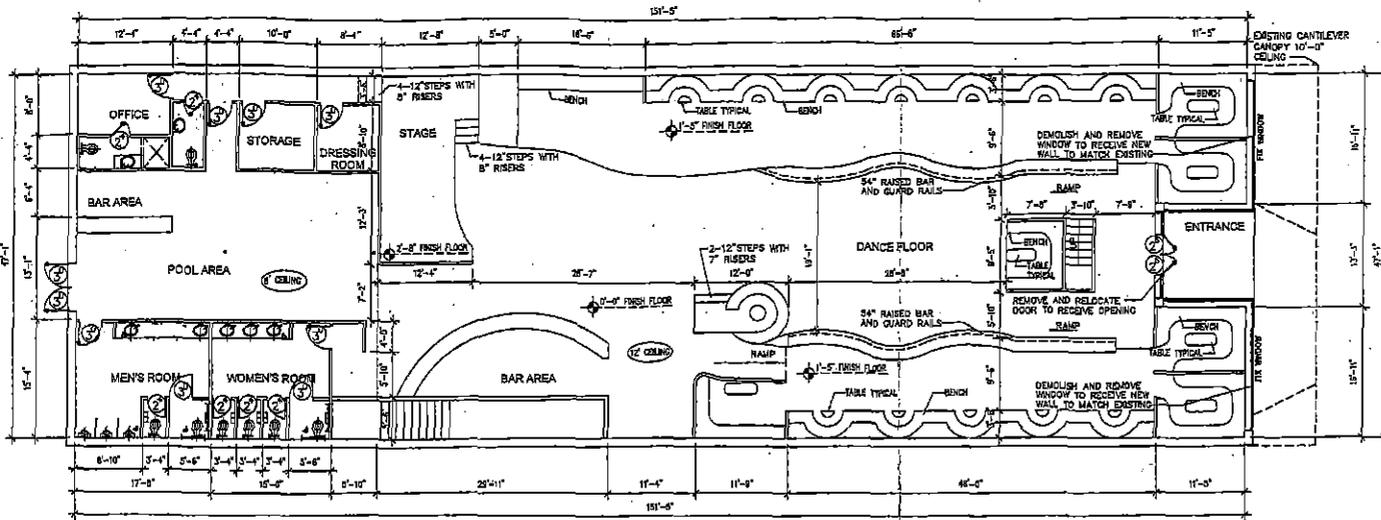
- | | | |
|------------------------|-------------------------------|------------------------------|
| Yusleidy Diaz | Commercial, Neighborhood | Neighborhood Conservation MH |
| Agriculture | Downtown District | Suburban Residential |
| Auto-Urban Residential | Industrial | Urban Center |
| Business Park | Neighborhood Conservation 5 | Urban Residential |
| Commercial, General | Neighborhood Conservation 7.1 | Urban University |

ZONING

JUSLEIDY DIAZ







1 EXISTING 1ST FLOOR PLAN

SCALE: 1/8" = 1'-0"
 EXISTING BUILDING 6,974 SQ.FT.
 EXISTING ENTRANCE 130 SQ.FT.
 TOTAL EXISTING SLAB 7,104 SQ.FT.

NOTE: FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS.

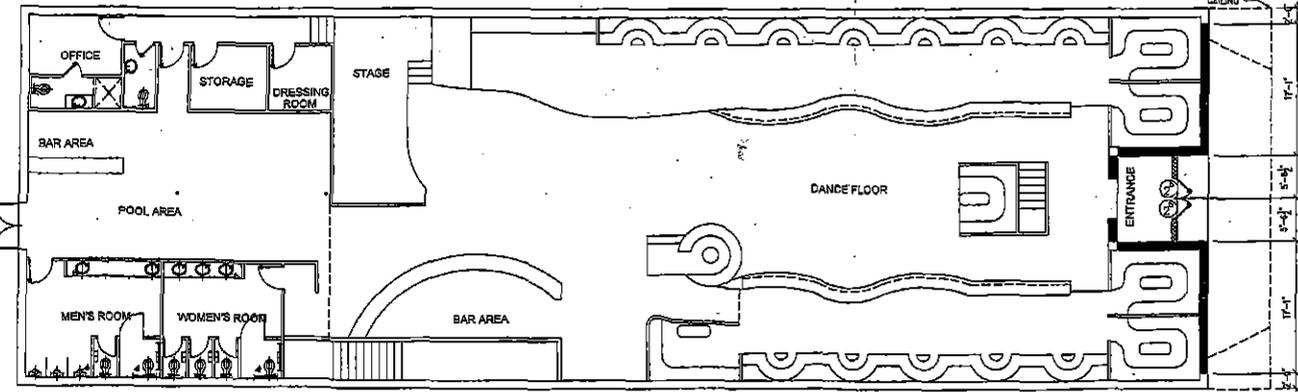


3 EXISTING ROOF PLAN

SCALE: 1/8" = 1'-0"
 NOTE: FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS.



4 PROPOSED 1ST FLOOR PLAN



2 PROPOSED 1ST FLOOR PLAN

SCALE: 1/8" = 1'-0"
 EXISTING BUILDING 7,104 SQ.FT.

EXISTING ROOF PLAN

SCALE: 1/8" = 1'-0"
 NOTE: FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS.

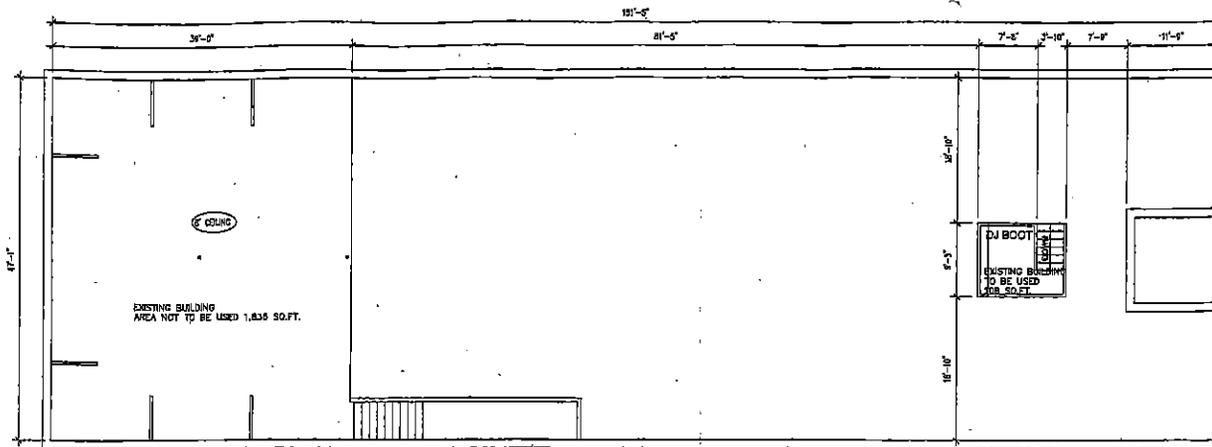


PROJECT F. BOSONI
 DRAWN BY: SANCHEZ
 CHECKED BY: JC
 REVISION: L. JOK
 DATE: 11/10/17

VIBURNIGHTCLUB
 306 E. University
 PROJECT: 1101 S. BLOOMINGDALE UNIVERSITY DRIVE, ENRIENBURG, TEXAS
 OWNER: ROLANDO CASTILLO

Sánchez **García**
 DESIGN SERVICES
 Enrique "Ricky" Sánchez, Certified Drafter
 Donna, Texas 78537 Tel: (956) 472-3788. ensadesignservices@yahoo.com

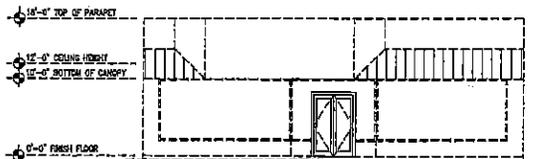
SHEET 1 of 2



1
EXISTING 2ND FLOOR PLAN

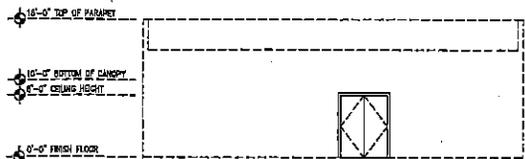
SCALE: 1/8" = 1'-0"

NOTE:
FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS.



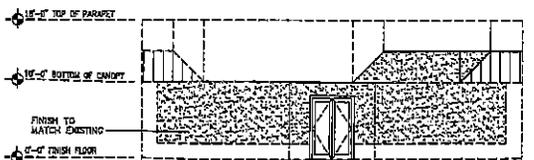
2
EXISTING FRONT ELEVATION

SCALE: 1/8" = 1'-0"



3
EXISTING REAR ELEVATION

SCALE: 1/8" = 1'-0"



4
PROPOSED FRONT ELEVATION

SCALE: 1/8" = 1'-0"

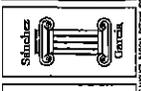
NOTE:
SCALE ON 22"x34" SET IS AS NOTED
AND ON 11"x17" IS HALF THE SIZE

COPYRIGHT NOTICE: SANCHEZ GARCIA DESIGN SERVICES, THIS PLAN IS PROTECTED UNDER THE FEDERAL COPYRIGHT LAWS. THE ORIGINAL PURCHASER OF THIS PLAN IS AUTHORIZED TO CONSTRUCT ONE AND ONLY ONE HOME USING THIS PLAN. REUSE OF THIS PLAN IS PROHIBITED. THESE DOCUMENTS ARE A LEGAL OFFERING BY A LICENSED ARCHITECT. ANY REUSE OR MODIFICATION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF SANCHEZ GARCIA DESIGN SERVICES IS PROHIBITED.

PROJECT # 202309
DRAWING NO. 202309-001
DATE 08/23/23
CREATED BY JX
REVISION:
1. 200
2. 200
3. 200
4. 200

VUDU NIGHT CLUB
PROJECT: LOT 3 BLOCK 283 DEBARRING ORIGINAL TOWN SITE EMBURGO, TEXAS
OWNER: **ROLANDO CASTILLO**

Sánchez Garcia
DESIGN SERVICES
Enrique "Ricky" Sánchez, Certified Draftsman
Doma, Texas 78537 Tel: (956) 472-3758 ensanche@sgdservices@yahoo.com



2 of 2
SHEET

Yusleidy Diaz
1919 N. 83 St.
Edinburg, Tx 78542

April 18, 2016

City of Edinburg
415 W. University Dr.
Edinburg, Tx 78542

To Whom it May Concern:

I'm submitting this letter of intent to get the license for alcohol in the following address: 306 E. University Dr. Edinburg, Tx 78541. This letter is for the intent of selling alcohol in the above address.

This business is a related to a night club entertainment. The night club will offer different entertainment every single day. For example, one day I'm offering country music and other days will be international music. One day we are offering Cuban music. We also going to have shows. On the second floor we will have pool tables.

The night club will not only sale alcohol but will sell appetizer. Some appetizers would include chicken wings, peanuts, cheese with olives and cheese with hams.

For the safety of our clients we will have security cameras. For the safety of the place we have professional security guards from a security guard agency.

In case of emergency, we have an evacuation plan. We have two exit door. And the second floor have two stairs ways. We also have the intent to provide training to our employees to help our client exit the building.

Sincerely,

Yusleidy Diaz

4-12-16

To whom it may concern,

Please allow this letter to serve as permission given to who is leasing location at 306 E. University.

I am the owner of property & building at said location. If you have any question please feel free to contact me at 986-534-3068.

Vicky Chmielowski

Vicky Chmielowski

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING LOTS 3 & 4, BLOCK 251, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 306 E. UNIVERSITY DR., AS REQUESTED BY YUSLEIDY DIAZ.

PROP. ID. 165160
2M PROPERTIES LTD
PO BOX 100
EDINBURG, TX. 78540-0100
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 1 THRU 8 & 19 THRU 24 BLK 2

PROP. ID. 164876
512 REAL ESTATE INVESTMENTS LLC
1400 S 12TH AVE
EDINBURG, TX. 78539
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 2 THRU 7 BLK 233

PROP. ID. 165034
ALMAGUER ANDREW L
1608 N SUGAR RD
EDINBURG, TX. 78541-9706
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 2-3 BLK 252

PROP. ID. 684310
ARCAUTE JOSE DBA ARC INVESTMENTS
604 COMEDY LN
EDINBURG, TX. 78542-1935
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 5 BLK 252

PROP. ID. 165024
BENEFICIAL DISTRIBUTING CO INC
316 E UNIVERSITY DR
EDINBURG, TX. 78539-3550
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 5 6 & 7 BLK 251

PROP. ID. 165031
BUZBEE FAMILY LIMITED PARTNERSHIP
1722 RIVER OAKS BLVD
HOUSTON, TX. 77019
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 18-19-20-21 BLK 251

PROP. ID. 164886
B-Y EDINBURG CENTER LTD
4629 MACRO
SAN ANTONIO, TX. 78218-5420
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1-2-3-22-23-24 BLK 234

PROP. ID. 693797
CANALES MELISSA & JUAN R ALVAREZ
2005 ASHLEY DR
WESLACO, TX. 78596-4221
LEGAL: EDINBURG ORIGINAL TOWNSITE - LOT 19 BLK 252

PROP. ID. 165154
CARLSON JAMES JOHN & MARK STEPHEN & WILLAIM RICHARD
13500 STAGS LEAP
EDINBURG, TX. 78541-7096
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 THRU 11 BLK 277

PROP. ID. 165161
CAVAZOS JAIME J
1910 N MONMACK RD
EDINBURG, TX. 78541-6272
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9-10 & 14-18 BLK 278

PROP. ID. 165022
CHMIELOWSKI FRANK & VICKY
303 E UNIVERSITY DR
EDINBURG, TX. 78539-3549
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 1-2 BLK 251

PROP. ID. 165032
CORE CHRIS
124 CHARTWELL CRESCENT
BEACONFIELD QUE H9H-1C3
CANADA, .
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 22-23-24 BLK 251

PROP. ID. 165038
EGEMBA CHRISTIAN I & MARIA O
8604 W GILMORE AVE
LAS VEGAS, NV. 89129-7684
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 8-9-10 BLK 252

PROP. ID. 693796
ESQUIVEL ROEL
201 AUTUMN CHASE AVE
EDINBURG, TX. 78541-9439
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 18 BLK 252

PROP. ID. 165033
GAINES RUTH K
C/O DOROTHY CHAPAPAS TR
8700 N TAYLOR RD
MCALLEN, TX. 78504-8842
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 1 & 24 BLK 252

PROP. ID. 164881
GARCIA FELIPE JR
201 E UNIVERSITY DR
EDINBURG, TX. 78539-3547
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 16-17 BLK 233

PROP. ID. 165040
GONZALEZ RICARDO
124 S 12TH AVE
EDINBURG, TX. 78539-4502
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 14-15 BLK 252

PROP. ID. 164877
HERON RENTALS LLC
PO BOX 1786
EDINBURG, TX. 78540-1786
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 8-9 BLK 233

PROP. ID. 164878
HIDALGO PUBLISHING CO
215 E UNIVERSITY DR
EDINBURG, TX. 78539-3547
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10-11-12-13 BLK 233

PROP. ID. 165017
LIVINGOOD PROPERTY LLC
1621 E FLAMINGO RD STE 15A
LAS VEGAS, NV. 89119-5276
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 & 2 BLK 250

PROP. ID. 165036
LOPEZ ELIASIB & MELIDA
1809 CALICHERA RD
EDINBURG, TX. 78541-1066
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 6 BLK 252

PROP. ID. 165045
MORALES OSVALDO J III LAW OFFICE PC
2005 N CONWAY AVE STE B
MISSION, TX. 78572-2976
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 22-23 BLK 252

PROP. ID. 165041
OXFORD BRINKLY L
SYLVIA CAROLINA FLORES OXFORD & RICHARD FLORES
PO BOX 4693
EDINBURG, TX. 78540-4693
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 16 & 17 BLK 252

PROP. ID. 165037
PALOMARES MARGARITO JR & ORFELINDA S
2017 SAN JACINTO DR
PASADENA, TX. 77502-3423
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7 BLK 252

PROP. ID. 165026
PLAINS CAPITAL BANK
2323 VICTORY AVE STE 1400
DALLAS, TX. 75219
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 8-17 BLK 251

PROP. ID. 165044
REYES FERNANDO
20015 HICKORY BND
SAN ANTONIO, TX. 78266-2539
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 20-21 BLK 252

PROP. ID. 165155
ROJANO DIANA PATRICIA
407 KNIGHTS CROSS DR
SAN ANTONIO, TX. 78258-4887
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 12 BLK 277

PROP. ID. 683997
TRUJILLO ARTURO & OLIVIA
511 S 6TH AVE
EDINBURG, TX. 78539-4206
LEGAL: EDINBURG ORIGINAL TOWNSITE LT 4 BK 252

PROP. ID. 165039
WOLF RICHARD L & SHERRY
PO BOX 2376
SOUTH PADRE ISLAND, TX. 78597-2376
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 11-13 BLK 252



THE CITY OF EDINBURG

NOTIFICATION

Dear Property Owner:

A public hearing will be held on Tuesday, May 10, 2016 at 4:00 p.m. in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will consider the following:

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING LOTS 3 & 4, BLOCK 251, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 306 E. UNIVERSITY DR., AS REQUESTED BY YUSLEIDY DIAZ.

This request is scheduled to be heard by the City Council on Tuesday, June 7, 2016 at 6:00 p.m. As adjacent property owner you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input. Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

You may return your response by one of the following:

- MAIL- P. O. Box 1079 Edinburg, Texas 78540
- FAX- (956) 292-2080 by Tuesday, May 10, 2016
- EMAIL- dgonzalez@cityofedinburg.com

Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

In Favor/A Favor

Against/En Contra

No Comments/No Comentario

Comments:

Not a compatible use with other tenants in the area

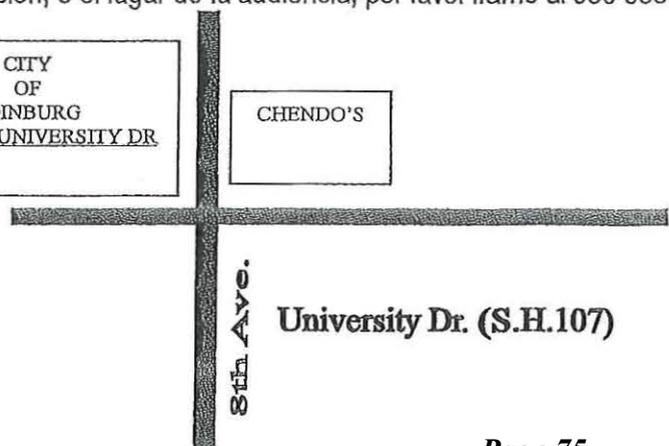
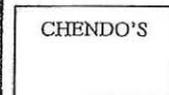
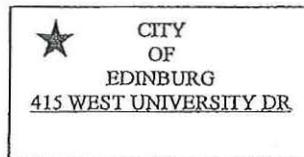
Print Name: *Flint Bourgeois for B-Y Edinburg Center, Ltd* Phone No.:

Address: *4629 MAZAO* City: *San Antonio* State: *TX* Zip: *78218*

NOTIFICACION

Si Tiene preguntas o necesita mas información sobre esta aplicación, o el lugar de la audiencia, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES AND LATE HOURS FOR A BAR AND NIGHT CLUB, BEING LOTS 3 & 4, BLOCK 251, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 306 EAST UNIVERSITY DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, AS PROVIDED IN ARTICLE 2.404 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Yusleidy Diaz has applied for a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas for the On-Premise Consumption of alcoholic beverages and late hours for a Bar and Night Club, being Lots 3 & 4, Block 251, Edinburg Original Townsite, located at 306 E. University Drive, Edinburg, Hidalgo County, Texas; and,

WHEREAS, this type of activity is prohibited by said Unified Development Code unless a Special Use Permit is granted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. That a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas, be granted to Yusleidy Diaz for the On-Premise Consumption of Alcoholic Beverages and Late Hours for a Bar and Night Club, located at 306 E. University Drive, Edinburg, Hidalgo County, Texas, with the following conditions:

1. An application to renew the special use permit must be filed by **May 1, 2017**. The request will be presented to the Planning and Zoning Commission and City Council. A status report will be presented indicating compliance or non-compliance with all City codes, providing neighboring property or business owner's input and police reports from the operation of the proposed bar during late hours.

2. The applicant complies with the hours of operation for the on-premise consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking spaces, paving of parking lot, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The special use permit may be revoked at any time by the Planning and Zoning Commission and City Council for any violations of City and TABC regulations.
7. The applicant must abide by City of Edinburg Smoking Ordinance Chapter 94. Any violations noted will be presented to the Planning and & Zoning Commission and City Council.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of June, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/dmg-ordinances/sup-yusleidy diaz-6-7-16

PETITION

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Petition for Disannexation of Property within the City of Edinburg, Being a Resubdivision of 13.38 Acres, Situated in the City of Edinburg, Hidalgo County, Texas, Out of Block 25, Bakers Subdivision of the Cucharia Tract known as 281 Industrial Park Subdivision, Located on the East Side of US Highway 281, Approximately 1620 Feet North of El Cibolo Road, as Requested by Jorge L. Lopez. [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The property owner of 281 Industrial Subdivision is requesting Dissannexation of his property from the City of Edinburg. The City was provided with a petition for voluntary annexation in August of 2009. The Petition was accepted by City Council on September 15, 2009 and an Ordinance was passed on October 6, 2009 to include 281 Industrial Subdivision into the City of Edinburg. Annexation of this property was undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.141 allows disannexation for Failure to Provide Services and Section 43.142 allows for dissannexation according to Municipal Charter within a Home-Rule Municipality. The property owner mentions each of these provisions in their petition for disannexation of his property from the City of Edinburg.

City staff contacted Ms. Gabriela Lopez Garza, the daughter of Mr. Jorge Lopez, on Tuesday May 24, 2016, to inquire as to the reasons for their petition for disannexation and to determine if Ms. Lopez Garza or her father had any issues with City of Edinburg services. Ms. Lopez Garza stated she did not have issues with City services and her property was currently vacant. She did mention she paid substantially higher taxes for the property since she was now in the City rather than the County. City services currently being provided in the area include Code Enforcement, Police, Fire Protection, Planning and Zoning, Potable water, Solid Waste Service is available, and Sanitary Sewer is available to the site from an existing sewer line along Cibolo Road. The property currently has On-Site Sewer Facilities (OSSF) for liquid waste disposal. This disposal method (OSSF) is acceptable and is similar to other locations within the City of Edinburg.

According to the City Charter the City Council may, upon a petition signed by a majority of the qualified voters residing in such territory, if the same be inhabited, or without any such petition if the same be uninhabited, by ordinance duly passed by a four-fifths (4/5) vote of all members of the city council, discontinue said territory as a part of said city.

If the City Council determines the property is not suitable or necessary for city purposes and approves an Ordinance for disannexation the property may not be annexed again within 10 years from the date of the disannexaton.

RECOMMENDATION:

Staff recommends denial of the Petition for Disannexation of Property within the City of Edinburg, Being a Resubdivision of 13.38 Acres, Situated in the City of Edinburg, Hidalgo County, Texas, Out of Block 25, Bakers Subdivision of the Cucharria Tract known as 281 Industrial Park Subdivision, Located on the East Side of US Highway 281, approximately 1620 Feet North of El Cibolo Road. If approved, Staff will proceed with disannexation procdures as indicated in the Texas Local Government Code and City Charter.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
 Richard M. Hinojosa
 City Manager

/s/Ricardo Palacios by CP
 Ricardo Palacios
 CityAttorney

/s/Jesus R. Saenz
 Jesus R. Saenz
 Planning and Zoning
 Director

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

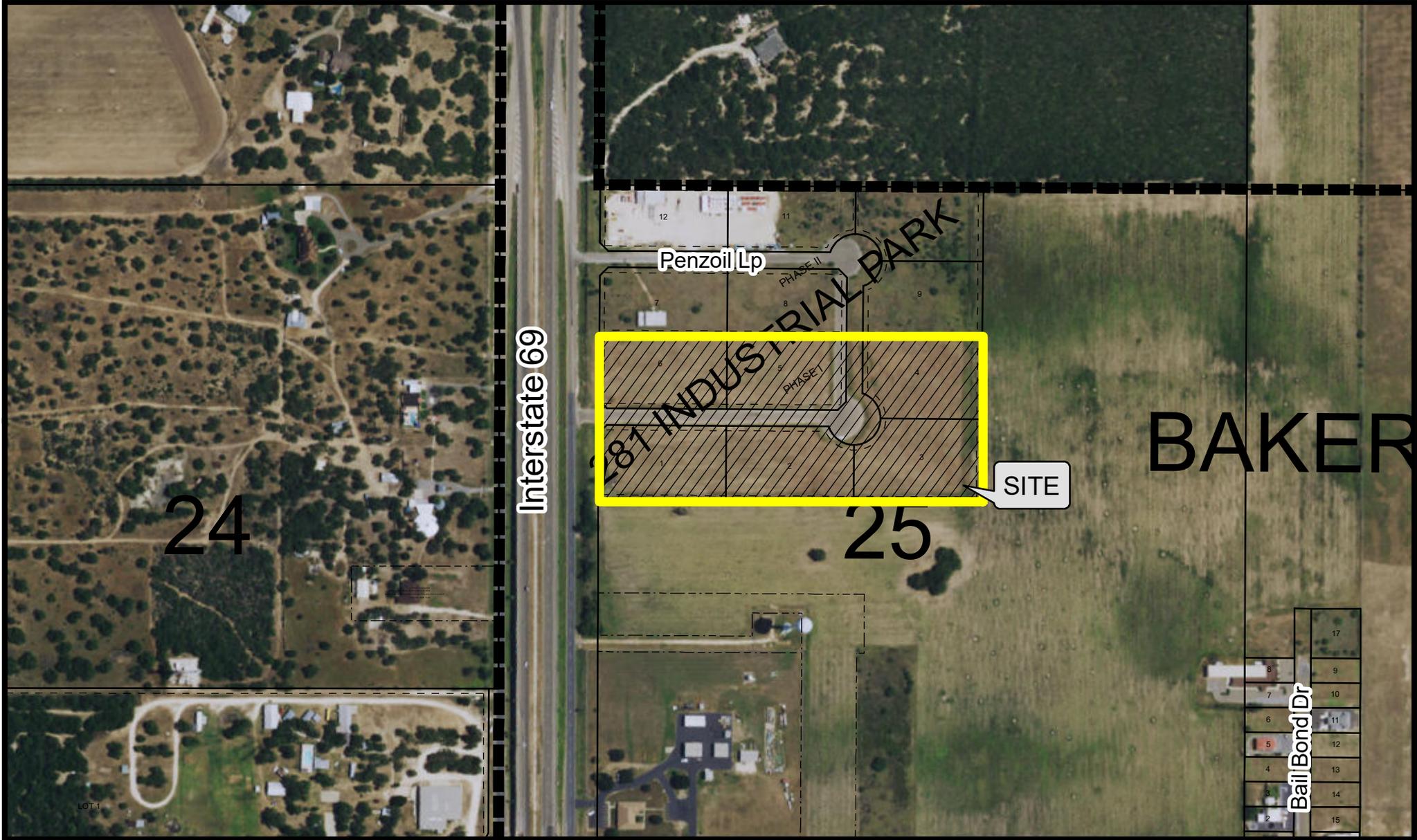
 Richard Molina
 Mayor Pro-Tem

 J. R.
 Betancourt
 Councilmember

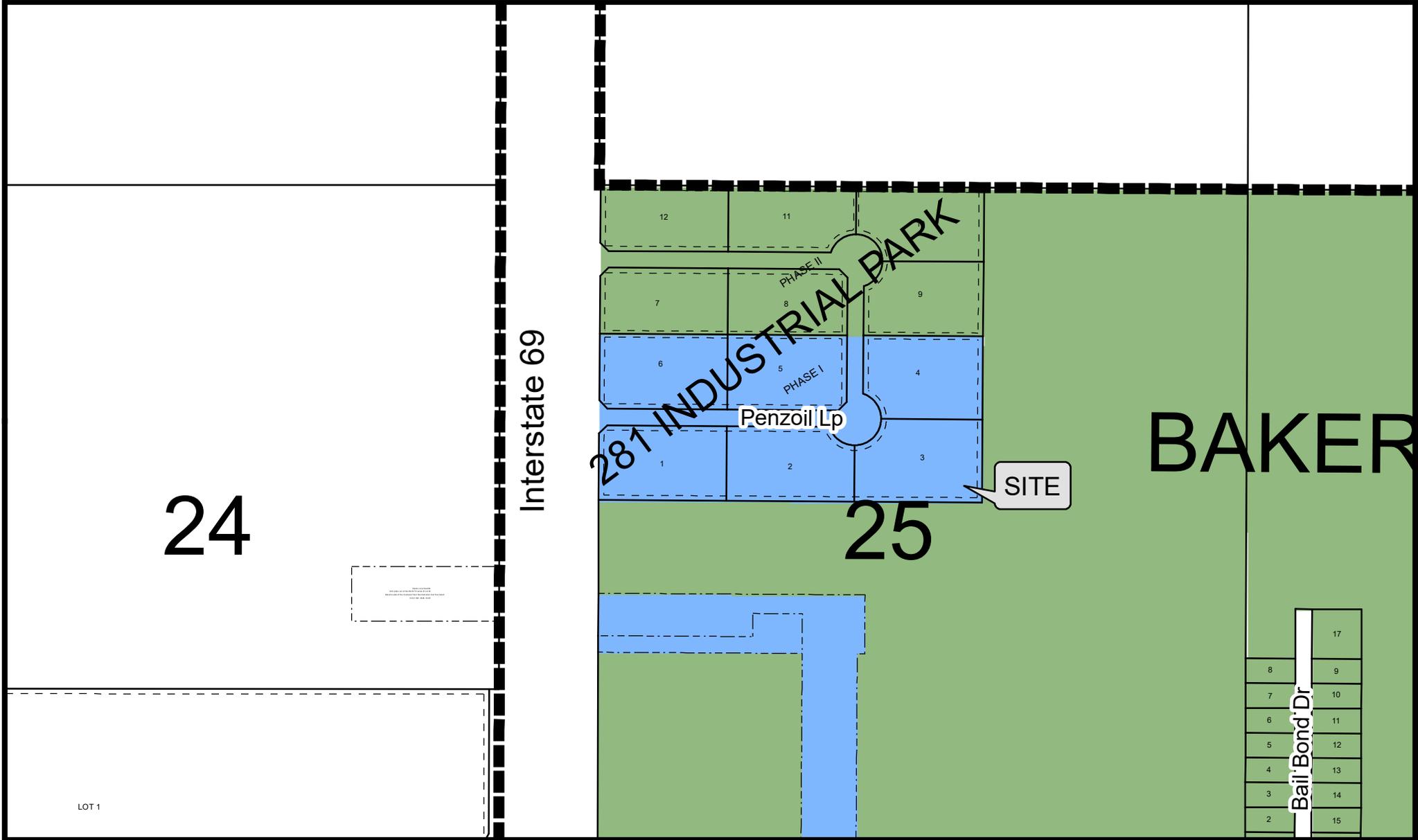
 Richard H. Garcia
 Mayor

 Homer Jasso, Jr.
 Councilmember

 David Torres
 Councilmember



281 INDUSTRIAL PARK PH. 2



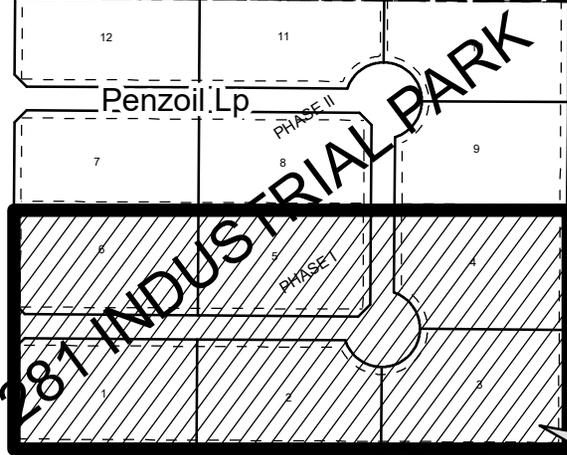
Legend

- | | | |
|--|---|--|
|  Agriculture |  Downtown District |  Suburban Residential |
|  Auto-Urban Residential |  Industrial |  Urban Center |
|  Business Park |  Neighborhood Conservation 5 |  Urban Residential |
|  Commercial, General |  Neighborhood Conservation 7.1 |  Urban University |
|  Commercial, Neighborhood |  Neighborhood Conservation MH | |

281 INDUSTRIAL PARK PH. 2

24

Interstate 69



25

BAKER

LOT 1

8	17
7	9
6	10
5	11
4	12
3	13
2	14
	15

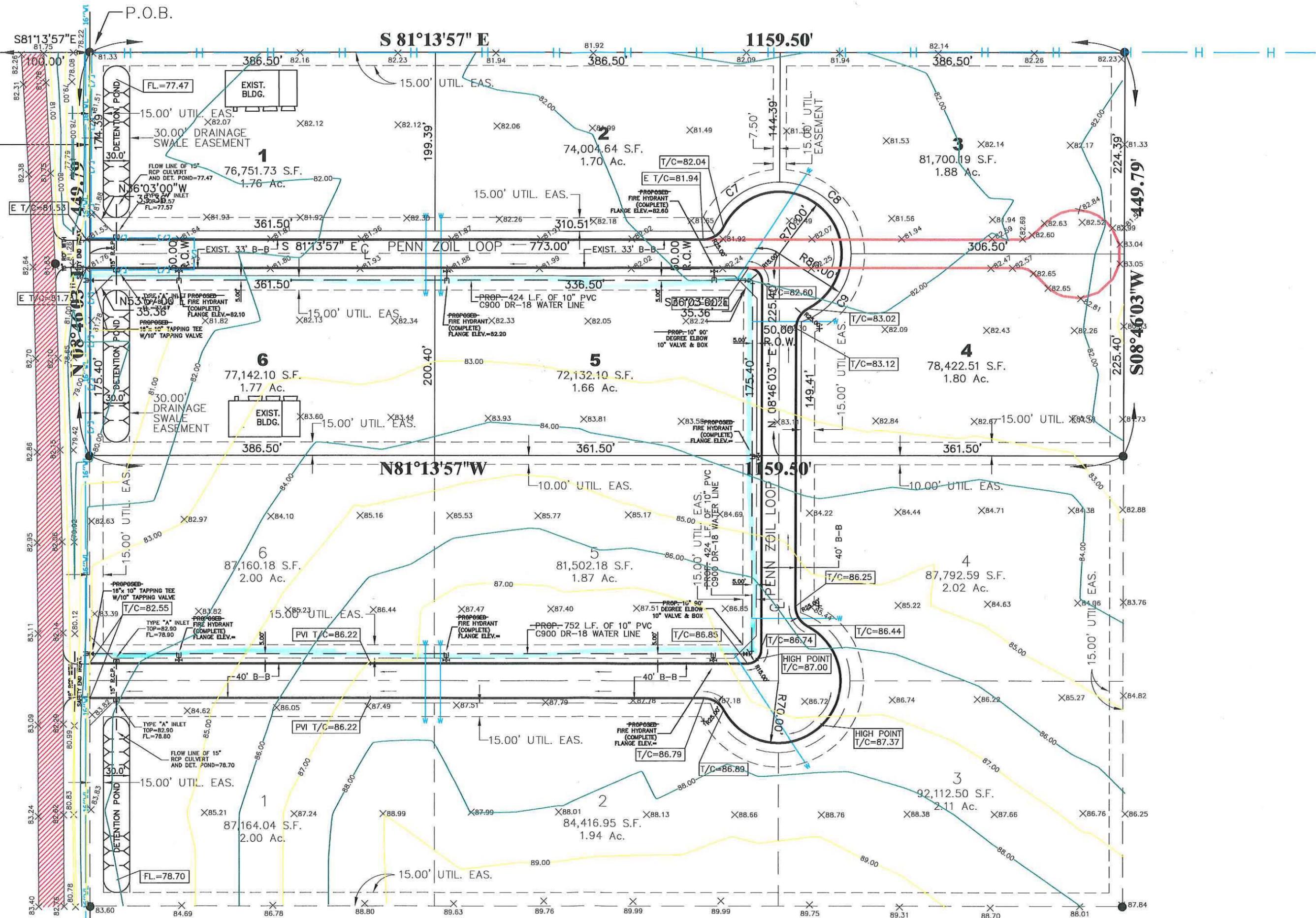
Bail Bond Dr



281 INDUSTRIAL PARK PH. 2

BLOCK 25
BAKER'S SUBD.

US HIGHWAY 281



I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AS 281 INDUSTRIAL PARK PHASE I, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, HEREBY DEDICATE TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, THE STREETS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC UTILITIES SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

Gabriella Lopez Garza
GABRIELLA LOPEZ GARZA, P.O.A. FOR ARIBERTO L. LOPEZ
6706 CURRY ROAD
EDINBURG, TEXAS 78839
HIDALGO COUNTY

SUBDIVISION PLAT OF: 281 Industrial Park Phase I

BEING A RESUBDIVISION OF 13.38 ACRES
SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS,
OUT OF BLOCK 25, BAKER'S SUBDIVISION OF THE CUCHARRA TRACT,
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN
VOLUME 2, PAGE 46, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION

BEING A RESUBDIVISION OF 13.38 ACRES OUT OF BLOCK 25, BAKER'S SUBDIVISION OF THE CUCHARRA TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 46, HIDALGO COUNTY MAP RECORDS, SAID 13.38 ACRES ARE ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A #4 REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 281, A DISTANCE OF 1159.50 FEET TO A #4 REBAR FOUND ON THE NORTHWEST CORNER OF THIS HEREN DESCRIBED TRACT, SAID REBAR BEARS S 08°40'33" W, A DISTANCE OF 446.70 FEET AND S 81°13'57" E, A DISTANCE OF 100.00 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 25.

THENCE, S 81°13'57" E, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID BLOCK 25, A DISTANCE OF 1159.50 FEET TO A #4 REBAR FOUND FOR THE NORTHEAST CORNER OF THIS HEREN DESCRIBED TRACT;

THENCE, S 08°40'33" W, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID BLOCK 25, A DISTANCE OF 502.85 FEET TO AN IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS HEREN DESCRIBED TRACT;

THENCE, N 81°13'57" W, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID BLOCK 25, A DISTANCE OF 1159.50 FEET TO A #4 REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID US HIGHWAY 281, FOR THE SOUTHWEST CORNER OF THIS HEREN DESCRIBED TRACT;

THENCE, N 08°40'33" E, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID US HIGHWAY 281, A DISTANCE OF 502.85 FEET TO THE POINT OF BEGINNING, AND CONTAINING 13.38 ACRES OF LAND, MORE OR LESS.

BEARING BASIS: G.P.S. N.A.D. 83 N.A.V.D. 88, TEXAS SOUTH 4205

GENERAL NOTES

- LOTS 1 THRU 8 SHALL BE FOR INDUSTRIAL USE ONLY.
- SETBACK AND BUFFERYARD REQUIREMENT SHALL BE AS PER THE UNIFIED DEVELOPMENT CODE ADOPTED ON AUGUST 6, 2007, ANY ADDITIONAL BUILDINGS SHALL COMPLY WITH THE CURRENT CITY OF EDINBURG REQUIREMENTS AND SPECIFICATIONS.
- MINIMUM PERMISSIBLE FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB AT THE MID POINT OF 1/2" LOT, OR BASE FLOOR ELEVATION, WHICHEVER IS GREATER.
- FLOOD ZONE DESIGNATION: ZONE "X".
ZONE "X" (NO SHADING) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0325 D
MAP REVISED JUNE 6, 2000, REVISED TO REFLECT L.O.M.R. DATED: MAY 17, 2001.
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND THE CITY OF EDINBURG DRAINAGE REQUIREMENTS, THIS DEVELOPMENT IS REQUIRED TO DETAIN A TOTAL OF 78,298 CUBIC FEET (1,797 ACRES-FEET) OF STORM WATER RUNOFF.
- NO BUILDING OR PERMANENT STRUCTURE PERMITTED OVER ANY EASEMENT OR LOT LINE. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT MIGHT INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT. NO "FILL OR PERMANENT" STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
- BENCH MARK: BM 79
LOCATION: INTERSECTION OF U.S. 281 NORTH AND F.M. 182 (DODD ROAD), APPROXIMATELY 1,261 FEET SOUTH AND 7 FEET EAST FROM THE SOUTHWEST CORNER OF THIS SUBDIVISION. TYPE: No. 4 REBAR 1/4" 1/4" BRASS ALUMINUM ALLOY CAP ON TOP. ELEVATION: 94.692. TEXAS SOUTH 4205. N.A.D. 83. N.A.V.D. 88.
- NO ACCESS SHALL BE ALLOWED ONTO US HIGHWAY 281 FROM LOTS 1 AND 6.
- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN REQUIREMENTS.
- A FOUR (4.0) FOOT CONCRETE SIDEWALK (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE.
- A FIVE (5.0) FOOT CONCRETE SIDEWALK WITH A.D.A. RAMPS IS REQUIRED ALONG U.S. EXPRESSWAY 281 AT THE BUILDING PERMIT STAGE.
- A SEPARATE PERMIT IS REQUIRED FOR SIDEWALKS DURING BUILDING PERMIT STAGE FOR INDUSTRIAL AREAS.
- RECIPROCAL ACCESS AGREEMENT IS REQUIRED BETWEEN ALL LOTS.
- 1/2" IRON RODS ARE SET ON ALL LOT CORNERS.
- ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE FOR COMMERCIAL & INDUSTRIAL AREAS.
- SITE PLAN IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT FOR INDUSTRIAL DEVELOPMENTS.
- ALL COMMON ACCESS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.
- PROPOSED DEVELOPMENT SHALL BE PROVIDED WITH WATER SERVICES FROM THE CITY OF EDINBURG, AND SANITARY SEWER WITH ON-SITE SEWAGE FACILITIES (O.S.S.F. SYSTEM).
- BUFFER FENCE IS REQUIRED BETWEEN INDUSTRIAL & RESIDENTIAL DEVELOPMENTS.
- PROPOSED FENCE SHALL BE APPROVED BY THE CITY OF EDINBURG PRIOR TO INSTALLATION (SCHEMATIC DESIGN MUST BE PROVIDED TO THE CITY AT THE TIME OF BUILDING PERMIT). ALL REQUIRED FENCES MUST BE INSTALLED AT THE BUILDING PERMIT STAGE (\$15.00 FOR THE FIRST \$1,000.00, EACH ADDITIONAL \$1,000.00 OR FRACTION IS \$3.00).

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSON *Gabriella Lopez Garza* WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND TO WHOM SHE HAS EXCUTED THE SAME FOR THE PURPOSES AND CO. THEREIN, SHE HAS PERSONALLY HAND AND SEAL OF OFFICE, THIS DAY OF *August*, 2007.

Linda Hous
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:



I, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER AND REGISTERED LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AN ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LAND.



Fred L. Kurth
FRED L. KURTH, P.E. # 5415 R.P.L.S. # 4750
DATE SURVEYED: JUNE 24, 2006. SURVEY JOB NO. 00
DATE PREPARED: AUGUST 19, 2009. T-795, PG. 50 OF
ENGINEERING JOB NO. 08133.08

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION WHEREIN MY APPROVAL IS REQUIRED.

Scott M. M...
CHAIRPERSON, PLANNING COMMISSION
12/9/08

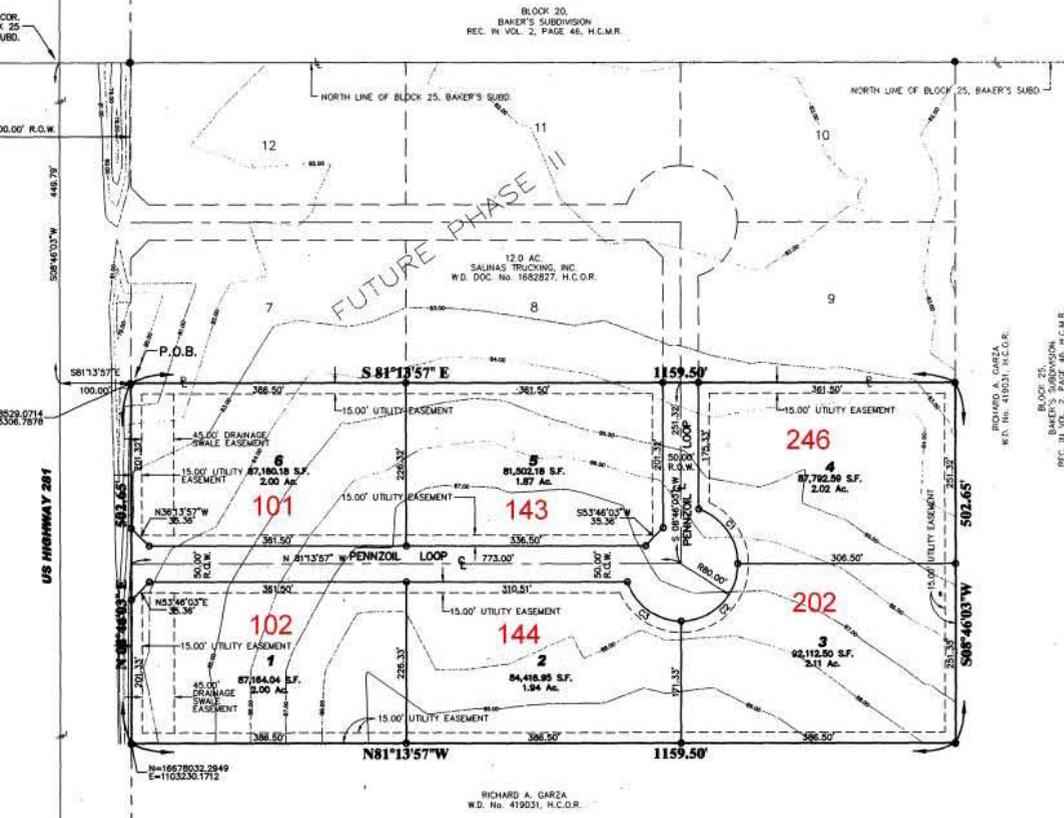
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (C). HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION. GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: *Scott M. M...*



FILE FOR RECORD IN
HIDALGO COUNTY
ARIBERTO CHALJARDO JR.
HIDALGO COUNTY CLERK

ON: 10/21/09 AT 9:09 AM
DOCUMENT NUMBER 2045169
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
Page 80



RICHARDO A. GARZA
W.D. No. 419031, H.C.O.R.
BLOCK 25,
BAKER'S SUBDIVISION
REC. IN VOL. 2, PAGE 46, H.C.O.R.

RICHARD A. GARZA
W.D. No. 419031, H.C.O.R.

*THIS PLAT IS SUBJECT TO A BLANKET
EASEMENT TO TRUNKLINE GAS COMPANY,
RECORDED IN VOLUME 830, PAGE 76,
H.C.D.R.

BLOCK 25,
BAKER'S SUBDIVISION
REC. IN VOL. 2, PAGE 46, H.C.M.R.

LEGEND:

- FOUND C.P.S. —▲
- SET C.P.S. —▲
- FOUND 1/2" IRON PIPE —○
- FOUND #4 REBAR —○
- SET #4 REBAR W/PLASTIC CAP STAMPED: "MELDEN AND HUNT" —○

CURVE TABLE				
CURVE ID	RADIUS	LENGTH	TANGENT	CHORD
C1	80.00	100.24	57.90	93.81
C2	80.00	100.24	57.90	93.81
C3	80.00	100.24	57.90	93.81



LOCATION MAP
SCALE: 1" = 2000'

M MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE 227 N. F.M. 3167
EDINBURG, TX 78541 80 GRANDE CEN. TX 78562
PH: (956) 381-0981 PH: (956) 487-8256
FAX: (956) 381-1839 FAX: (956) 488-8591
ESTABLISHED 1947 www.meldenandhunt.com

DATE: 9-21-09
CHECKED BY: *[Signature]*
DATE: 9-21-09

Edinburg Unified Development Code

ARTICLE 8 STREETS, UTILITIES, AND DRAINAGE

DIVISION 8.400 UTILITIES

Sec. 8.401 Sanitary Sewers

- A. **Public Sanitary Systems.** All uses shall be required to be served by public sanitary sewer systems, except those noted in Table 3.201, *Residential Use District Standards*, in the AG District, which are permitted to use on-site systems. The presence of adequate public sanitary sewer capacity shall be certified by the City Engineer or a designee. Construction shall be approved by the City Engineer, or a designee, unless on-site systems are permitted by this Division for specific conditions.
- B. **Requirements for sanitary sewer.**
1. Lots of record on the effective date of this Code shall be allowed to use on-site systems, provided that the lot is not within 400 feet of a reasonably accessible sewer system. Lots of record that are located within 400 feet of a reasonably accessible sewer system shall connect to the system at the earliest of:
 - a. The time a building permit is applied for;
 - b. A change in the use of a structure or land use;
 - c. A septic tank on the lot fails; or
 - d. An addition is made to existing structure on the lot.
 2. Within the corporate limits and a three and one-half mile radius of the City, subdivisions shall:
 - a. Install all sewer lines to City specifications and connect to the City sewer system; or
 - b. Where septic tanks are proposed:
 - i. Install all sewer lines to city specifications and provide engineering data if the subdivision plat contains lots having a net area of not less than one-half acre (21,780 square feet); or
 - ii. Provide that all lots in such subdivision shall have a net area that equals or exceeds one acre (43,560 square feet); or
 - iii. In areas within the certificate of convenience and necessity of a water supply corporation having a certificate of convenience and necessity for sewer service, provide that all lots have a net area of not less than one-half acre, or 21,780 square feet in size; or
 - iv. In the area of the extraterritorial jurisdiction beyond a three and one-half mile radius from the City limits, all lots shall have a net area that equals or exceeds 21,780 square feet.
- C. **Utility lines.** All utility lines that pass under a street or alley shall be installed before the street or alley is paved. When it is necessary that utility lines pass under the street or alley pavement, they shall be extended to the projected right-of-way line.
- D. **On-site systems.** On-site systems, if permitted, shall be approved by the Hidalgo County Health Department.
- E. **On-site standards.** A subdivider may install an individual sewage disposal system for each lot, if all of the following criteria are met:
1. Connection to the City sewer system is not required by B above.
 2. Each lot has the minimum lot and area requirements of Table 3.201A, *Residential Use District Standards*.
 3. All septic tanks and lateral lines shall meet the following setbacks:

- a. Dwelling or property line: ten feet.
 - b. Water supply, including public water lines, wells, and cisterns: 150 feet.
 - c. Watercourse: 50 feet. All such systems within the water supply watershed shall meet the standards of Section 4.211, *Riparian Buffers*.
4. All lateral fields shall meet the Hidalgo County Health Department standards. If variances are requested of the County, they must also be approved by the City Engineer or a designee.

F. Organized sewerage facilities.

1. Subdividers who propose the development of an organized wastewater collection and treatment system must obtain a permit to dispose of wastes from the Texas Commission on Environmental Quality (TCEQ) in accordance with 30 TAC Chapter 305 and obtain approval of engineering planning materials for such systems under 30 TAC Chapter 317 from the commission.
2. Subdividers who propose to dispose of wastewater by connecting to an existing permitted facility must provide a written agreement in substantially the form attached in Appendix A with the retail public utility. The agreement must demonstrate that:
 - a. The retail public utility has or will have the ability to treat the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years.
 - b. The subdivider has paid the cost of all fees associated with connection to the wastewater collection and treatment system have been paid so that service is available to each lot upon completion of construction of the wastewater facilities described on the final plat. Engineering plans for the proposed wastewater collection lines must comply with 30 TAC Chapter 317.

G. On-site sewerage facilities.

1. On-site facilities which serve single family or multi-family residential dwellings with anticipated wastewater generations of no greater than 5,000 gallons per day must comply with 30 TAC Chapter 285.
2. Proposals for sewerage facilities for the disposal of sewage in the amount of 5,000 gallons per day or greater must comply with 30 TAC Chapter 317.
3. TCEQ or its authorized agent shall review proposals for on-site sewage disposal systems and make inspections of such systems as necessary to assure that the system is in compliance with the Texas Health and Safety Code, Chapter 366 and rules in 30 TAC Chapter 285, and in particular §§285.4, 285.5 and 285.30 - 285.39.

- H. **Prohibited systems.** In addition to the unsatisfactory on-site disposal systems listed in 30 TAC §285.3(i), pit privies and portable toilets are not acceptable waste disposal systems.

ATLAS, HALL & RODRIGUEZ, LLP

ATTORNEYS AT LAW

P.O. BOX 3725 (78502-3725)

818 W. PECAN BLVD. (78501-2418)

McALLEN, TEXAS

TEL. (956) 682-5501 FAX (956) 686-6109

ATLASHALL.COM

Gregory S. Kazan
gskazan@atlashall.com
(956) 632-8268 - Direct Line

April 12, 2016

Department of Planning and Zoning
Attention: Jesus Saenz, Director
415 W. University Dr.
Edinburg, Texas 78539

Via Hand Delivery

Re: De-Annexation of a Subdivision of 13.38 acres situated in the city of Edinburg, Hidalgo County, Texas, out of Block 25, Baker's Subdivision of the Cucharria Tract, according to the map or plat thereof recorded in Volume 2, Page 45, Map records of Hidalgo, County, Texas, known as 281 Industrial Park Phase I (the "Subdivision").

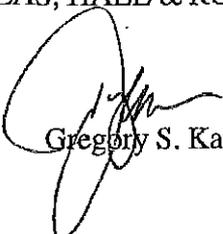
Dear Mr. Saenz:

Our client is requesting that the City of Edinburg grant his request for the de-annexation of the referenced Subdivision. I am enclosing our Petition for De-Annexation and a copy of the plat for the Subdivision. Included on the plat is the legal description of the property in metes and bounds. Please let me know if there is anything else that you require prior to this matter being taken before the Edinburg City Council.

Very truly yours,

ATLAS, HALL & RODRIGUEZ, LLP

By:


Gregory S. Kazan

GSK/few
Enclosure

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF EDINBURG

§
§
§
§
§

PETITION FOR DE-ANNEXATION

TO: THE CITY COUNCIL OF THE CITY OF EDINBURG:

The undersigned, being the property owner of the land described below and set out in Exhibit "A", does petition the City Council of the City of Edinburg, pursuant to Texas Local Government Code § 43.141 and § 43.142, and the Edinburg Code of Ordinances, Article I, Section 4, to withdraw the corporate limits of the City of Edinburg so as to de-annex from said City the following described property located in Hidalgo County, to-wit;

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

In support of this petition, it is certified by each of the undersigned that the said territory is within the existing corporate limits of the City of Edinburg and does not embrace any territory within the corporate limits of another municipality, and when de-annexed from the City of Edinburg will no longer form a homogeneous part of the City.

The undersigned further certifies that he is the owner of all the land within the above described property and that the information set forth herein is true and correct.

The undersigned further petitions the City Council of the City of Edinburg to adopt an appropriate de-annexation ordinance assenting to this de-annexation petition.

[Signatures on Following Page]

PETITION FOR ANNEXATION

To the Mayor and City Council, City of Edinburg:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex 281 Industrial Park Phase I Subdivision, Being a resubdivision of 13.38 acres situated in the City of Edinburg, Hidalgo County, Texas out of Block 25, Baker's Subdivision (Volume 2, Page 46, H.C.M.R.), Hidalgo County, Texas.

Gabriela Lopez Garza
OWNER

STATE OF TEXAS §

COUNTY OF HIDALGO §

Before me, the undersigned authority, on this day appeared Gabriela Lopez Garza, who stated upon his oath the following:

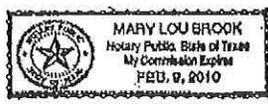
My name is Gabriela Lopez Garza, and I am the owner of the land our representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant saith not.

Gabriela Lopez Garza
OWNER

SWORN TO and subscribed before me on the 27 day of August, 2009.

M L Brook
Notary Public for Hidalgo County, Texas



ORDINANCE NO. 09-3389

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF A 13.38 ACRE TRACT OF LAND OUT OF BLOCK 25, BAKER'S SUBDIVISION, LOCATED ON THE EAST SIDE OF U. S. EXPRESSWAY 281, APPROXIMATELY 1,000 FEET NORTH OF EL CIBOLO ROAD, (EXHIBIT "A"), AS PETITIONED BY THE PROPERTY OWNER, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER

WHEREAS, on September 15, 2009, the City Council accepted a petition from the property owner for voluntary annexation of the above described property, more particularly described herein in Exhibit "A" proposed to be annexed by the City of Edinburg; and

WHEREAS, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Edinburg; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION 1: The land described in Exhibit "A", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at

the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

SECTION 2: The herein described property and the area to be annexed shall be a part of the City of Edinburg, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Edinburg, Texas. The inhabitants hereof shall be entitled to all of the rights and privileges of citizens of the City of Edinburg, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Edinburg, Texas.

SECTION 3: Upon annexation the herein described property shall be temporarily zoned Industrial District, until permanently zoned by the City Council of the City of Edinburg.

SECTION 4: The extraterritorial jurisdiction of the City of Edinburg shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION 5: Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by a 13.38 acre tract of land out of Block 25, Baker's Subdivision, located on the east side of U. S. Expressway 281, approximately 1,000 feet north of El Cibolo Road, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

SECTION 6: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of the members of the City Council present.

SECTION 7: Upon final passage, this Ordinance shall be published in the official newspaper of the City of Edinburg, Texas, as provided by law, and shall be and remain in full force and upon passage.

SECTION 8: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

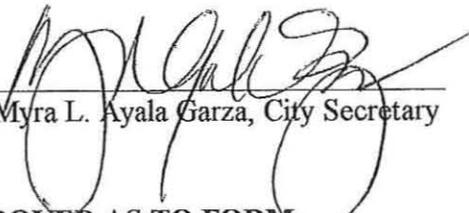
SECTION 9: In accomplishing the annexation of the property herein described the City of Edinburg has strictly followed the provisions of the Charter of the City of Edinburg, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

READ, CONSIDERED, PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 6th Day of October, 2009.

CITY OF EDINBURG

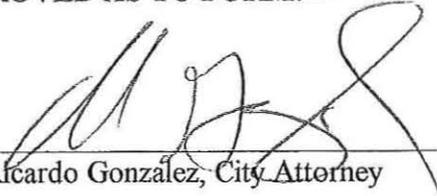
By: _____
Richard H. Garcia, Mayor

ATTEST:

By: 
Myra L. Ayala Garza, City Secretary



APPROVED AS TO FORM:

By: 
Ricardo González, City Attorney

Attachment: Exhibit "A"

JRL/dmg-annexations/ordinances/voluntary annex-2009-gabriela lopez garza

APPOINTMENTS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Discuss and Consider Appointments to the City Advisory Boards and Committees for the Following:

1. Housing Assistance Committee, One Member
2. Edinburg Golf Advisory Board, One Member

STAFF COMMENTS AND RECOMMENDATION:

1. Housing Assistance Committee –One Members

Present Member(s): Mike Villarreal

Applicant(s): Mike Villarreal

Function: The Housing Assistance (HAC) was created by City Council in 1976 to assist in policy formulation for the administration of the housing program, make final decisions as to the type of and the conditions under which housing assistance is to be delivered, and report to the City Council and the Community Development Council as the progress and the status of the Housing Assistance Program.

2. Edinburg Golf Advisory Board- One Member

Present Member(s): Albert Ochoa- Resigned

Applicant(s): Ozzie Galvan

Function: To serve the Edinburg Ebony Hills Course and Los Lagos Golf Club on advisory capacity. The Board shall consist of seven members, whom shall be appointed by the Mayor with the advice and consent of the City Council, to serve for a term of three years or until their successors have appointed and have duly qualified.

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

§ 32.01 Residence or Tax Paying Status Requirements for Membership.

(A) All members of boards, councils, commissions and committees created pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

(B) Any member of a board, council, commission or committee who, after such member's appointment, shall change such member's residence or property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, commission or committee.

§ 32.02 Appointment of Members; Filling Vacancy.

(A) Except as otherwise provided by federal law, state constitution, state statute or the city charter, all appointments to boards, councils, commissions and committees of the city shall be made by the City Council.

(B) Any vacancy, for whatever reason, in and during the unexpired term of an appointed member of any board, council, commission, or committee of the city shall be filled by the City Council in the same manner as the original appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

RECOMMENDATION:

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

REVIEWED BY:

PREPARED BY:

Timoteo Sena,
Administrative Specialist

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Myra L. Ayala Garza
Myra L. Ayala Garza
City Secretary

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

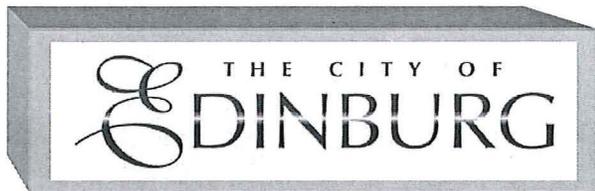
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



APPLICATION TO SERVE ON A CITY OF EDINBURG ADVISORY BOARD & COMMITTEE

NAME: Mike Villarreal DATE: 5/17/16

PHYSICAL ADDRESS: 1506 South 15th EDINBURG, TEXAS 78539

CONTACT NO.'S: (956) 451-0272 E-MAIL: _____

LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 68 years

*OCCUPATION/COMPANY NAME: Retired

*BOARD/COMMITTEE PREFERENCE: Housing Assistance Committee

*BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: Has served in the Housing Assistance Committee for over 40 years.

*EXPERIENCE/HISTORY CONT.'D: _____

****Please Note: This information is required to consider the application complete.***

FOR QUESTIONS OR SUBMIT AN APPLICATION CONTACT THE CITY OF EDINBURG-CITY SECRETARY DEPT.

Address: 415 W. University, Edinburg Tx 78541 ■ P.O. Box 1079, Edinburg, Tx 78540

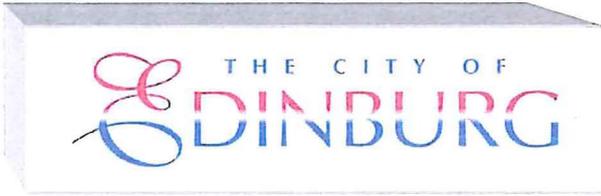
Telephone: 956-388-1851 ■ Facsimile: 956-381-0468 ■ Email: citysec@cityofedinburg.com

The Code of Ordinances Ch. 32: Advisory Boards & Committees states an applicant must reside in the Edinburg city limits and/or be a non-resident tax-paying property owner of the City but reside within its extraterritorial jurisdiction (ETJ) of the city in order to qualify to serve.

<i>For Office Use Only</i>	<i>For Office Use Only</i>	<i>For Office Use Only</i>
Appointed To: _____ _____	Appointed To: _____ _____	Appointed To: _____ _____
Appointment Date: _____	Appointment Date: _____	Appointment Date: _____
Term Expires On: _____	Term Expires On: _____	Term Expires On: _____

THE APPLICATION WILL BE KEPT ON FILE FOR ONE (1) YEAR BEGINNING THE DATE SUBMITTED
Appointments to the City Advisory Boards & Committees are at the discretion of the City Council.
The City Council may choose from the list of applicants or appoint a resident meeting the requirements.

PUBLIC INFORMATION DISCLOSURE:
Applicant information is subject to the
Public Information Act.



**APPLICATION TO SERVE ON A CITY OF EDINBURG
ADVISORY BOARD & COMMITTEE**

NAME: Ozzie Galvan DATE: 6-23-15
 PHYSICAL ADDRESS: 3521 Jackie St EDINBURG, TEXAS 78538
 CONTACT NO.'S: 956-645-0209 E-MAIL: OGALVAN@Kemper.com
 LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 12YRS
 *OCCUPATION/COMPANY NAME: District Manager Reliable Insurance
 *BOARD/COMMITTEE PREFERENCE: Golf Board
 *BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: In coming president for
 *EXPERIENCE/HISTORY CONT.'D: Pan American Golf Assoc. 5YRS

***Please Note: This information is required to consider the application complete.**

FOR QUESTIONS OR SUBMIT AN APPLICATION CONTACT THE CITY OF EDINBURG-CITY SECRETARY DEPT.

Address: 415 W. University, Edinburg Tx 78541 ■ P.O. Box 1079, Edinburg, Tx 78540
 Telephone: 956-388-1851 ■ Facsimile: 956-381-0468 ■ Email: citysec@cityofedinburg.com

The Code of Ordinances Ch. 32: Advisory Boards & Committees states an applicant must reside in the Edinburg city limits and/or be a non-resident tax-paying property owner of the City but reside within its extraterritorial jurisdiction (ETJ) of the city in order to qualify to serve.

<i>For Office Use Only</i>	<i>For Office Use Only</i>	<i>For Office Use Only</i>
Appointed To: _____	Appointed To: _____	Appointed To: _____
Appointment Date: _____	Appointment Date: _____	Appointment Date: _____
Term Expires On: _____	Term Expires On: _____	Term Expires On: _____

THE APPLICATION WILL BE KEPT ON FILE FOR ONE (1) YEAR BEGINNING THE DATE SUBMITTED
 Appointments to the City Advisory Boards & Committees are at the discretion of the City Council.
 The City Council may choose from the list of applicants or appoint a resident meeting the requirements.

PUBLIC INFORMATION DISCLOSURE:
 Applicant information is subject to the Public Information Act.

AWARDING OF BIDS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Awarding Bid No. 2016-71, Personal Protective Equipment (Specifications #B) to Casco Industries, Inc., and Authorize the City Manager to Enter into a Contract at the Unit Rate of \$2,744.74 Per Set. [Shawn Snider, Fire Chief]

STAFF COMMENTS AND RECOMMENDATION:

On Monday, March 16, 2016, bids were opened for Bid No. 2016-71. Two (2) bids were received and opened. A review and tabulation of the bids revealed Casco Industries, Inc., as the sole bidder meeting specifications.

At this time staff is recommending that Bid No. 2016-71 be awarded to Casco Industries, Inc., at the unit rate per set of personal protective equipment as specified in Exhibit "A" and that the City Manager enter into an agreement with Casco Industries, Inc. The term of this agreement shall be for a two (2) year period beginning as of the date of issuance of purchase order, with the City's option to renew for one (1) additional year.

Staff has verified that no monies are owed to the City of Edinburg by Casco Industries, Inc. The City has previously done business with Casco Industries Inc. Funding is available in the 2015-2016 Fiscal Year General Fund Operating Budget.

RECOMMENDATION:

Approve Awarding Bid No. 2016-71, Personal Protective Equipment (Specifications #B) to Casco Industries, Inc., and Authorize the City Manager to Enter into a Contract at the Unit Rate of \$2,744.74 Per Set.

REVIEWED BY:

PREPARED BY:

Mari Tovar, Adm. Asst.

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/ Shawn Snider
Shawn Snider
Fire Chief

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

BID RECOMMENDATION FORM

Title: Personal Protective Equipment
 Bid No.: 2016-71
 Date Opened: 21-Mar-16

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Casco Industries, Inc.		NAFECO, Inc		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
1	10	Personal Protective Equipment (Specifications B)	\$2,744.74	\$27,447.40	No Bid	No Bid		
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
SUBTOTAL				\$27,447.40		\$0.00		
NET TOTAL								
TERMS								
DELIVERY								

RECOMMENDATION:

Award: Bid No. 2016-71 Personal Protective Equipment (Specifications B) as the sole bidder meeting specifications in the amount of \$27,447.40

Department: Fire
 Budgeted Amount Available: \$60,000.00
 Additional Funds Required: _____
 Prepared By: Mari Tovar, Administrative Asst.

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

THE CITY OF EDINBURG

NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, March 21, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-71

PERSONAL PROTECTIVE EQUIPMENT

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Shawn Snider, Fire Chief, at (956) 383-7691.

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 60 days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the purchase of PERSONAL PROTECTIVE EQUIPMENT for the City of Edinburg for a two (2) year period with the option to renew for one (1) additional year, and upon mutual agreeable terms, commencing from the date of award.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas 78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

INSTRUCTIONS TO BIDDERS (Continued):

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

INSTRUCTIONS TO BIDDERS (Continued):

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of PERSONAL PROTECTIVE EQUIPMENT as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

INSTRUCTIONS TO BIDDERS (Continued):

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

INSTRUCTIONS TO BIDDERS (Continued):

PAST PERFORMANCE

Vendors past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

INSTRUCTIONS TO BIDDERS (Continued):

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

STANDARD INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence

INSTRUCTIONS TO BIDDERS (Continued):

Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

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

BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Sleeve: Women's: Straight
1" increments

Jackets and Pants available in only one standard shape will not be acceptable.

Comply Exception

OUTER SHELL MATERIAL - JACKETS AND PANTS

The **Kombat Flex™** outer shell shall be constructed of 64/36 Kevlar®/PBI™ twill weave outer shell fabric with an approximate weight of 6.9 oz. per square yard. The Kombat Flex™ material shall be manufactured by TENCATE and must be treated with **SST™ (SUPER SHELLTITE)** which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garments shall be natural/gold.

There shall be an option for the outer shell to be constructed of TENCATE "**ULTRA®**" 60/20/20 Kevlar®/Nomex®/PBO blend material with an approximate weight of 7.5 oz. per square yard in a rip stop weave. The shell material must be treated with **SST™ (SUPER SHELLTITE)** which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garments shall be either black gold, yellow, light gold, dark gold – to be determined by the department. **Bids offering this shell material without the SST™ will not be considered.**

Comply Exception

THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE "**QUANTUM 3D® SL2I™**"; a Kevlar filament and FR rayon/para-aramid/nylon, spun yarn Goldcheck™ face cloth quilted to one flat layer and one three dimensional layer of Nomex®/Kevlar® spunlace with a finished weight of approximately 7.7 oz. per square yard. A 7 inch by 9 inch pocket, constructed of self-material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a single needle stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

Comply Exception

MOISTURE BARRIER - JACKETS AND PANTS

The moisture barrier material shall be W.L. GORE **CROSSTECH® 3-layer moisture barrier – Type 4A**, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate and a 1.8 ounce per square yard Nomex® woven fabric. The CROSSTECH® membrane is an enhanced bicomponent membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon) matrix having a continuous hydrophilic (i.e. water loving) and oleophobic (i.e. oil hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE SEAM® tape using a Series 6000 (or higher) GORE SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. The moisture barrier material shall meet all moisture barrier requirements of NFPA 1971 which directly includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and indirectly includes total heat loss (THL) and thermal protective performance (TPP). The moisture barrier shall be sewn to the

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

thermal liner at the edges only and bound with bias-cut neoprene coated cotton/polyester binding. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

Comply Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

Comply Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. A total of six snap fasteners shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the top most collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearers skin. Corresponding snaps shall be installed through a moisture barrier leader measuring an approximate height of 1.75 – 2 inches and shall not penetrate through to the outer shell on the backside of the collar. The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Ara-Shield® snap fasteners at each sleeve end. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.

Comply Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

Comply Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

JACKET CONSTRUCTION

BODY

The body of the shell and AXTION® liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

Comply Exception

AXTION® BACK

The jacket outer shell shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the AXTION® sleeves. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem. Pleats that do not extend to the hem will not be considered, since they do not provide a true AXTION® back.

The moisture barrier and thermal liner layers shall be designed with darts corresponding to the added length in the shell provided by the AXTION® back pleats. The darts are positioned at the shoulder blades, outside of the SCBA straps and work together with the corresponding outer shell pleats in the AXTION® back, providing maximum expansion. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

Comply Exception

LOGOS

The garment brand shall be identified by means of red FR Nomex® thread embroidery on the top of the right collar denoting "GLOBE" as the manufacturer. There shall be a reflective label specific to the garment style, measuring 1 inch wide by 4 inches long, installed on the left pocket flap.

Comply Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1½ inch wide strap, constructed of black Kevlar® with a red Nomex® center stripe, will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port will be covered by an outside flap of shell material, with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER ACCESS OPENING (JACKET)

The liner system of the jacket shall incorporate an opening at each of the leading edges of the left and right front panels. This opening shall run a minimum of 12 inches along the perimeters for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

Comply Exception

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA.

The trim shall be in the following widths and shall be **High Visibility (HV) style**; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, horizontally across the chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow, across the shoulders on the back approximately 7½ inches below the neck seam, two vertical stripes on the back (one on each side) beginning at the top of the bottom band of trim and extending up to the bottom of the upper band of trim.

Comply Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC. this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

Comply Exception

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row A reading: EDINBURG

Comply Exception

LETTER PATCH

Hanging Letter Patch

The hanging letter patch shall be constructed of a double layer of Black Gemini XT outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR Velcro® hook & loop fastener tape.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

_____Comply _____Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. There shall be two layers of specified moisture barrier material sandwiched in between two layers of outer shell fabric (see Moisture Barrier section). The forward inside ply of moisture barrier shall be sewn to the inside of the collar along the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements, while maintaining thermal protection. The collar shall be a minimum of 3 inches high and graded to chest size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar back layers of outer shell and moisture barrier shall be joined to the body panels with a minimum of two rows of stitching. The collar front layers of outer shell and moisture barrier fabric shall have a series of 6 snap fasteners spaced equidistant to minimize gaps on lower edge of the collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearer's skin. There shall be 6 corresponding snap fasteners on a moisture barrier leader, which is sewn to the thermal liner system to engage the snaps on the collar. The snaps on the thermal liner system leader will be installed such that they do not penetrate from the outer shell through to the inner layers. This moisture barrier leader on the thermal liner system shall be sandwiched between the underside of the top collar shell fabric and moisture barrier material and the bottom collar shell fabric and moisture barrier material so as to reduce the possibility of liner detachment while donning and doffing.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1 inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR Velcro® hook and loop fastener tape. The FR Velcro® hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape shall be sewn vertically to the inside of each end of the throat tab. Corresponding pieces of FR Velcro® hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 3 inch piece of FR Velcro® hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape. The collar closure strap shall fold in half for storage with the FR Velcro® loop fastener tape engaging the FR Velcro® hook fastener tape.

A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at the center.

_____Comply _____Exception

JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech® 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾" beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

STORM FLAP

A rectangular storm flap measuring approximately 3 inches wide and a minimum of 23 inches long (based on a 32" jacket) shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with bartacks.

Comply Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 22 inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and hook and dee rings on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket facings. The storm flap shall close over the left and right jacket body panels and shall be secured by means of four non-ferrous inward facing hook and dee rings. The dee rings shall be secured to the leading edge of the storm flap with two rivets. The dee rings shall be spaced evenly along the storm flap. Four inward facing hooks shall be attached to the left front body panel with three rivets for each hook. The rivets shall be reinforced on the inside of the body panel with a single circular piece of leather for each hook. The inward facing hooks shall be positioned in such a manner that they engage the dee rings when the storm flap is closed over the front of the jacket.

Comply Exception

CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. *The expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven bartacks and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of FR Velcro® fastener tape. Two pieces of 1 ½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings shall not be considered acceptable.

Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe.

26" length jacket – standard size pockets are not available, expansion pockets are available in either 2 inch deep by 10 inch wide by 6 inch high or 2 inch deep by 8 inch wide by 6 inch high

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

_____ Comply _____ Exception

AXTION® SLEEVES

The sleeves shall be of two piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

_____ Comply _____ Exception

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

_____ Comply _____ Exception

WRISTLETS / ELASTICIZED ADJUSTABLE SLEEVE WELLS

Each jacket shall be equipped with **Nomex® knit wristlets with thumb loops** not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

_____ Comply _____ Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER ELBOW THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be approximately 5 inches by 8 inches. All edges shall be finished by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.

Comply Exception

LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of 7 inches to provide greater CCHR protection in this high compression area. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

Comply Exception

UPPER BACK REINFORCEMENT

An additional layer of outer shell material shall be used to reinforce the upper back area of the jacket. The additional shoulder reinforcement layer shall also serve to increase thermal insulation to the upper back area. This reinforcement layer shall extend from shoulder seam to shoulder seam and from the juncture of the collar and back panel to a depth of 7½ inches. The upper back reinforcement layer will be double stitched to the back body panel with Nomex® thread.

Comply Exception

RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR Velcro® fastener tape. A 1½ inch by 3 inch piece of FR Velcro® hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR Velcro® loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester impermeable barrier material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 3.5 inches wide by 9 inches high and shall be installed on the left chest. Note: radio pocket 6-inch and over in height requires trim.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

NOTCHED RADIO POCKET FLAP

The radio pocket flap shall be notched to accommodate the radio antenna on the left side as worn.

Comply Exception

MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1 inch x 3 inches. There shall be three microphone straps and all shall be constructed of double layer outer shell material. The first microphone strap shall be mounted above the radio pocket. A second microphone strap shall be mounted on the radio pocket flap. There shall be a microphone straps on the right chest. Another shall be mounted on the right chest above the trim next to the stormflap under the mask pocket.

Comply Exception

LARGE DETACHABLE BREATHING APPARATUS FACE MASK POUCH

An oval shaped pouch measuring approximately 4 inches deep by 9 inches wide by 15 inches high shall be constructed of outer shell material. Two metal drain eyelets shall be installed in the bottom of the pouch. The pouch closure shall consist of a heavy-duty zipper mounted on the left side of the pocket (as oriented to the wearer). The pouch shall be completely detachable from the jacket and shall accommodate a breathing apparatus facemask. A 1 inch loop, constructed of outer shell material, shall be sewn to the top of the pouch. A 1 inch diameter dee ring shall be captured within the loop. An inward facing metal helmet snap shall be riveted to a leather strap approximately 2 inches in length and of double thickness. The strap and helmet snap shall be mounted vertically to the front of the jacket with the helmet snap in the down position and shall engage the dee ring on the pouch. The detachable pouch shall be mounted on the right chest.

Comply Exception

EMBROIDERED TEXAS FLAG

Each jacket shall have a Nomex® embroidered Texas flag that measures approximately 2½ inches by 3½ inches installed on the left sleeve. Flags made of fabric other than Nomex® shall be considered unacceptable.

Comply Exception

CUSTOM PRINTED PATCH

The Globe custom patch is printed onto an FR Cotton fabric and features an image of the department patch provided. This vectored image depicts the patch in the exact shape and color as it is designed, portrayed onto a black background. The patch is sewn onto the garment using a rectangular stitch pattern that is sized according to the patch dimensions.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

PANT CONSTRUCTION

BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

Comply Exception

SIZING

The pant shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

Comply Exception

LINER ACCESS OPENING (PANT)

The combined moisture barrier and the thermal liner shall be completely removable for the pant. The thermal liner and moisture barrier layers of the liner system shall be stitched together and bound around the cuffs, but each layer will be individually bound at the top of the waist. The binding shall be of Bias-Cut neoprene coated cotton/polyester material for a finished appearance that prevents fraying and wicking of contaminants. The thermal liner and moisture barrier layers are attached at the waist band with a snap one either side and one center snap. Additionally, there shall be four independent snap tabs that secure the moisture barrier layer to the shell to prevent any gapping. The bottom of the liner fly opening shall have a reinforcement of black Nomex® Twill which serves to prevent the liner from tearing in this area which is highly stressed as a result of the constant donning and doffing of the pants.

The liner system of the pant shall incorporate a full length opening along the entire waistline for ease in inspecting the inner layers as well as performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape, and joined together with a snap at the center back. There shall be a minimum of 4 snap tabs sewn to the underside of the waistband, with corresponding snaps in the moisture barrier layer to secure the barrier to the shell. As described previously, the pant thermal layer snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

Comply Exception

RETROREFLECTIVE FLUORESCENT TRIM

The pant shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (LY borders with silver center). Bottom of trim band shall be located approximately 3" above cuff. The pant shall also have a stripe of retroreflective fluorescent trim down the side of each leg in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (LY borders with silver center).

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC, this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

_____ Comply _____ Exception

WAISTBAND

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement to create a three-layer protection. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be serged and unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband only serve to save the manufacturer both money and labor and shall be considered unacceptable.

_____ Comply _____ Exception

PANT CLOSURE SYSTEM

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be attached to a leather strap that is triple riveted to the right front body panel in the waist area. A leather backed dee ring shall be riveted to the leading edge of the fly flap near the top. The snap hook shall engage the dee ring located on the fly flap when in the closed position.

_____ Comply _____ Exception

ESCAPE BELT WITH BELT LOOPS (OPTIONAL)

The pant shall have an integrated Escape Belt, which is independently certified as meeting the belt requirements of NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services. The Escape belt shall be comprised of Kevlar® webbing with a hook and an adjustable D-ring closure, graded for the waist size of the pants. The hook and dee closure system of the Escape Belt also serves as the positive front closure for the pants, eliminating redundant closure systems. The pants shall be equipped with a series of approximately 3 inch by 3 inch outer shell material belt loops spaced around the waist to accommodate the aramid belt.

Selection of this option shall delete the inward facing metal safety hook and dee ring and take up straps.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

_____ Comply _____ Exception

EXTERNAL / INTERNAL FLY FLAP

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with backtacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material.

The underside of the outside fly flap shall have a 1½ inch wide piece of FR Velcro® loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR Velcro® hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

There shall be an option for the outside fly flap to be a heavy duty zipper and 1½ inch wide by full length flame resistant hook and loop fastener tape. The teeth of the zipper shall be mounted on Nomex® cloth and shall be sewn into the leading edges of the respective left and right front body panels from the crotch area to the waist band. Flame resistant hook and loop fastener tape shall close the flap. The FR loop portion shall be sewn with four rows of stitching to the inside of the leading edge of the external fly flap. The corresponding portion of FR hook fastener tape shall be sewn with four rows of stitching to the right front body panel positioned to engage the loop portion when the external fly flap is in the closed position.

Appropriate snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the pants in the closed position.

_____ Comply _____ Exception

AXTION® KNEE

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The AXTION® knee will be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four pleats per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The pleats and darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

_____ Comply _____ Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER KNEE THERMAL ENHANCEMENT

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, will be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

____ Comply ____ Exception

KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material. The knee reinforcement shall be slightly offset to the outside of the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable without opening up any seams of the outer shell of the pant.

____ Comply ____ Exception

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of Silizone® foam sewn to the liner, sandwiched between the thermal liner and moisture barrier.

____ Comply ____ Exception

EXPANSION POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the outseam above the knee and positioned to provide accessibility. *The lower half of each expansion pocket shall be reinforced with a layer of Kevlar® material on the inside.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be closed by means of FR Velcro® hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

The pockets shall have 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center) running vertically on the pockets and on the pocket flaps.

____ Comply ____ Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

6 PACK TOOL COMPARTMENT

A tool pocket constructed of Kevlar® material and measuring approximately 8 inches high by 10 inches wide will be installed on the inside of the right pocket with double stitching. The front pockets will measure 6 inches high. Two separate rows of stitching will divide the tool pocket into six compartments, three in front (6 inches high) and three in back (8 inches high), measuring approximately 3 inches wide and set side-by-side.

_____ Comply _____ Exception

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the leg cuff for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the end of the leg for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

_____ Comply _____ Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.

_____ Comply _____ Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

AXTION® SEAT

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 2½ inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

Comply Exception

TAKE UP STRAPS SYSTEM

The pants shall be equipped with two take up straps. The straps shall be constructed of 1 inch wide black Aramid twill and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps. The rear strap component shall be constructed of black twill Nomex®. The rear strap shall measure 1 inch wide and 4 inches long, folded back to form a loop, and shall be backtacked to the pants. The loop shall hold a high temp thermoplastic buckle. The buckle shall point toward the front. The front strap component shall measure 1 inch wide by approximately 9 inches long (finished dimension). One end shall be folded back on itself to form a loop. A high temp thermoplastic slide fastener shall be captured within the loop. The front strap component shall be inserted through the buckle on the rear strap component, back through the slide fastener, and the end shall be backtacked to the pants. A pull-tab of 1 inch black Aramid twill shall be affixed to the slide fastener. The take up strap pull-tabs shall pull toward the front to allow for adjustment.

Comply Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

Comply Exception

THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

- Compliance to NFPA Standard #1971
- Underwriters Laboratories classified mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number
- Date of manufacture
- Size

Comply Exception

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

Yes No

BETTER BUSINESS BUREAU:

The manufacturer is accredited by the Better Business Bureau, showing a commitment to ethical and principled business practices.

Comply Exception

WARRANTY:

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

Comply Exception

HOOK AND LOOP SUPPORT PROGRAM

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

SIZING BY VENDOR:

Both male and female sizing samples shall be available.

Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 96 hours of written notice. Measuring with a tape measure is not acceptable.

Comply Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

On-site care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion.

An on-site OSHA mandated training class on the Knowing the Limits of Your PPE shall be provided at no charge. The training shall include structural firefighting coat, pant and boots.

Comply Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1 dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture
- Mark-For Data

This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

PPE RECORD KEEPING

The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's barcoded serial number.

_____ Comply _____ Exception

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

BID FORM FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Respectfully submitted this ____ day of _____, 2016.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____

COPY

THE CITY OF EDINBURG

NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, March 21, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-71 PERSONAL PROTECTIVE EQUIPMENT

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Shawn Snider, Fire Chief, at (956) 383-7691.

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.


CITY OF EDINBURG
INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the purchase of **PERSONAL PROTECTIVE EQUIPMENT** for the City of Edinburg for a two (2) year period with the option to renew for one (1) additional year, and upon mutual agreeable terms, commencing from the date of award.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL,**" and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas 78541

If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

INSTRUCTIONS TO BIDDERS (Continued):

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

INSTRUCTIONS TO BIDDERS (Continued):

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of PERSONAL PROTECTIVE EQUIPMENT as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

INSTRUCTIONS TO BIDDERS (Continued):

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

INSTRUCTIONS TO BIDDERS (Continued):

PAST PERFORMANCE

Vendors past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

INSTRUCTIONS TO BIDDERS (Continued):

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

STANDARD INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence

INSTRUCTIONS TO BIDDERS (Continued):

Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

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

BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
PERSONAL PROTECTIVE EQUIPMENT**

BID NO. 2016-71

BID OPENING DATE: March 21, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned PERSONAL PROTECTIVE EQUIPMENT.

GENERAL REQUIREMENTS AND AGREEMENT FOR PERSONAL PROTECTIVE EQUIPMENT:

You are invited to submit a sealed bid for the purchase of PERSONAL PROTECTIVE EQUIPMENT as requested by the City of Edinburg Fire Department.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

**GENERAL SPECIFICATIONS
PROTECTIVE JACKET AND PANTS FOR STRUCTURAL FIRE FIGHTING**

SCOPE

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.

Comply Exception

SIZING

In order to insure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender:	Gender specific Mens and Womens patterns
Waist:	Even sizes
Body Shape:	Men's: Relaxed and Regular Note: Relaxed is a fuller cut in the hips and thighs, like relaxed jeans. Women's: Relaxed
Inseam:	Even sizes

Jackets:

Gender:	Gender specific Mens and Womens patterns will be available.
Chest:	Even sizes
Back Length:	Mens 29", 32", 35", 40" Womens 26", 29"
Body Shape:	Men's: Straight and Tapered Note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH Ready trouser is being specified.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Sleeve: Women's: Straight
1" increments

Jackets and Pants available in only one standard shape will not be acceptable.

Comply Exception.

OUTER SHELL MATERIAL - JACKETS AND PANTS

The **Kombat Flex™** outer shell shall be constructed of 64/36 Kevlar®/PBI™ twill weave outer shell fabric with an approximate weight of 6.9 oz. per square yard. The Kombat Flex™ material shall be manufactured by TENCATE and must be treated with **SST™ (SUPER SHELLTITE)** which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garments shall be natural/gold.

There shall be an option for the outer shell to be constructed of TENCATE "**ULTRA®**" 60/20/20 Kevlar®/Nomex®/PBO blend material with an approximate weight of 7.5 oz. per square yard in a rip stop weave. The shell material must be treated with **SST™ (SUPER SHELLTITE)** which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garments shall be either black gold, yellow, light gold, dark gold – to be determined by the department. **Bids offering this shell material without the SST™ will not be considered.**

Comply Exception

THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE "**QUANTUM 3D® SL2i™**"; a Kevlar filament and FR rayon/para-aramid/nylon, spun yarn Goldcheck™ face cloth quilted to one flat layer and one three dimensional layer of Nomex®/Kevlar® spunlace with a finished weight of approximately 7.7 oz. per square yard. A 7 inch by 9 inch pocket, constructed of self-material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a single needle stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

Comply Exception

MOISTURE BARRIER - JACKETS AND PANTS

The moisture barrier material shall be W.L. GORE **CROSSTECH® 3-layer moisture barrier – Type 4A**, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate and a 1.8 ounce per square yard Nomex® woven fabric. The CROSSTECH® membrane is an enhanced bicomponent membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon) matrix having a continuous hydrophilic (i.e. water loving) and oleophobic (i.e. oil hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE SEAM® tape using a Series 6000 (or higher) GORE SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. The moisture barrier material shall meet all moisture barrier requirements of NFPA 1971 which directly includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and indirectly includes total heat loss (THL) and thermal protective performance (TPP). The moisture barrier shall be sewn to the

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

thermal liner at the edges only and bound with bias-cut neoprene coated cotton/polyester binding. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

Comply Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

Comply Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. A total of six snap fasteners shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the top most collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearers skin. Corresponding snaps shall be installed through a moisture barrier leader measuring an approximate height of 1.75 – 2 inches and shall not penetrate through to the outer shell on the backside of the collar. The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Ara-Shield® snap fasteners at each sleeve end. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.

Comply Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

Comply Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

JACKET CONSTRUCTION

BODY

The body of the shell and AXTION® liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

Comply Exception

AXTION® BACK

The jacket outer shell shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the AXTION® sleeves. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem. Pleats that do not extend to the hem will not be considered, since they do not provide a true AXTION® back.

The moisture barrier and thermal liner layers shall be designed with darts corresponding to the added length in the shell provided by the AXTION® back pleats. The darts are positioned at the shoulder blades, outside of the SCBA straps and work together with the corresponding outer shell pleats in the AXTION® back, providing maximum expansion. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

Comply Exception

LOGOS

The garment brand shall be identified by means of red FR Nomex® thread embroidery on the top of the right collar denoting "GLOBE" as the manufacturer. There shall be a reflective label specific to the garment style, measuring 1 inch wide by 4 inches long, installed on the left pocket flap.

Comply Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1½ inch wide strap, constructed of black Kevlar® with a red Nomex® center stripe, will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port will be covered by an outside flap of shell material, with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER ACCESS OPENING (JACKET)

The liner system of the jacket shall incorporate an opening at each of the leading edges of the left and right front panels. This opening shall run a minimum of 12 inches along the perimeters for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

Comply Exception

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA.

The trim shall be in the following widths and shall be **High Visibility (HV) style**; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, horizontally across the chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow, across the shoulders on the back approximately 7½ inches below the neck seam, two vertical stripes on the back (one on each side) beginning at the top of the bottom band of trim and extending up to the bottom of the upper band of trim.

Comply Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC. this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

Comply Exception

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row A reading: EDINBURG

Comply Exception

LETTER PATCH

Hanging Letter Patch

The hanging letter patch shall be constructed of a double layer of Black Gemini XT outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR Velcro® hook & loop fastener tape.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. There shall be two layers of specified moisture barrier material sandwiched in between two layers of outer shell fabric (see Moisture Barrier section). The forward inside ply of moisture barrier shall be sewn to the inside of the collar along the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements, while maintaining thermal protection. The collar shall be a minimum of 3 inches high and graded to chest size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar back layers of outer shell and moisture barrier shall be joined to the body panels with a minimum of two rows of stitching. The collar front layers of outer shell and moisture barrier fabric shall have a series of 6 snap fasteners spaced equidistant to minimize gaps on lower edge of the collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearer's skin. There shall be 6 corresponding snap fasteners on a moisture barrier leader, which is sewn to the thermal liner system to engage the snaps on the collar. The snaps on the thermal liner system leader will be installed such that they do not penetrate from the outer shell through to the inner layers. This moisture barrier leader on the thermal liner system shall be sandwiched between the underside of the top collar shell fabric and moisture barrier material and the bottom collar shell fabric and moisture barrier material so as to reduce the possibility of liner detachment while donning and doffing.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1 inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR Velcro® hook and loop fastener tape. The FR Velcro® hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape shall be sewn vertically to the inside of each end of the throat tab. Corresponding pieces of FR Velcro® hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 3 inch piece of FR Velcro® hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape. The collar closure strap shall fold in half for storage with the FR Velcro® loop fastener tape engaging the FR Velcro® hook fastener tape.

A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at the center.

Comply Exception

JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech® 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾" beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

STORM FLAP

A rectangular storm flap measuring approximately 3 inches wide and a minimum of 23 inches long (based on a 32" jacket) shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with bartacks.

Comply Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 22 inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and hook and dee rings on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket facings. The storm flap shall close over the left and right jacket body panels and shall be secured by means of four non-ferrous inward facing hook and dee rings. The dee rings shall be secured to the leading edge of the storm flap with two rivets. The dee rings shall be spaced evenly along the storm flap. Four inward facing hooks shall be attached to the left front body panel with three rivets for each hook. The rivets shall be reinforced on the inside of the body panel with a single circular piece of leather for each hook. The inward facing hooks shall be positioned in such a manner that they engage the dee rings when the storm flap is closed over the front of the jacket.

Comply Exception

CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. *The expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven bartacks and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of FR Velcro® fastener tape. Two pieces of 1 ½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings shall not be considered acceptable.

Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe.

26" length jacket – standard size pockets are not available, expansion pockets are available in either 2 inch deep by 10 inch wide by 6 inch high or 2 inch deep by 8 inch wide by 6 inch high

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

AXTION® SLEEVES

The sleeves shall be of two piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

Comply Exception

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

Comply Exception

WRISTLETS / ELASTICIZED ADJUSTABLE SLEEVE WELLS

Each jacket shall be equipped with **Nomex® knit wristlets with thumb loops** not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER ELBOW THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be approximately 5 inches by 8 inches. All edges shall be finished by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.

Comply Exception

LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of 7 inches to provide greater CCHR protection in this high compression area. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

Comply Exception

UPPER BACK REINFORCEMENT

An additional layer of outer shell material shall be used to reinforce the upper back area of the jacket. The additional shoulder reinforcement layer shall also serve to increase thermal insulation to the upper back area. This reinforcement layer shall extend from shoulder seam to shoulder seam and from the juncture of the collar and back panel to a depth of 7½ inches. The upper back reinforcement layer will be double stitched to the back body panel with Nomex® thread.

Comply Exception

RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR Velcro® fastener tape. A 1½ inch by 3 inch piece of FR Velcro® hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR Velcro® loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester impermeable barrier material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 3.5 inches wide by 9 inches high and shall be installed on the left chest. Note: radio pocket 6-inch and over in height requires trim.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

NOTCHED RADIO POCKET FLAP

The radio pocket flap shall be notched to accommodate the radio antenna on the left side as worn.

Comply Exception

MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1 inch x 3 inches. There shall be three microphone straps and all shall be constructed of double layer outer shell material. The first microphone strap shall be mounted above the radio pocket. A second microphone strap shall be mounted on the radio pocket flap. There shall be a microphone straps on the right chest. Another shall be mounted on the right chest above the trim next to the stormflap under the mask pocket.

Comply Exception

LARGE DETACHABLE BREATHING APPARATUS FACE MASK POUCH

An oval shaped pouch measuring approximately 4 inches deep by 9 inches wide by 15 inches high shall be constructed of outer shell material. Two metal drain eyelets shall be installed in the bottom of the pouch. The pouch closure shall consist of a heavy-duty zipper mounted on the left side of the pocket (as oriented to the wearer). The pouch shall be completely detachable from the jacket and shall accommodate a breathing apparatus facemask. A 1 inch loop, constructed of outer shell material, shall be sewn to the top of the pouch. A 1 inch diameter dee ring shall be captured within the loop. An inward facing metal helmet snap shall be riveted to a leather strap approximately 2 inches in length and of double thickness. The strap and helmet snap shall be mounted vertically to the front of the jacket with the helmet snap in the down position and shall engage the dee ring on the pouch. The detachable pouch shall be mounted on the right chest.

Comply Exception

EMBROIDERED TEXAS FLAG

Each jacket shall have a Nomex® embroidered Texas flag that measures approximately 2½ inches by 3½ inches installed on the left sleeve. Flags made of fabric other than Nomex® shall be considered unacceptable.

Comply Exception

CUSTOM PRINTED PATCH

The Globe custom patch is printed onto an FR Cotton fabric and features an image of the department patch provided. This vectored image depicts the patch in the exact shape and color as it is designed, portrayed onto a black background. The patch is sewn onto the garment using a rectangular stitch pattern that is sized according to the patch dimensions.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

PANT CONSTRUCTION

BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

Comply Exception

SIZING

The pant shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

Comply Exception

LINER ACCESS OPENING (PANT)

The combined moisture barrier and the thermal liner shall be completely removable for the pant. The thermal liner and moisture barrier layers of the liner system shall be stitched together and bound around the cuffs, but each layer will be individually bound at the top of the waist. The binding shall be of Bias-Cut neoprene coated cotton/polyester material for a finished appearance that prevents fraying and wicking of contaminants. The thermal liner and moisture barrier layers are attached at the waist band with a snap one either side and one center snap. Additionally, there shall be four independent snap tabs that secure the moisture barrier layer to the shell to prevent any gapping. The bottom of the liner fly opening shall have a reinforcement of black Nomex® Twill which serves to prevent the liner from tearing in this area which is highly stressed as a result of the constant donning and doffing of the pants.

The liner system of the pant shall incorporate a full length opening along the entire waistline for ease in inspecting the inner layers as well as performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape, and joined together with a snap at the center back. There shall be a minimum of 4 snap tabs sewn to the underside of the waistband, with corresponding snaps in the moisture barrier layer to secure the barrier to the shell. As described previously, the pant thermal layer snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

Comply Exception

RETROREFLECTIVE FLUORESCENT TRIM

The pant shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff. The pant shall also have a stripe of retroreflective fluorescent trim down the side of each leg in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center).

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC, this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

Comply Exception

WAISTBAND

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement to create a three-layer protection. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be serged and unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband only serve to save the manufacturer both money and labor and shall be considered unacceptable.

Comply Exception

PANT CLOSURE SYSTEM

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be attached to a leather strap that is triple riveted to the right front body panel in the waist area. A leather backed dee ring shall be riveted to the leading edge of the fly flap near the top. The snap hook shall engage the dee ring located on the fly flap when in the closed position.

Comply Exception

ESCAPE BELT WITH BELT LOOPS (OPTIONAL)

The pant shall have an integrated Escape Belt, which is independently certified as meeting the belt requirements of NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services. The Escape belt shall be comprised of Kevlar® webbing with a hook and an adjustable D-ring closure, graded for the waist size of the pants. The hook and dee closure system of the Escape Belt also serves as the positive front closure for the pants, eliminating redundant closure systems. The pants shall be equipped with a series of approximately 3 inch by 3 inch outer shell material belt loops spaced around the waist to accommodate the aramid belt.

Selection of this option shall delete the inward facing metal safety hook and dee ring and take up straps.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

EXTERNAL / INTERNAL FLY FLAP

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with backtacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material.

The underside of the outside fly flap shall have a 1½ inch wide piece of FR Velcro® loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR Velcro® hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

There shall be an option for the outside fly flap to be a heavy duty zipper and 1½ inch wide by full length flame resistant hook and loop fastener tape. The teeth of the zipper shall be mounted on Nomex® cloth and shall be sewn into the leading edges of the respective left and right front body panels from the crotch area to the waist band. Flame resistant hook and loop fastener tape shall close the flap. The FR loop portion shall be sewn with four rows of stitching to the inside of the leading edge of the external fly flap. The corresponding portion of FR hook fastener tape shall be sewn with four rows of stitching to the right front body panel positioned to engage the loop portion when the external fly flap is in the closed position.

Appropriate snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the pants in the closed position.

Comply Exception

AXTION® KNEE

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The AXTION® knee will be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four pleats per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The pleats and darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER KNEE THERMAL ENHANCEMENT

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, will be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

Comply Exception

KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material. The knee reinforcement shall be slightly offset to the outside of the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable without opening up any seams of the outer shell of the pant.

Comply Exception

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of Silizone® foam sewn to the liner, sandwiched between the thermal liner and moisture barrier.

Comply Exception

EXPANSION POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the outseam above the knee and positioned to provide accessibility. *The lower half of each expansion pocket shall be reinforced with a layer of Kevlar® material on the inside.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be closed by means of FR Velcro® hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

The pockets shall have 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center) running vertically on the pockets and on the pocket flaps.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

6 PACK TOOL COMPARTMENT

A tool pocket constructed of Kevlar® material and measuring approximately 8 inches high by 10 inches wide will be installed on the inside of the right pocket with double stitching. The front pockets will measure 6 inches high. Two separate rows of stitching will divide the tool pocket into six compartments, three in front (6 inches high) and three in back (8 inches high), measuring approximately 3 inches wide and set side-by-side.

Comply Exception

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the leg cuff for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the end of the leg for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

Comply Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

AXTION® SEAT

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 2½ inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

Comply Exception

TAKE UP STRAPS SYSTEM

The pants shall be equipped with two take up straps. The straps shall be constructed of 1 inch wide black Aramid twill and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps. The rear strap component shall be constructed of black twill Nomex®. The rear strap shall measure 1 inch wide and 4 inches long, folded back to form a loop, and shall be backtacked to the pants. The loop shall hold a high temp thermoplastic buckle. The buckle shall point toward the front. The front strap component shall measure 1 inch wide by approximately 9 inches long (finished dimension). One end shall be folded back on itself to form a loop. A high temp thermoplastic slide fastener shall be captured within the loop. The front strap component shall be inserted through the buckle on the rear strap component, back through the slide fastener, and the end shall be backtacked to the pants. A pull-tab of 1 inch black Aramid twill shall be affixed to the slide fastener. The take up strap pull-tabs shall pull toward the front to allow for adjustment.

Comply Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

Comply Exception

THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

Compliance to NFPA Standard #1971
Underwriters Laboratories classified mark
Manufacturer's name
Manufacturer's address
Manufacturer's garment identification number
Date of manufacture
Size

Comply Exception

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

Yes No

BETTER BUSINESS BUREAU:

The manufacturer is accredited by the Better Business Bureau, showing a commitment to ethical and principled business practices.

Comply Exception

WARRANTY:

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

Comply Exception

HOOK AND LOOP SUPPORT PROGRAM

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

SIZING BY VENDOR:

Both male and female sizing samples shall be available.

Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 96 hours of written notice. Measuring with a tape measure is not acceptable.

Comply Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

On-site care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion.

An on-site OSHA mandated training class on the Knowing the Limits of Your PPE shall be provided at no charge. The training shall include structural firefighting coat, pant and boots.

Comply Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1 dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture
- Mark-For Data

This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

PPE RECORD KEEPING

The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's barcoded serial number.

Comply Exception

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

**CITY OF EDINBURG
 BID FORM FOR
 PERSONAL PROTECTIVE EQUIPMENT**

BID NO. 2016-71

BID OPENING DATE: March 21, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for **PERSONAL PROTECTIVE EQUIPMENT** according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> OTHER _____
<input type="checkbox"/> DEALER/LOCAL	
Specify _____	
CONTRACT NUMBER: _____	COMMODITY NUMBER: _____
(if applicable)	(if applicable)

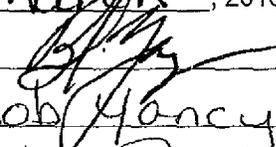
ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
1	10	PERSONAL PROTECTIVE EQUIPMENT (SPECIFICATIONS B)	\$ <u>2,744.74</u>
<i>TOTAL</i>			\$ <u>27,447.40</u>

BID FORM FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Respectfully submitted this 17 day of March, 2016.

SIGNATURE:



TYPE/PRINT NAME:

Bob Hancy

TITLE:

Sales Representative

COMPANY:

Casco Industries, Inc.

ADDRESS:

1920 Rankin Rd Ste 155
Houston, Tx 77073

TELEPHONE NO.:

281-443-0999

FAX NO.:

281-443-0858

EMAIL:

bhancy@cascoIndustries.com

THE CITY OF EDINBURG

NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, March 21, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-71 PERSONAL PROTECTIVE EQUIPMENT

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Shawn Snider, Fire Chief, at (956) 383-7691.

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the purchase of PERSONAL PROTECTIVE EQUIPMENT for the City of Edinburg for a two (2) year period with the option to renew for one (1) additional year, and upon mutual agreeable terms, commencing from the date of award.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas 78541

If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

INSTRUCTIONS TO BIDDERS (Continued):

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war, Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

INSTRUCTIONS TO BIDDERS (Continued):

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of PERSONAL PROTECTIVE EQUIPMENT as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

INSTRUCTIONS TO BIDDERS (Continued):

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

INSTRUCTIONS TO BIDDERS (Continued):

PAST PERFORMANCE

Vendors past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

INSTRUCTIONS TO BIDDERS (Continued):

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

STANDARD INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence

INSTRUCTIONS TO BIDDERS (Continued):

Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

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

BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the date fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Sleeve: Women's: Straight
1" increments

Jackets and Pants available in only one standard shape will not be acceptable.

Comply Exception:

OUTER SHELL MATERIAL - JACKETS AND PANTS

**PBI Max* De*

The **Kombat Flex™** outer shell shall be constructed of 64/36 Kevlar®/PBI™ twill weave outer shell fabric with an approximate weight of 6.9 oz. per square yard. The **Kombat Flex™** material shall be manufactured by TENCATE and must be treated with **SST™ (SUPER SHELLTITE)** which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garments shall be natural/gold.

There shall be an option for the outer shell to be constructed of TENCATE "**ULTRA®**" 60/20/20 Kevlar®/Nomex®/PBO blend material with an approximate weight of 7.5 oz. per square yard in a rip stop weave. The shell material must be treated with **SST™ (SUPER SHELLTITE)** which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garments shall be either black gold, yellow, light gold, dark gold – to be determined by the department. **Bids offering this shell material without the SST™ will not be considered.**

Comply Exception

THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE "**QUANTUM 3D® SL2i™**"; a Kevlar filament and FR rayon/para-aramid/nylon, spun yarn Goldcheck™ face cloth quilted to one flat layer and one three dimensional layer of Nomex®/Kevlar® spunlace with a finished weight of approximately 7.7 oz. per square yard. A 7 inch by 9 inch pocket, constructed of self-material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a single needle stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

Comply Exception

MOISTURE BARRIER - JACKETS AND PANTS

The moisture barrier material shall be W.L. GORE **CROSSTECH® 3-layer moisture barrier – Type 4A**, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate and a 1.8 ounce per square yard Nomex® woven fabric. The CROSSTECH® membrane is an enhanced bicomponent membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon) matrix having a continuous hydrophilic (i.e. water loving) and oleophobic (i.e. oil hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE SEAM® tape using a Series 6000 (or higher) GORE SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. The moisture barrier material shall meet all moisture barrier requirements of NFPA 1971 which directly includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and indirectly includes total heat loss (THL) and thermal protective performance (TPP). The moisture barrier shall be sewn to the

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

thermal liner at the edges only and bound with bias-cut neoprene coated cotton/polyester binding. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

Comply Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

Comply Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. A total of six snap fasteners shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the top most collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearers skin. Corresponding snaps shall be installed through a moisture barrier leader measuring an approximate height of 1.75 – 2 inches and shall not penetrate through to the outer shell on the backside of the collar. The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Ara-Shield® snap fasteners at each sleeve end. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.

Comply Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

Comply Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

JACKET CONSTRUCTION

BODY

The body of the shell and AXTION® liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

Comply Exception

AXTION® BACK

The jacket outer shell shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the AXTION® sleeves. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem. Pleats that do not extend to the hem will not be considered, since they do not provide a true AXTION® back.

The moisture barrier and thermal liner layers shall be designed with darts corresponding to the added length in the shell provided by the AXTION® back pleats. The darts are positioned at the shoulder blades, outside of the SCBA straps and work together with the corresponding outer shell pleats in the AXTION® back, providing maximum expansion. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

Comply Exception

LOGOS

The garment brand shall be identified by means of red FR Nomex® thread embroidery on the top of the right collar denoting "GLOBE" as the manufacturer. There shall be a reflective label specific to the garment style, measuring 1 inch wide by 4 inches long, installed on the left pocket flap.

Comply Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1½ inch wide strap, constructed of black Kevlar® with a red Nomex® center stripe, will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port will be covered by an outside flap of shell material, with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER ACCESS OPENING (JACKET)

The liner system of the jacket shall incorporate an opening at each of the leading edges of the left and right front panels. This opening shall run a minimum of 12 inches along the perimeters for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

Comply Exception

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA.

The trim shall be in the following widths and shall be **High Visibility (HV) style**; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, horizontally across the chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow, across the shoulders on the back approximately 7½ inches below the neck seam, two vertical stripes on the back (one on each side) beginning at the top of the bottom band of trim and extending up to the bottom of the upper band of trim.

Comply Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC, this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

Comply Exception

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row A reading: EDINBURG

Comply Exception

LETTER PATCH

Hanging Letter Patch

The hanging letter patch shall be constructed of a double layer of Black Gemini XT outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR Velcro® hook & loop fastener tape.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. There shall be two layers of specified moisture barrier material sandwiched in between two layers of outer shell fabric (see Moisture Barrier section). The forward inside ply of moisture barrier shall be sewn to the inside of the collar along the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements, while maintaining thermal protection. The collar shall be a minimum of 3 inches high and graded to chest size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar back layers of outer shell and moisture barrier shall be joined to the body panels with a minimum of two rows of stitching. The collar front layers of outer shell and moisture barrier fabric shall have a series of 6 snap fasteners spaced equidistant to minimize gaps on lower edge of the collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearer's skin. There shall be 6 corresponding snap fasteners on a moisture barrier leader, which is sewn to the thermal liner system to engage the snaps on the collar. The snaps on the thermal liner system leader will be installed such that they do not penetrate from the outer shell through to the inner layers. This moisture barrier leader on the thermal liner system shall be sandwiched between the underside of the top collar shell fabric and moisture barrier material and the bottom collar shell fabric and moisture barrier material so as to reduce the possibility of liner detachment while donning and doffing.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1 inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR Velcro® hook and loop fastener tape. The FR Velcro® hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape shall be sewn vertically to the inside of each end of the throat tab. Corresponding pieces of FR Velcro® hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 3 inch piece of FR Velcro® hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape. The collar closure strap shall fold in half for storage with the FR Velcro® loop fastener tape engaging the FR Velcro® hook fastener tape.

A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at the center.

Comply Exception

JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech® 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾" beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

STORM FLAP

A rectangular storm flap measuring approximately 3 inches wide and a minimum of 23 inches long (based on a 32" jacket) shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with bartacks.

Comply Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 22 inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and hook and dee rings on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket facings. The storm flap shall close over the left and right jacket body panels and shall be secured by means of four non-ferrous inward facing hook and dee rings. The dee rings shall be secured to the leading edge of the storm flap with two rivets. The dee rings shall be spaced evenly along the storm flap. Four inward facing hooks shall be attached to the left front body panel with three rivets for each hook. The rivets shall be reinforced on the inside of the body panel with a single circular piece of leather for each hook. The inward facing hooks shall be positioned in such a manner that they engage the dee rings when the storm flap is closed over the front of the jacket.

Comply Exception

CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. *The expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven bartacks and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of FR Velcro® fastener tape. Two pieces of 1 ½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings shall not be considered acceptable.

Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe.

26" length jacket – standard size pockets are not available, expansion pockets are available in either 2 inch deep by 10 inch wide by 6 inch high or 2 inch deep by 8 inch wide by 6 inch high

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

AXTION® SLEEVES

The sleeves shall be of two piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

Comply Exception

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

Comply Exception

WRISTLETS / ELASTICIZED ADJUSTABLE SLEEVE WELLS

Each jacket shall be equipped with **Nomex® knit wristlets with thumb loops** not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER ELBOW THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be approximately 5 inches by 8 inches. All edges shall be finished by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.

Comply Exception

LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of 7 inches to provide greater CCHR protection in this high compression area. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

Comply Exception

UPPER BACK REINFORCEMENT

An additional layer of outer shell material shall be used to reinforce the upper back area of the jacket. The additional shoulder reinforcement layer shall also serve to increase thermal insulation to the upper back area. This reinforcement layer shall extend from shoulder seam to shoulder seam and from the juncture of the collar and back panel to a depth of 7½ inches. The upper back reinforcement layer will be double stitched to the back body panel with Nomex® thread.

Comply Exception

RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR Velcro® fastener tape. A 1½ inch by 3 inch piece of FR Velcro® hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR Velcro® loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape.

In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester impermeable barrier material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 3.5 inches wide by 9 inches high and shall be installed on the left chest. Note: radio pocket 6-inch and over in height requires trim.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

NOTCHED RADIO POCKET FLAP

The radio pocket flap shall be notched to accommodate the radio antenna on the left side as worn.

Comply Exception

MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1 inch x 3 inches. There shall be three microphone straps and all shall be constructed of double layer outer shell material. The first microphone strap shall be mounted above the radio pocket. A second microphone strap shall be mounted on the radio pocket flap. There shall be a microphone straps on the right chest. Another shall be mounted on the right chest above the trim next to the stormflap under the mask pocket.

Comply Exception

LARGE DETACHABLE BREATHING APPARATUS FACE MASK POUCH

An oval shaped pouch measuring approximately 4 inches deep by 9 inches wide by 15 inches high shall be constructed of outer shell material. Two metal drain eyelets shall be installed in the bottom of the pouch. The pouch closure shall consist of a heavy-duty zipper mounted on the left side of the pocket (as oriented to the wearer). The pouch shall be completely detachable from the jacket and shall accommodate a breathing apparatus facemask. A 1 inch loop, constructed of outer shell material, shall be sewn to the top of the pouch. A 1 inch diameter dee ring shall be captured within the loop. An inward facing metal helmet snap shall be riveted to a leather strap approximately 2 inches in length and of double thickness. The strap and helmet snap shall be mounted vertically to the front of the jacket with the helmet snap in the down position and shall engage the dee ring on the pouch. The detachable pouch shall be mounted on the right chest.

Comply Exception

Flashlight Hook & Strap
IPO nose bag

EMBROIDERED TEXAS FLAG

Each jacket shall have a Nomex® embroidered Texas flag that measures approximately 2½ inches by 3½ inches installed on the left sleeve. Flags made of fabric other than Nomex® shall be considered unacceptable.

Comply Exception

CUSTOM PRINTED PATCH

The Globe custom patch is printed onto an FR Cotton fabric and features an image of the department patch provided. This vectored image depicts the patch in the exact shape and color as it is designed, portrayed onto a black background. The patch is sewn onto the garment using a rectangular stitch pattern that is sized according to the patch dimensions.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

PANT CONSTRUCTION

BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

Comply Exception

SIZING

The pant shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

Comply Exception

LINER ACCESS OPENING (PANT)

The combined moisture barrier and the thermal liner shall be completely removable for the pant. The thermal liner and moisture barrier layers of the liner system shall be stitched together and bound around the cuffs, but each layer will be individually bound at the top of the waist. The binding shall be of Bias-Cut neoprene coated cotton/polyester material for a finished appearance that prevents fraying and wicking of contaminants. The thermal liner and moisture barrier layers are attached at the waist band with a snap one either side and one center snap. Additionally, there shall be four independent snap tabs that secure the moisture barrier layer to the shell to prevent any gapping. The bottom of the liner fly opening shall have a reinforcement of black Nomex® Twill which serves to prevent the liner from tearing in this area which is highly stressed as a result of the constant donning and doffing of the pants.

The liner system of the pant shall incorporate a full length opening along the entire waistline for ease in inspecting the inner layers as well as performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape, and joined together with a snap at the center back. There shall be a minimum of 4 snap tabs sewn to the underside of the waistband, with corresponding snaps in the moisture barrier layer to secure the barrier to the shell. As described previously, the pant thermal layer snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

Comply Exception

RETROREFLECTIVE FLUORESCENT TRIM

The pant shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff. The pant shall also have a stripe of retroreflective fluorescent trim down the side of each leg in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center).

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC, this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

Comply Exception

WAISTBAND

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement to create a three-layer protection. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be serged and unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband only serve to save the manufacturer both money and labor and shall be considered unacceptable.

Comply Exception

PANT CLOSURE SYSTEM

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be attached to a leather strap that is triple riveted to the right front body panel in the waist area. A leather backed dee ring shall be riveted to the leading edge of the fly flap near the top. The snap hook shall engage the dee ring located on the fly flap when in the closed position.

Comply Exception

ESCAPE BELT WITH BELT LOOPS (OPTIONAL)

The pant shall have an integrated Escape Belt, which is independently certified as meeting the belt requirements of NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services. The Escape belt shall be comprised of Kevlar® webbing with a hook and an adjustable D-ring closure, graded for the waist size of the pants. The hook and dee closure system of the Escape Belt also serves as the positive front closure for the pants, eliminating redundant closure systems. The pants shall be equipped with a series of approximately 3 inch by 3 inch outer shell material belt loops spaced around the waist to accommodate the aramid belt.

Selection of this option shall delete the inward facing metal safety hook and dee ring and take up straps.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

EXTERNAL / INTERNAL FLY FLAP

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with backtacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material.

The underside of the outside fly flap shall have a 1½ inch wide piece of FR Velcro® loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR Velcro® hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

There shall be an option for the outside fly flap to be a heavy duty zipper and 1½ inch wide by full length flame resistant hook and loop fastener tape. The teeth of the zipper shall be mounted on Nomex® cloth and shall be sewn into the leading edges of the respective left and right front body panels from the crotch area to the waist band. Flame resistant hook and loop fastener tape shall close the flap. The FR loop portion shall be sewn with four rows of stitching to the inside of the leading edge of the external fly flap. The corresponding portion of FR hook fastener tape shall be sewn with four rows of stitching to the right front body panel positioned to engage the loop portion when the external fly flap is in the closed position.

Appropriate snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the pants in the closed position.

Comply Exception

AXTION® KNEE

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The AXTION® knee will be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four pleats per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The pleats and darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER KNEE THERMAL ENHANCEMENT

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, will be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

Comply Exception

KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material. The knee reinforcement shall be slightly offset to the outside of the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable without opening up any seams of the outer shell of the pant.

Comply Exception

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of Silizone® foam sewn to the liner, sandwiched between the thermal liner and moisture barrier.

Comply Exception

EXPANSION POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the outseam above the knee and positioned to provide accessibility. *The lower half of each expansion pocket shall be reinforced with a layer of Kevlar® material on the inside.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be closed by means of FR Velcro® hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

The pockets shall have 3 inch lime/yellow 3M Scotchlite™ Triple Trim (LY borders with silver center) running vertically on the pockets and on the pocket flaps.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

6 PACK TOOL COMPARTMENT

A tool pocket constructed of Kevlar® material and measuring approximately 8 inches high by 10 inches wide will be installed on the inside of the right pocket with double stitching. The front pockets will measure 6 inches high. Two separate rows of stitching will divide the tool pocket into six compartments, three in front (6 inches high) and three in back (8 inches high), measuring approximately 3 inches wide and set side-by-side.

Comply Exception

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the leg cuff for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the end of the leg for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

Comply Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

AXTION® SEAT

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 2½ inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

Comply Exception

TAKE UP STRAPS SYSTEM

The pants shall be equipped with two take up straps. The straps shall be constructed of 1 inch wide black Aramid twill and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps. The rear strap component shall be constructed of black twill Nomex®. The rear strap shall measure 1 inch wide and 4 inches long, folded back to form a loop, and shall be backtacked to the pants. The loop shall hold a high temp thermoplastic buckle. The buckle shall point toward the front. The front strap component shall measure 1 inch wide by approximately 9 inches long (finished dimension). One end shall be folded back on itself to form a loop. A high temp thermoplastic slide fastener shall be captured within the loop. The front strap component shall be inserted through the buckle on the rear strap component, back through the slide fastener, and the end shall be backtacked to the pants. A pull-tab of 1 inch black Aramid twill shall be affixed to the slide fastener. The take up strap pull-tabs shall pull toward the front to allow for adjustment.

Comply Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

Comply Exception

THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

Compliance to NFPA Standard #1971
Underwriters Laboratories classified mark
Manufacturer's name
Manufacturer's address
Manufacturer's garment identification number
Date of manufacture
Size

Comply Exception

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

Yes No

BETTER BUSINESS BUREAU:

The manufacturer is accredited by the Better Business Bureau, showing a commitment to ethical and principled business practices.

Comply Exception

WARRANTY:

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

Comply Exception

HOOK AND LOOP SUPPORT PROGRAM

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

SIZING BY VENDOR:

Both male and female sizing samples shall be available.

Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 96 hours of written notice. Measuring with a tape measure is not acceptable.

Comply Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

On-site care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion.

An on-site OSHA mandated training class on the Knowing the Limits of Your PPE shall be provided at no charge. The training shall include structural firefighting coat, pant and boots.

Comply Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1 dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture
- Mark-For Data

This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

PPE RECORD KEEPING

The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's barcoded serial number.

Comply Exception

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

COUNTRY OF ORIGIN

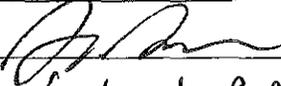
Jackets and Pants shall be manufactured in the United States.

BID FORM FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Respectfully submitted this 21st day of March, 2016.

SIGNATURE:



TYPE/PRINT NAME:

Gabe Labonte

TITLE:

South Texas Sales

COMPANY:

NAFECO, INC

ADDRESS:

538 Kerlick Ln

New Braunfels, 78130

TELEPHONE NO.:

830-832-8388

FAX NO.:

256-855-0852

EMAIL:

Gabe.Labonte@NAFECO.com

- A. Provide Supplier with full information as to requirements for the Services.
- B. Give prompt written notice to Supplier whenever City observes or otherwise becomes aware of any defect in the services.

SECTION IV
RESPONSIBILITIES OF SUPPLIER

- A. The Supplier shall be responsible for providing the Personal Protective Equipment.
- B. The Supplier shall, in the scope of this Agreement, perform the Basic Services as specifically identified in **Exhibit "A"** and as specified in the appropriate sections of the Agreement.

SECTION V
PAYMENT AND FEES

City agrees to pay Supplier for personal protective equipment herein contracted for as provided in **Exhibit "A"**.

- A. The unit rate per set of personal protective equipment is \$2,744.74, as set out in the specifications outlined in Exhibit "A".
- B. City agrees to pay Supplier the unit rate per set of personal protective equipment as specified in Exhibit "A" for the two (2) year term of this Agreement.
- C. Invoices shall be completed in accordance with City regulations.

SECTION VI
TIME OF PERFORMANCE

The Supplier will provide the personal protective equipment outlined in Exhibit "A" within sixty (60) days of issuance of purchase order.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be for a two (2) year period beginning as of the date of issuance of purchase order with the City's option to renew for one (1) additional year.

SECTION VIII
NON-APPROPRIATIONS

Notwithstanding anything in the Agreement documents to the contrary, any and all payments which the City is required to make under this Agreement, shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing (10) ten days' written notice to the other party.

Furthermore, execution of this Agreement does not automatically guarantee a renewal of Agreement upon expiration.

SECTION IX
TERMINATION

Either party to this agreement shall have the right to terminate this Agreement at any time, and for any reason, after thirty (30) days' written notice, and any payment requested shall be made on goods delivered and/or services rendered and as provided in this Agreement.

SECTION X
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Supplier shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute

- B. Comprehensive General Liability
 - 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence

 - 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

C. Comprehensive Auto Liability

1. Bodily Injury

\$100,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement.

SECTION XI
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XII
HOLD HARMLESS/INDEMNIFICATION CLAUSE

Supplier hereby agrees to indemnify and hold harmless and defend City, its agents, employees, and officers from and against any claim, loss, damage, liability, and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands, or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner relating to this Agreement.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

SECTION XIV
MISCELLANEOUS

Any changes to this document must be approved by the City and signed by both parties to the Agreement.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Supplier have executed three (3) copies of this Agreement as of the date first above written.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:
Palacios Garza and Thompson, P.C.

City Attorney

CASCO INDUSTRIES, INC.

BY: _____
Bob Yancy, Sales Representative
1920 Rankin Road, Ste. 155
Houston, TX 77073
Phone: 1 (281) 443-0999

Attachment: Exhibit "A": Bid Proposal and Bid Forms
Exhibit "B": Certificate of Insurance

EXHIBIT "A"



NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, March 21, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-71 PERSONAL PROTECTIVE EQUIPMENT

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Shawn Snider, Fire Chief, at (956) 383-7691.

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 60 days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.


CITY OF EDINBURG
INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the purchase of **PERSONAL PROTECTIVE EQUIPMENT** for the City of Edinburg for a two (2) year period with the option to renew for one (1) additional year, and upon mutual agreeable terms, commencing from the date of award.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL," and one (1) copy marked "COPY". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas 78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

INSTRUCTIONS TO BIDDERS (Continued):

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

INSTRUCTIONS TO BIDDERS (Continued):

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of PERSONAL PROTECTIVE EQUIPMENT as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

INSTRUCTIONS TO BIDDERS (Continued):

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

INSTRUCTIONS TO BIDDERS (Continued):

PAST PERFORMANCE

Vendors past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

INSTRUCTIONS TO BIDDERS (Continued):

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

STANDARD INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence

INSTRUCTIONS TO BIDDERS (Continued):

Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

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

BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
PERSONAL PROTECTIVE EQUIPMENT**

BID NO. 2016-71

BID OPENING DATE: March 21, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned PERSONAL PROTECTIVE EQUIPMENT.

GENERAL REQUIREMENTS AND AGREEMENT FOR PERSONAL PROTECTIVE EQUIPMENT:

You are invited to submit a sealed bid for the purchase of PERSONAL PROTECTIVE EQUIPMENT as requested by the City of Edinburg Fire Department.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

**GENERAL SPECIFICATIONS
PROTECTIVE JACKET AND PANTS FOR STRUCTURAL FIRE FIGHTING**

SCOPE

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.

Comply Exception

SIZING

In order to insure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender: Gender specific Mens and Womens patterns
Waist: Even sizes
Body Shape: Men's: Relaxed and Regular Note: Relaxed is a fuller cut in the hips and thighs, like relaxed jeans.
Women's: Relaxed
Inseam: Even sizes

Jackets:

Gender: Gender specific Mens and Womens patterns will be available.
Chest: Even sizes
Back Length: Mens 29", 32", 35", 40"
Womens 26", 29"
Body Shape: Men's: Straight and Tapered Note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH Ready trouser is being specified.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Sleeve: Women's: Straight
1" increments

Jackets and Pants available in only one standard shape will not be acceptable.

Comply Exception:

OUTER SHELL MATERIAL - JACKETS AND PANTS

The Kombat Flex™ outer shell shall be constructed of 64/36 Kevlar®/PBI™ twill weave outer shell fabric with an approximate weight of 6.9 oz. per square yard. The Kombat Flex™ material shall be manufactured by TENCATE and must be treated with SST™ (SUPER SHELLTITE) which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garments shall be natural/gold.

There shall be an option for the outer shell to be constructed of TENCATE "ULTRA®" 60/20/20 Kevlar®/Nomex®/PBO blend material with an approximate weight of 7.5 oz. per square yard in a rip stop weave. The shell material must be treated with SST™ (SUPER SHELLTITE) which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garments shall be either black gold, yellow, light gold, dark gold – to be determined by the department. **Bids offering this shell material without the SST™ will not be considered.**

Comply Exception

THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE "QUANTUM 3D® SL2I"; a Kevlar filament and FR rayon/para-aramid/nylon, spun yarn Goldcheck™ face cloth quilted to one flat layer and one three dimensional layer of Nomex®/Kevlar® spunlace with a finished weight of approximately 7.7 oz. per square yard. A 7 inch by 9 inch pocket, constructed of self-material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a single needle stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

Comply Exception

MOISTURE BARRIER - JACKETS AND PANTS

The moisture barrier material shall be W.L. GORE CROSSTECH® 3-layer moisture barrier – Type 4A, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate and a 1.8 ounce per square yard Nomex® woven fabric. The CROSSTECH® membrane is an enhanced bicomponent membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon) matrix having a continuous hydrophilic (i.e. water loving) and oleophobic (i.e. oil hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE SEAM® tape using a Series 6000 (or higher) GORE SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. The moisture barrier material shall meet all moisture barrier requirements of NFPA 1971 which directly includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and indirectly includes total heat loss (THL) and thermal protective performance (TPP). The moisture barrier shall be sewn to the

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

thermal liner at the edges only and bound with bias-cut neoprene coated cotton/polyester binding. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

Comply Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

Comply Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. A total of six snap fasteners shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the top most collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearers skin. Corresponding snaps shall be installed through a moisture barrier leader measuring an approximate height of 1.75 – 2 inches and shall not penetrate through to the outer shell on the backside of the collar. The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Ara-Shield® snap fasteners at each sleeve end. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.

Comply Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

Comply Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

JACKET CONSTRUCTION

BODY

The body of the shell and AXTION® liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

Comply Exception

AXTION® BACK

The jacket outer shell shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the AXTION® sleeves. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem. Pleats that do not extend to the hem will not be considered, since they do not provide a true AXTION® back.

The moisture barrier and thermal liner layers shall be designed with darts corresponding to the added length in the shell provided by the AXTION® back pleats. The darts are positioned at the shoulder blades, outside of the SCBA straps and work together with the corresponding outer shell pleats in the AXTION® back, providing maximum expansion. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

Comply Exception

LOGOS

The garment brand shall be identified by means of red FR Nomex® thread embroidery on the top of the right collar denoting "GLOBE" as the manufacturer. There shall be a reflective label specific to the garment style, measuring 1 inch wide by 4 inches long, installed on the left pocket flap.

Comply Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1½ inch wide strap, constructed of black Kevlar® with a red Nomex® center stripe, will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port will be covered by an outside flap of shell material, with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER ACCESS OPENING (JACKET)

The liner system of the jacket shall incorporate an opening at each of the leading edges of the left and right front panels. This opening shall run a minimum of 12 inches along the perimeters for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

Comply Exception

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA.

The trim shall be in the following widths and shall be **High Visibility (HV) style**; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, horizontally across the chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow, across the shoulders on the back approximately 7½ inches below the neck seam, two vertical stripes on the back (one on each side) beginning at the top of the bottom band of trim and extending up to the bottom of the upper band of trim.

Comply Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC, this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

Comply Exception

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row A reading: EDINBURG

Comply Exception

LETTER PATCH

Hanging Letter Patch

The hanging letter patch shall be constructed of a double layer of Black Gemini XT outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR Velcro® hook & loop fastener tape.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply

Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. There shall be two layers of specified moisture barrier material sandwiched in between two layers of outer shell fabric (see Moisture Barrier section). The forward inside ply of moisture barrier shall be sewn to the inside of the collar along the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements, while maintaining thermal protection. The collar shall be a minimum of 3 inches high and graded to chest size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar back layers of outer shell and moisture barrier shall be joined to the body panels with a minimum of two rows of stitching. The collar front layers of outer shell and moisture barrier fabric shall have a series of 6 snap fasteners spaced equidistant to minimize gaps on lower edge of the collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearer's skin. There shall be 6 corresponding snap fasteners on a moisture barrier leader, which is sewn to the thermal liner system to engage the snaps on the collar. The snaps on the thermal liner system leader will be installed such that they do not penetrate from the outer shell through to the inner layers. This moisture barrier leader on the thermal liner system shall be sandwiched between the underside of the top collar shell fabric and moisture barrier material and the bottom collar shell fabric and moisture barrier material so as to reduce the possibility of liner detachment while donning and doffing.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1 inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR Velcro® hook and loop fastener tape. The FR Velcro® hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape shall be sewn vertically to the inside of each end of the throat tab. Corresponding pieces of FR Velcro® hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 3 inch piece of FR Velcro® hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape. The collar closure strap shall fold in half for storage with the FR Velcro® loop fastener tape engaging the FR Velcro® hook fastener tape.

A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at the center.

Comply

Exception

JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech® 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾" beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

STORM FLAP

A rectangular storm flap measuring approximately 3 inches wide and a minimum of 23 inches long (based on a 32" jacket) shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with bartacks.

Comply Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 22 inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and hook and dee rings on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket facings. The storm flap shall close over the left and right jacket body panels and shall be secured by means of four non-ferrous inward facing hook and dee rings. The dee rings shall be secured to the leading edge of the storm flap with two rivets. The dee rings shall be spaced evenly along the storm flap. Four inward facing hooks shall be attached to the left front body panel with three rivets for each hook. The rivets shall be reinforced on the inside of the body panel with a single circular piece of leather for each hook. The inward facing hooks shall be positioned in such a manner that they engage the dee rings when the storm flap is closed over the front of the jacket.

Comply Exception

CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. *The expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven bartacks and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of FR Velcro® fastener tape. Two pieces of 1 ½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings shall not be considered acceptable.

Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe.

26" length jacket – standard size pockets are not available, expansion pockets are available in either 2 inch deep by 10 inch wide by 6 inch high or 2 inch deep by 8 inch wide by 6 inch high

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

AXTION® SLEEVES

The sleeves shall be of two piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

Comply Exception

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

Comply Exception

WRISTLETS / ELASTICIZED ADJUSTABLE SLEEVE WELLS

Each jacket shall be equipped with **Nomex® knit wristlets with thumb loops** not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER ELBOW THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be approximately 5 inches by 8 inches. All edges shall be finished by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.

Comply Exception

LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of 7 inches to provide greater CCHR protection in this high compression area. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

Comply Exception

UPPER BACK REINFORCEMENT

An additional layer of outer shell material shall be used to reinforce the upper back area of the jacket. The additional shoulder reinforcement layer shall also serve to increase thermal insulation to the upper back area. This reinforcement layer shall extend from shoulder seam to shoulder seam and from the juncture of the collar and back panel to a depth of 7½ inches. The upper back reinforcement layer will be double stitched to the back body panel with Nomex® thread.

Comply Exception

RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR Velcro® fastener tape. A 1½ inch by 3 inch piece of FR Velcro® hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR Velcro® loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester impermeable barrier material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 3.5 inches wide by 9 inches high and shall be installed on the left chest. Note: radio pocket 6-inch and over in height requires trim.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

NOTCHED RADIO POCKET FLAP

The radio pocket flap shall be notched to accommodate the radio antenna on the left side as worn.

Comply Exception

MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1 inch x 3 inches. There shall be three microphone straps and all shall be constructed of double layer outer shell material. The first microphone strap shall be mounted above the radio pocket. A second microphone strap shall be mounted on the radio pocket flap. There shall be a microphone straps on the right chest. Another shall be mounted on the right chest above the trim next to the stormflap under the mask pocket.

Comply Exception

LARGE DETACHABLE BREATHING APPARATUS FACE MASK POUCH

An oval shaped pouch measuring approximately 4 inches deep by 9 inches wide by 15 inches high shall be constructed of outer shell material. Two metal drain eyelets shall be installed in the bottom of the pouch. The pouch closure shall consist of a heavy-duty zipper mounted on the left side of the pocket (as oriented to the wearer). The pouch shall be completely detachable from the jacket and shall accommodate a breathing apparatus facemask. A 1 inch loop, constructed of outer shell material, shall be sewn to the top of the pouch. A 1 inch diameter dee ring shall be captured within the loop. An inward facing metal helmet snap shall be riveted to a leather strap approximately 2 inches in length and of double thickness. The strap and helmet snap shall be mounted vertically to the front of the jacket with the helmet snap in the down position and shall engage the dee ring on the pouch. The detachable pouch shall be mounted on the right chest.

Comply Exception

EMBROIDERED TEXAS FLAG

Each jacket shall have a Nomex® embroidered Texas flag that measures approximately 2½ inches by 3½ inches installed on the left sleeve. Flags made of fabric other than Nomex® shall be considered unacceptable.

Comply Exception

CUSTOM PRINTED PATCH

The Globe custom patch is printed onto an FR Cotton fabric and features an image of the department patch provided. This vectored image depicts the patch in the exact shape and color as it is designed, portrayed onto a black background. The patch is sewn onto the garment using a rectangular stitch pattern that is sized according to the patch dimensions.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

PANT CONSTRUCTION

BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

Comply Exception

SIZING

The pant shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

Comply Exception

LINER ACCESS OPENING (PANT)

The combined moisture barrier and the thermal liner shall be completely removable for the pant. The thermal liner and moisture barrier layers of the liner system shall be stitched together and bound around the cuffs, but each layer will be individually bound at the top of the waist. The binding shall be of Bias-Cut neoprene coated cotton/polyester material for a finished appearance that prevents fraying and wicking of contaminants. The thermal liner and moisture barrier layers are attached at the waist band with a snap one either side and one center snap. Additionally, there shall be four independent snap tabs that secure the moisture barrier layer to the shell to prevent any gapping. The bottom of the liner fly opening shall have a reinforcement of black Nomex® Twill which serves to prevent the liner from tearing in this area which is highly stressed as a result of the constant donning and doffing of the pants.

The liner system of the pant shall incorporate a full length opening along the entire waistline for ease in inspecting the inner layers as well as performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape, and joined together with a snap at the center back. There shall be a minimum of 4 snap tabs sewn to the underside of the waistband, with corresponding snaps in the moisture barrier layer to secure the barrier to the shell. As described previously, the pant thermal layer snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

Comply Exception

RETROREFLECTIVE FLUORESCENT TRIM

The pant shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff. The pant shall also have a stripe of retroreflective fluorescent trim down the side of each leg in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center).

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC, this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

Comply Exception

WAISTBAND

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement to create a three-layer protection. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be serged and unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband only serve to save the manufacturer both money and labor and shall be considered unacceptable.

Comply Exception

PANT CLOSURE SYSTEM

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be attached to a leather strap that is triple riveted to the right front body panel in the waist area. A leather backed dee ring shall be riveted to the leading edge of the fly flap near the top. The snap hook shall engage the dee ring located on the fly flap when in the closed position.

Comply Exception

ESCAPE BELT WITH BELT LOOPS (OPTIONAL)

The pant shall have an integrated Escape Belt, which is independently certified as meeting the belt requirements of NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services. The Escape belt shall be comprised of Kevlar® webbing with a hook and an adjustable D-ring closure, graded for the waist size of the pants. The hook and dee closure system of the Escape Belt also serves as the positive front closure for the pants, eliminating redundant closure systems. The pants shall be equipped with a series of approximately 3 inch by 3 inch outer shell material belt loops spaced around the waist to accommodate the aramid belt.

Selection of this option shall delete the inward facing metal safety hook and dee ring and take up straps.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

EXTERNAL / INTERNAL FLY FLAP

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with backtacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material.

The underside of the outside fly flap shall have a 1½ inch wide piece of FR Velcro® loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR Velcro® hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

There shall be an option for the outside fly flap to be a heavy duty zipper and 1½ inch wide by full length flame resistant hook and loop fastener tape. The teeth of the zipper shall be mounted on Nomex® cloth and shall be sewn into the leading edges of the respective left and right front body panels from the crotch area to the waist band. Flame resistant hook and loop fastener tape shall close the flap. The FR loop portion shall be sewn with four rows of stitching to the inside of the leading edge of the external fly flap. The corresponding portion of FR hook fastener tape shall be sewn with four rows of stitching to the right front body panel positioned to engage the loop portion when the external fly flap is in the closed position.

Appropriate snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the pants in the closed position.

Comply Exception

AXTION® KNEE

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The AXTION® knee will be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four pleats per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The pleats and darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LINER KNEE THERMAL ENHANCEMENT

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, will be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

Comply Exception

KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material. The knee reinforcement shall be slightly offset to the outside of the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable without opening up any seams of the outer shell of the pant.

Comply Exception

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of Silizone® foam sewn to the liner, sandwiched between the thermal liner and moisture barrier.

Comply Exception

EXPANSION POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the outseam above the knee and positioned to provide accessibility. *The lower half of each expansion pocket shall be reinforced with a layer of Kevlar® material on the inside.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be closed by means of FR Velcro® hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

The pockets shall have 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center) running vertically on the pockets and on the pocket flaps.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

6 PACK TOOL COMPARTMENT

A tool pocket constructed of Kevlar® material and measuring approximately 8 inches high by 10 inches wide will be installed on the inside of the right pocket with double stitching. The front pockets will measure 6 inches high. Two separate rows of stitching will divide the tool pocket into six compartments, three in front (6 inches high) and three in back (8 inches high), measuring approximately 3 inches wide and set side-by-side.

Comply Exception

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the leg cuff for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the end of the leg for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

Comply Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

AXTION® SEAT

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 2½ inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

Comply Exception

TAKE UP STRAPS SYSTEM

The pants shall be equipped with two take up straps. The straps shall be constructed of 1 inch wide black Aramid twill and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps. The rear strap component shall be constructed of black twill Nomex®. The rear strap shall measure 1 inch wide and 4 inches long, folded back to form a loop, and shall be backtacked to the pants. The loop shall hold a high temp thermoplastic buckle. The buckle shall point toward the front. The front strap component shall measure 1 inch wide by approximately 9 inches long (finished dimension). One end shall be folded back on itself to form a loop. A high temp thermoplastic slide fastener shall be captured within the loop. The front strap component shall be inserted through the buckle on the rear strap component, back through the slide fastener, and the end shall be backtacked to the pants. A pull-tab of 1 inch black Aramid twill shall be affixed to the slide fastener. The take up strap pull-tabs shall pull toward the front to allow for adjustment.

Comply Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

Comply Exception

THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

Compliance to NFPA Standard #1971
Underwriters Laboratories classified mark
Manufacturer's name
Manufacturer's address
Manufacturer's garment identification number
Date of manufacture
Size

Comply Exception

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

Yes No

BETTER BUSINESS BUREAU:

The manufacturer is accredited by the Better Business Bureau, showing a commitment to ethical and principled business practices.

Comply Exception

WARRANTY:

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

Comply Exception

HOOK AND LOOP SUPPORT PROGRAM

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

Comply Exception

SIZING BY VENDOR:

Both male and female sizing samples shall be available.

Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 96 hours of written notice. Measuring with a tape measure is not acceptable.

Comply Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

On-site care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion.

An on-site OSHA mandated training class on the Knowing the Limits of Your PPE shall be provided at no charge. The training shall include structural firefighting coat, pant and boots.

Comply Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1 dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture
- Mark-For Data

This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

Comply Exception

REQUEST FOR BIDS FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

PPE RECORD KEEPING

The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's barcoded serial number.

Comply Exception

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

COUNTRY OF ORIGIN

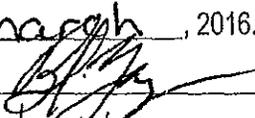
Jackets and Pants shall be manufactured in the United States.

BID FORM FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Respectfully submitted this 17 day of March, 2016.

SIGNATURE:



TYPE/PRINT NAME:

Bob Hancy

TITLE:

Sales Representative

COMPANY:

Casco Industries, Inc.

ADDRESS:

1920 Rankin Rd Ste 155

Houston, Tx 77073

TELEPHONE NO.:

281-443-0999

FAX NO.:

281-443-0858

EMAIL:

bhancy@cascoIndustries.com

EXHIBIT "B"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2016

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

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

PRODUCER The Cashion Company, Inc. P O Box 550 Little Rock AR 72203	CONTACT NAME: Julie Martin PHONE (A/C No. Ext.): (501) 376-0716 FAX (A/C No.): (501) 376-2118 E-MAIL ADDRESS: juliem@cashionco.com														
INSURED Casco Industries, Inc. P. O. Box 8007 Shreveport LA 71148-8007	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The Charter Oak Fire Ins. Co.</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER B: The Travelers Property Casualty</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Co. of</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Charter Oak Fire Ins. Co.	25615	INSURER B: The Travelers Property Casualty	25674	INSURER C: The Travelers Indemnity Co. of	25666	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	X-630-283D1240-COF-16	2/1/2016	2/1/2017	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Contractual						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU Included						GENERAL AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRC. <input type="checkbox"/> SUBJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	X-810-221K6307-TIL-16	2/1/2016	2/1/2017	\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED. RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			XHUB-283D124-0-16	2/1/2016	2/1/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER City of Edinburg PO Box 1079 Edinburg, TX 78540	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jim Allbritton/JKM001 <i>Jim R. Allbritton</i>
--	--

COMMENTS/REMARKS

CASCO INDUSTRIES, INC.

ENDORSED ADDITIONAL INSURED:

If required by written contract, certificate holder is included as an additional insured on a primary and noncontributory basis.

("X" denotes coverage.)

CG D1 44 01 96 Other Additional Insureds
CG D0 37 04 05 Other Insurance - Additional Insureds
CA F1 06 02 15 Business Auto Extension Endorsement

ENDORSED WAIVER OF SUBROGATION:

If required by written contract, waiver of subrogation applies in favor of certificate holder.

("Y" denotes coverage.)

WC 00 03 13 (00)-01 Waiver of Our Right to Recover From Others Endorsement
WC 99 03 J9 (00)-01 Kansas Waiver of Our Right to Recover From Others Endorsement
WC 42 03 04 (B)-001 Texas Waiver of Our Right to Recover From Others Endorsement
CG D4 58 07 13 Xtend Endorsement for Commercial Industries
CA F1 06 02 15 Business Auto Extension Endorsement



CERTIFICATE OF LIABILITY INSURANCE

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1/29/2016

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	INSURER B: The Travelers Property Casualty 25674	
	INSURER C: The Travelers Indemnity Co. of 25666	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	Y-630-283D1240-COF-16	2/1/2016	2/1/2017	MED EXP (Any one person) \$ 5,000
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	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
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	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	Y-810-221K6307-TIL-16	2/1/2016	2/1/2017	\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	YHUB-283D124-0-16	2/1/2016	2/1/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
See Attached Comments/Remarks Section

CERTIFICATE HOLDER**CANCELLATION**

City of Edinburg PO Box 1079 Edinburg, TX 78540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jim Allbritton/JKM001 <i>Jim R Allbritton</i>

COMMENTS/REMARKS

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CG D4 58 07 13 Xtend Endorsement for Commercial Industries
CA F1 06 02 15 Business Auto Extension Endorsement

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2016-49837

Date Filed:
 05/04/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Casco Industries, Inc.
 Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.
 2016-71
 Personal Protective Equipment

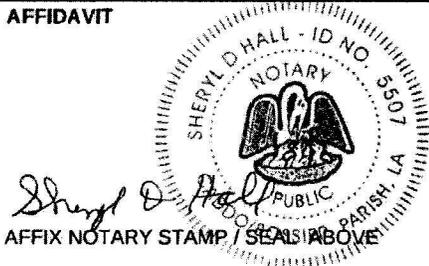
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



[Handwritten Signature]

 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said AGENT, Bob Yancy, this the 4th day of MAY, 20 16, to certify which, witness my hand and seal of office.

[Handwritten Signature]

 Signature of officer administering oath

Doug Schaumbury

 Printed name of officer administering oath

OWNER / PRESIDENT

 Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2016

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

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

PRODUCER The Cashion Company, Inc. P O Box 550 Little Rock AR 72203	CONTACT NAME: Julie Martin PHONE (A/C No. Ext.): (501) 376-0716 E-MAIL ADDRESS: juliem@cashionco.com	FAX (A/C No.): (501) 376-2118
	INSURER(S) AFFORDING COVERAGE	
INSURED Casco Industries, Inc. P. O. Box 8007 Shreveport LA 71148-8007	INSURER A: The Charter Oak Fire Ins. Co. NAIC # 25615	
	INSURER B: The Travelers Property Casualty 25674	
	INSURER C: The Travelers Indemnity Co. of 25666	
	INSURER D:	
	INSURER E:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	Y-630-283D1240-COF-16	2/1/2016	2/1/2017	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Contractual					PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> XCU Included					GENERAL AGGREGATE \$ 5,000,000	
	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/POP AGG \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$	
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	X	Y	Y-810-221K6307-TIL-16	2/1/2016	2/1/2017	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$	
	<input type="checkbox"/> NON-OWNED AUTOS					\$	
	UMBRELLA LIAB					EACH OCCURRENCE \$	
	EXCESS LIAB					AGGREGATE \$	
	DED					\$	
	RETENTION \$					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N			E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		YHUB-283D124-0-16	2/1/2016	2/1/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Edinburg PO Box 1079 Edinburg, TX 78540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jim Allbritton/JKM001 <i>Jim R. Allbritton</i>
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ACORD 25 (2010/05)
INS025 (201005).01

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COMMENTS/REMARKS

CASCO INDUSTRIES, INC.

ENDORSED ADDITIONAL INSURED:

If required by written contract, certificate holder is included as an additional insured on a primary and noncontributory basis.

("X" denotes coverage.)

CG D1 44 01 96 Other Additional Insureds
CG D0 37 04 05 Other Insurance - Additional Insureds
CA F1 06 02 15 Business Auto Extension Endorsement

ENDORSED WAIVER OF SUBROGATION:

If required by written contract, waiver of subrogation applies in favor of certificate holder.

("Y" denotes coverage.)

WC 00 03 13 (00)-01 Waiver of Our Right to Recover From Others Endorsement
WC 99 03 J9 (00)-01 Kansas Waiver of Our Right to Recover From Others Endorsement
WC 42 03 04 (B)-001 Texas Waiver of Our Right to Recover From Others Endorsement
CG D4 58 07 13 Xtend Endorsement for Commercial Industries
CA F1 06 02 15 Business Auto Extension Endorsement

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.

**BIDDER'S LIST
PERSONAL PROTECTIVE EQUIPMENT**

**Hoyt Breathing Air Products
P.O. Box 653
Quinlin, Texas 75474**

**Wilson Fire Apparatus &
Equipment
533 Rock Street
New Braunfels, Texas 78130**

**Metro Fire
10940 West Sam Houston Pkwy
North , Suite 325
Houston, Texas 77064**

**MES
16511 Hedgecroft Dr.
Suite 200
Houston, TX 77060**

**Ferrara Firefighting Equipment
24635 I-45 Building H
Spring, Texas 77380**

**Dooley Tackaberry
1515 W. 13th Street
Deer Park, Texas 77536**

**Casco
1920 Rankin Rd. Suite 155
Houston, Texas 77073**

**NAFECO
538 Kerlick In.
New Braunfels, Texas 78130**

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Awarding Bid No. 2016-88, Police Department Uniform Cleaning and Pressing Service, to A-1 Dry Cleaners Based on Unit Prices as Listed and Authorize the City Manager to Enter Into a Contract Relating Thereto. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

The City solicited bids from qualified vendors. On Monday, May 23, 2016, bids were opened for Bid No. 2016-88, Police Department Uniform Cleaning and Pressing Service. A total of three (3) bids were received and opened.

After review and tabulation staff recommends awarding Bid No. 2016-88, Police Department Uniform Cleaning and Pressing Service to A-1 Dry Cleaners, the lowest bidder meeting specifications for a unit price of \$1.25 per Uniform Shirt; \$1.75 per Uniform Short; \$1.75 per Uniform Pant; \$1.75 per Uniform Polo Shirt; \$1.75 per BDU Pant; \$1.25 per BDU Shirt; \$2.75 per Uniform Jacket; \$1.25 per Civilian Type Shirt; and \$1.75 per Civilian Type Pant.

This contract will remain in force for one (1) year beginning July 1, 2016 and ending June 30, 2017. The quoted price will remain firm for the contract period. The City of Edinburg reserves the right to extend the contract for a period of two (2) additional years in one year increments, if the unit prices remain firm and the performance of the contractor was satisfactory

A-1 Dry Cleaners has done work for the City in the past and owes no monies to the City of Edinburg. Funding is available for this service in the Fiscal Year 2015-2016 General Fund Operating Budget.

RECOMMENDATION:

Approve Awarding Bid No. 2016-88, Police Department Uniform Cleaning and Pressing Service, to A-1 Dry Cleaners Based on Unit Prices as Listed and Authorize the City Manager to Enter Into a Contract Relating Thereto.

REVIEWED BY:

PREPARED BY:

Lt. Chad Dufner

/s/Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa

Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

/s/David White

David White
Chief of Police

RECORD OF VOTE:

APPROVED

DISAPPROVED

TABLED

NO ACTION

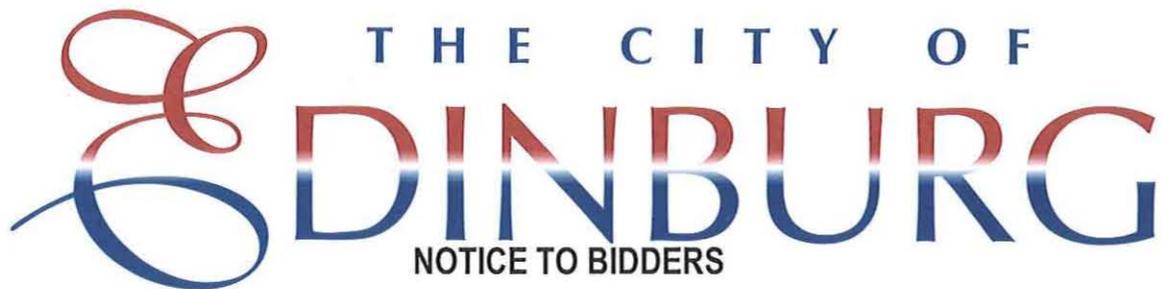
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, May 23, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-88
POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Chad Dufner, Lieutenant at (956) 289-7703.

If Hand-delivering Bids: 415 West University Drive,
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
C/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.



CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE for the City of Edinburg.
2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas
78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INSTRUCTIONS TO BIDDERS (Continued):

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

INSTRUCTIONS TO BIDDERS (Continued):

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

INSTRUCTIONS TO BIDDERS (Continued):

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability	
Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of

INSTRUCTIONS TO BIDDERS (Continued):

insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE**

BID NO. 2016-88

BID OPENING DATE: May 23, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE.**

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

GENERAL REQUIREMENTS AND AGREEMENT FOR POLICE DEPARTMENT UNIFORM CLEANING AND PRESSING SERVICE:

The SERVICES will be provided for approximately 143 police officers.

Vendor submitting a bid must have a drop off/pick up location within the Edinburg City limits.

The successful contractor proposes and offers to furnish all material, tools, and equipment except as may be expressly provided otherwise in this contract and all supervision and labor necessary to perform and complete the following service for the Edinburg Police Department.

ITEM NO. 1: POLICE OFFICER UNIFORM SHIRTS, SHORTS, AND PANTS, POLO UNIFORM SHIRTS, AND BATTLE DRESS UNIFORMS "BDU's" SHIRTS AND PANTS MUST BE WASHED AND MANUALLY PRESSED PER MANUFACTURER'S RECOMMENDATION.

ITEM NO. 2: POLICE OFFICER JACKETS MUST BE DRY-CLEANED. MANUAL PRESSING OF JACKETS MUST BE DONE IF NECESSARY FOR A NEAT AND ORDERLY APPEARANCE.

ITEM NO. 3: CIVILIAN TYPE OF DRESS SHIRTS AND DRESS SLACKS MUST BE CLEANED AND PRESSED PER MANUFACTURER'S RECOMMENDATION.

The successful contractor agrees to report to the person designated by the Chief of Police any uniforms, which he/she cannot service, and reason(s) why same cannot be serviced.

All shirts shall be pressed with military creases front and back. All shirt sleeves shall be pressed with creases and all pants and shorts shall be pressed with pant leg creases so that a neat and orderly appearance is presented.

All service performed by the successful contractor shall be done in a workmanlike manner and conform to recognized and generally accepted standards for work of this kind.

REQUEST FOR BIDS FOR POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE (Continued):

Successful contractor agrees to begin work herein contemplated immediately after written notice to proceed from the City to do so and to prosecute such work to completion in accordance with the number of days as stated in the bid form (attached) with reasonable diligence. This contract shall expire one year from date of award. The City of Edinburg reserves the right to extend the contract(s) for a period of two (2) additional years in one (1) year increments, if the unit prices remain firm and the performance of the contractor was satisfactory.

Neither successful contractor nor his/her employees and subcontractors engaged in said work shall be considered employees of the City. The method and manner of performance of successful contractor's undertaking hereunder shall be under the exclusive control of the successful contractor and City shall only have the right to require performance by successful contractor of their undertakings hereunder. The City shall have the right of inspection of their undertakings hereunder. The City shall have the right of inspection of work while it is in progress at any time and at reasonable times.

Successful contractor agrees to carry adequate public liability insurance, workman's compensation insurance and any other type and amounts of insurances as required by law, as well as being in compliance with any and all other applicable statutory requirements.

Successful contractor shall provide the person designated by the Chief of Police with individual tickets manually signed by the department employee requesting the service. Same ticket shall show employee identification number, date, quantity of garments, type of garment, cost per garment and total cost. These tickets must accompany each monthly invoice.

All uniforms must be completely serviced and stored in an enclosed area away from exposure to weather elements i.e., dust, rain, etc., and protected against theft.

Uniforms that are damaged by the successful contractor to the extent that they are unserviceable or do not present a neat and well-ordered appearance, the successful contractor will either repair said clothing or reimburse the City of Edinburg for the said garments at the current replacement cost. The City shall have the right to make the decision whether said damaged garments should be repaired or replaced. Any repairs occasioned by damage done by the successful contractor shall be without charge to the City. Usual and normal wear and tear shall not be considered damage done to said garments by the successful contractor.

If at the sole discretion of the City of Edinburg or its designated representative, the workmanship provided by the successful contractor does not meet with the approval and/or acceptance of the City of Edinburg, or its designated representative, the right is reserved to withhold payment for such garments until the successful contractor makes proper corrections. Furthermore, the City of Edinburg, or its designated representative, shall reserve the right to terminate this contract at any time if the quality of workmanship produced by the successful contractor is consistently unacceptable as determined by the City of Edinburg or its designated representative.

In the event that the City of Edinburg does not appropriate funds for this service or wishes to discontinue funding of this service, this contract shall automatically become null and void, without penalty to the City of Edinburg.

The City agrees to pay the successful contractor for such service as follows: Successful contractor and Police Department representative will certify at the end of each month the number of uniforms serviced. The successful contractor shall provide monthly individual tickets signed by individual police officers, identifying dates, type of garment serviced and number of each type of garment serviced. Payment of such invoices will be made by check and mailed

REQUEST FOR BIDS FOR POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE (Continued):

within 30 days after the invoice is certified for payment by the Police Department. No other method of payment will be used.

**CITY OF EDINBURG
 BID FORM FOR
 POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE**

BID NO. 2016-88

BID OPENING DATE: May 23, 2016 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> OTHER _____
<input type="checkbox"/> DEALER/LOCAL	Specify
CONTRACT NUMBER: _____ (if applicable) COMMODITY NUMBER: _____ (if applicable)	

ITEM NO. 1: POLICE OFFICER UNIFORM SHIRTS, SHORTS, AND PANTS, POLO UNIFORM SHIRTS, AND BATTLE DRESS UNIFORMS "BDU's" SHIRTS AND PANTS MUST BE WASHED AND MANUALLY PRESSED PER MANUFACTURER'S RECOMMENDATION.

Uniform Shirts ea.	\$ _____
Uniform Shorts ea.	\$ _____
Uniform Pants ea.	\$ _____
Polo Shirts ea.	\$ _____
BDU's Pants ea.	\$ _____
BDU's Shirts ea.	\$ _____

BID FORM FOR POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE (Continued):

ITEM NO. 2: POLICE OFFICER AND POLICE SERVICE OFFICER JACKETS MUST BE DRY-CLEANED. MANUAL PRESSING OF JACKETS MUST BE DONE IF NECESSARY FOR A NEAT AND ORDERLY APPEARANCE.

Jackets ea. \$ _____

ITEM NO. 3: CIVILIAN TYPE OF DRESS SHIRTS AND DRESS SLACKS MUST BE CLEANED AND PRESSED PER MANUFACTURER'S RECOMMENDATION.

Shirts ea. \$ _____
Slacks ea. \$ _____

Geographical location(s) of business where uniforms are to be taken: _____

Specify business hours of operation: _____

Number of days to service uniforms and have same ready for delivery ARO _____.

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____

**CITY OF EDINBURG
 BID FORM FOR
 POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE**

BID NO. 2016-88

BID OPENING DATE: May 23, 2016 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> OTHER _____
<input type="checkbox"/> DEALER/LOCAL	Specify
CONTRACT NUMBER: _____	COMMODITY NUMBER: _____
(if applicable)	(if applicable)

ITEM NO. 1: POLICE OFFICER UNIFORM SHIRTS, SHORTS, AND PANTS, POLO UNIFORM SHIRTS, AND BATTLE DRESS UNIFORMS "BDU's" SHIRTS AND PANTS MUST BE WASHED AND MANUALLY PRESSED PER MANUFACTURER'S RECOMMENDATION.

Uniform Shirts ea.	\$ <u>1.25</u>
Uniform Shorts ea.	\$ <u>1.75</u>
Uniform Pants ea.	\$ <u>1.75</u>
Polo Shirts ea.	\$ <u>1.75</u>
BDU's Pants ea.	\$ <u>1.75</u>
BDU's Shirts ea.	\$ <u>1.25</u>

**CITY OF EDINBURG
 BID FORM FOR
 POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE**

BID NO. 2016-88

BID OPENING DATE: May 23, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> OTHER _____
<input type="checkbox"/> DEALER/LOCAL	Specify
CONTRACT NUMBER: _____ (if applicable) COMMODITY NUMBER: _____ (if applicable)	

ITEM NO. 1: POLICE OFFICER UNIFORM SHIRTS, SHORTS, AND PANTS, POLO UNIFORM SHIRTS, AND BATTLE DRESS UNIFORMS "BDU's" SHIRTS AND PANTS MUST BE WASHED AND MANUALLY PRESSED PER MANUFACTURER'S RECOMMENDATION.

Uniform Shirts ea.	\$ <u>1.90</u>
Uniform Shorts ea.	\$ <u>1.90</u>
Uniform Pants ea.	\$ <u>1.90</u>
Polo Shirts ea.	\$ <u>1.90</u>
BDU's Pants ea.	\$ <u>1.90</u>
BDU's Shirts ea.	\$ <u>1.90</u>

BID FORM FOR POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE (Continued):

ITEM NO. 2: POLICE OFFICER AND POLICE SERVICE OFFICER JACKETS MUST BE DRY-CLEANED. MANUAL PRESSING OF JACKETS MUST BE DONE IF NECESSARY FOR A NEAT AND ORDERLY APPEARANCE.

Jackets ea. \$ 1.90

ITEM NO. 3: CIVILIAN TYPE OF DRESS SHIRTS AND DRESS SLACKS MUST BE CLEANED AND PRESSED PER MANUFACTURER'S RECOMMENDATION.

Shirts ea. \$ 1.90
Slacks ea. \$ 1.90

Geographical location(s) of business where uniforms are to be taken: 1.50 CLEANERS
2602. W Freddy Gonzalez Edinburg, TX 78535

Specify business hours of operation: M-F 7am - 7pm

Number of days to service uniforms and have same ready for delivery ARO Next Day M-TH
Fri-Mon

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes No

Has the Company ever conducted business with the City of Edinburg? Yes No

Respectfully submitted this 10 day of MAY, 2016.

SIGNATURE: [Signature]

TYPE/PRINT NAME: Felipe Avila

TITLE: owner / partner

COMPANY: 1.50 Cleaners

ADDRESS: 6100 Nth 10th ST
McAllen TX 78539

TELEPHONE NO.: 956-330-8324

FAX NO.: N/A

EMAIL: Frontier1972@Hotmail.com

"COPY"

CITY OF EDINBURG
BID FORM FOR
POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE

BID NO. 2016-88

BID OPENING DATE: May 23, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____	
Specify	
CONTRACT NUMBER: _____	COMMODITY NUMBER: _____
(if applicable)	(if applicable)

ITEM NO. 1: POLICE OFFICER UNIFORM SHIRTS, SHORTS, AND PANTS, POLO UNIFORM SHIRTS, AND BATTLE DRESS UNIFORMS "BDU's" SHIRTS AND PANTS MUST BE WASHED AND MANUALLY PRESSED PER MANUFACTURER'S RECOMMENDATION.

Uniform Shirts ea.	\$ <u>3.60</u>
Uniform Shorts ea.	\$ <u>2.59</u>
Uniform Pants ea.	\$ <u>3.00</u>
Polo Shirts ea.	\$ <u>2.79</u>
BDU's Pants ea.	\$ <u>3.99</u>
BDU's Shirts ea.	\$ <u>3.49</u>

BID FORM FOR POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE (Continued):

ITEM NO. 2: POLICE OFFICER AND POLICE SERVICE OFFICER JACKETS MUST BE DRY-CLEANED. MANUAL PRESSING OF JACKETS MUST BE DONE IF NECESSARY FOR A NEAT AND ORDERLY APPEARANCE.

Jackets ea. \$ 5.13

ITEM NO. 3: CIVILIAN TYPE OF DRESS SHIRTS AND DRESS SLACKS MUST BE CLEANED AND PRESSED PER MANUFACTURER'S RECOMMENDATION.

Shirts ea. \$ 1.48
Slacks ea. \$ 2.30

Geographical location(s) of business where uniforms are to be taken: 1106 S McColl Edinburg TX 78539
1704 Sugar Rd Edinburg TX 78539 PH (956) 3164300

Specify business hours of operation: 7:00 AM - 7:00 PM

Number of days to service uniforms and have same ready for delivery ARO 2 day or 48 Hours

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes No

Has the Company ever conducted business with the City of Edinburg? Yes No

Respectfully submitted this 03 day of MAY, 2016.

SIGNATURE: Frank Mora

TYPE/PRINT NAME: Frank Mora

TITLE: President

COMPANY: Oasis One Dry Cleaners

ADDRESS: 1106 S McColl Rd

Edinburg, Texas 78539

TELEPHONE NO.: (956) 4896053 (956) 287 7743

FAX NO.: (956) 431 5063

EMAIL: oasiscarwash@live.com

STATE OF TEXAS § **POLICE DEPARTMENT UNIFORM
CLEANING AND PRESSING SERVICES
COUNTY OF HIDALGO § CONTRACT BETWEEN THE CITY OF
CITY OF EDINBURG § EDINBURG AND A-1 DRY CLEANERS**

THIS AGREEMENT, made this day of , 2016, by and between the City of Edinburg, a municipal corporation, (hereafter called “City”) acting herein through its City Manager and A-1 Dry Cleaners, Inc. (hereafter called “Vendor”), are the parties to this agreement.

**SECTION I
EMPLOYMENT OF VENDOR**

City agrees to employ Vendor to furnish and provide uniform cleaning and pressing services as stated in the following sections. Upon receipt of such satisfactory services, City agrees to pay Vendor as stated in the sections to follow.

**SECTION II
BASIC SERVICES OF VENDOR**

The Vendor shall, in the scope of his work, perform the Basic Services (herein called “Project”) as specifically identified in **Exhibit “A”**. Signatures by both parties on this Agreement shall be deemed authorization to proceed.

**SECTION III
RESPONSIBILITIES OF CITY**

City will facilitate Vendor’s work by the following tasks:

- A. Provide Vendor with full information as to requirements for the Project.
- B. Assist Vendor by providing all available information pertinent to the Project.
- C. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in the services.

**SECTION IV
RESPONSIBILITIES OF VENDOR**

- A. The Vendor shall, in the scope of his work, perform the Basic Services as specifically identified in **Exhibit “A”** and as specified in the Appropriate Sections of the Contract.

SECTION V
PAYMENT AND FEES

City agrees to pay Vendor for uniform rental services herein contracted for at the unit prices as provided in Exhibit "A".

The City of Edinburg is to be billed on a monthly basis. The billing statement is to include the first and last name of the employee, the employee's department, the number of uniforms serviced, and the total charge of each employee.

A copy of the invoice must accompany each delivery. The number of uniforms must be confirmed by authorized personnel; accuracy of the count will be confirmed by authorized personnel signing the delivery notice.

SECTION VI
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days' written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION VII
TIME OF PERFORMANCE

Unless otherwise provided, the Contract time shall commence upon signatures by both parties on this agreement. The quoted price will remain firm for the length of contract period. No charges will apply for installation of new employees, deliveries, and alterations, except those listed on the depreciation schedule.

SECTION VIII
TERM OF AGREEMENT

This contract will remain in force for one (1) year beginning July 1, 2016, and ending June 30, 2017. The quoted price will remain firm for the contract period. The City of Edinburg reserves the right to extend the contract for a period of two (2) additional years in one year increments, if the unit prices remain firm and the performance of the contractor was satisfactory.

SECTION IX
TERMINATION

Either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after thirty (30) days' written notice, and any payment requested shall be made on work completed and/or goods delivered and as provided for in this contract.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XII
HOLD HARMLESS CLAUSE

Vendor hereby agrees to indemnify and hold harmless and defend Lessor, its agents, employees, and officers from and against any claim, loss, damage, liability, and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands, or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner relating to this Contract.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
MISCELLANEOUS

Any changes to this document must be approved by the City and signed by both parties to the agreement.

IN WITNESS WHEREOF, City and Vendor have executed three (3) copies of this contract as of the date first above written.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
415 W. University
Edinburg, Texas 78539
956-383-5661 (Office)
956-383-7111 (Fax)

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:
Palacios, Garza, & Thompson, PC

City Attorney

A-1 DRY CLEANERS:

BY: _____

Mona Kim, Manager
A-1 Dry Cleaner
321 S. Sugar Rd Suite #1
Edinburg, TX 78539
956-287-7665

Attachment: Exhibit "A"- Basic Services and Bid Documents

EXHIBIT "A"

ITEM NO. 1: POLICE OFFICER UNIFORM SHIRTS, SHORTS, AND PANTS, POLO UNIFORM SHIRTS, AND BATTLE DRESS UNIFORMS "BDU'S" SHIRTS AND PANTS MUST BE WASHED AND MANUALLY PRESSED PER MANUFACTURER'S RECOMMENDATION.

DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE
Uniform Shirts	\$1.25 each
Uniform Shorts	\$1.75 each
Uniform Pants	\$1.75 each
Polo Shirts	\$1.75 each
BDU's Pants	\$1.75 each
BDU's Shirts	\$1.25 each

ITEM NO. 2: POLICE OFFICER AND POLICE SERVICE OFFICER JACKETS MUST BE DRY CLEANED. MANUAL PRESSING OF JACKETS MUST BE DONE IF NECESSARY FOR A NEAT AND ORDERLY APPEARANCE

DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE
Jackets	\$2.75 each

ITEM NO. 3: CIVILIAN TYPE OF DRESS SHIRTS AND DRESS SLACKS MUST BE CLEANED AND PRESSED PER MANUFACTURER'S RECOMMENDATION.

DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE
Shirts	\$1.25 each
Slacks	\$1.75 each

A-1 Dry Cleaning Hours of Operations: Monday through Friday 7:00 a.m.-7:00 p.m.
Saturday 9:00 a.m. – 2:00 p.m.

Number of Days to Service Uniforms and have same ready for delivery ARO: 3 Days

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE for the City of Edinburg.
2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL," and one (1) copy marked "COPY". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas
78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INSTRUCTIONS TO BIDDERS (Continued):

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

INSTRUCTIONS TO BIDDERS (Continued):

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured)	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

INSTRUCTIONS TO BIDDERS (Continued):

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of

INSTRUCTIONS TO BIDDERS (Continued):

insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE**

BID NO. 2016-88

BID OPENING DATE: May 23, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE.**

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

GENERAL REQUIREMENTS AND AGREEMENT FOR POLICE DEPARTMENT UNIFORM CLEANING AND PRESSING SERVICE:

The SERVICES will be provided for approximately 143 police officers.

Vendor submitting a bid must have a drop off/pick up location within the Edinburg City limits.

The successful contractor proposes and offers to furnish all material, tools, and equipment except as may be expressly provided otherwise in this contract and all supervision and labor necessary to perform and complete the following service for the Edinburg Police Department.

ITEM NO. 1: POLICE OFFICER UNIFORM SHIRTS, SHORTS, AND PANTS, POLO UNIFORM SHIRTS, AND BATTLE DRESS UNIFORMS "BDU's" SHIRTS AND PANTS MUST BE WASHED AND MANUALLY PRESSED PER MANUFACTURER'S RECOMMENDATION.

ITEM NO. 2: POLICE OFFICER JACKETS MUST BE DRY-CLEANED. MANUAL PRESSING OF JACKETS MUST BE DONE IF NECESSARY FOR A NEAT AND ORDERLY APPEARANCE.

ITEM NO. 3: CIVILIAN TYPE OF DRESS SHIRTS AND DRESS SLACKS MUST BE CLEANED AND PRESSED PER MANUFACTURER'S RECOMMENDATION.

The successful contractor agrees to report to the person designated by the Chief of Police any uniforms, which he/she cannot service, and reason(s) why same cannot be serviced.

All shirts shall be pressed with military creases front and back. All shirt sleeves shall be pressed with creases and all pants and shorts shall be pressed with pant leg creases so that a neat and orderly appearance is presented.

All service performed by the successful contractor shall be done in a workmanlike manner and conform to recognized and generally accepted standards for work of this kind.

REQUEST FOR BIDS FOR POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE (Continued):

Successful contractor agrees to begin work herein contemplated immediately after written notice to proceed from the City to do so and to prosecute such work to completion in accordance with the number of days as stated in the bid form (attached) with reasonable diligence. This contract shall expire one year from date of award. The City of Edinburg reserves the right to extend the contract(s) for a period of two (2) additional years in one (1) year increments, if the unit prices remain firm and the performance of the contractor was satisfactory.

Neither successful contractor nor his/her employees and subcontractors engaged in said work shall be considered employees of the City. The method and manner of performance of successful contractor's undertaking hereunder shall be under the exclusive control of the successful contractor and City shall only have the right to require performance by successful contractor of their undertakings hereunder. The City shall have the right of inspection of their undertakings hereunder. The City shall have the right of inspection of work while it is in progress at any time and at reasonable times.

Successful contractor agrees to carry adequate public liability insurance, workman's compensation insurance and any other type and amounts of insurances as required by law, as well as being in compliance with any and all other applicable statutory requirements.

Successful contractor shall provide the person designated by the Chief of Police with individual tickets manually signed by the department employee requesting the service. Same ticket shall show employee identification number, date, quantity of garments, type of garment, cost per garment and total cost. These tickets must accompany each monthly invoice.

All uniforms must be completely serviced and stored in an enclosed area away from exposure to weather elements i.e., dust, rain, etc., and protected against theft.

Uniforms that are damaged by the successful contractor to the extent that they are unserviceable or do not present a neat and well-ordered appearance, the successful contractor will either repair said clothing or reimburse the City of Edinburg for the said garments at the current replacement cost. The City shall have the right to make the decision whether said damaged garments should be repaired or replaced. Any repairs occasioned by damage done by the successful contractor shall be without charge to the City. Usual and normal wear and tear shall not be considered damage done to said garments by the successful contractor.

If at the sole discretion of the City of Edinburg or its designated representative, the workmanship provided by the successful contractor does not meet with the approval and/or acceptance of the City of Edinburg, or its designated representative, the right is reserved to withhold payment for such garments until the successful contractor makes proper corrections. Furthermore, the City of Edinburg, or its designated representative, shall reserve the right to terminate this contract at any time if the quality of workmanship produced by the successful contractor is consistently unacceptable as determined by the City of Edinburg or its designated representative.

In the event that the City of Edinburg does not appropriate funds for this service or wishes to discontinue funding of this service, this contract shall automatically become null and void, without penalty to the City of Edinburg.

The City agrees to pay the successful contractor for such service as follows: Successful contractor and Police Department representative will certify at the end of each month the number of uniforms serviced. The successful contractor shall provide monthly individual tickets signed by individual police officers, identifying dates, type of garment serviced and number of each type of garment serviced. Payment of such invoices will be made by check and mailed

REQUEST FOR BIDS FOR POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE (Continued):

within 30 days after the invoice is certified for payment by the Police Department. No other method of payment will be used.

**CITY OF EDINBURG
 BID FORM FOR
 POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE**

BID NO. 2016-88

BID OPENING DATE: May 23, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____	
Specify	
CONTRACT NUMBER: _____	COMMODITY NUMBER: _____
(if applicable)	(if applicable)

ITEM NO. 1: POLICE OFFICER UNIFORM SHIRTS, SHORTS, AND PANTS, POLO UNIFORM SHIRTS, AND BATTLE DRESS UNIFORMS "BDU's" SHIRTS AND PANTS MUST BE WASHED AND MANUALLY PRESSED PER MANUFACTURER'S RECOMMENDATION.

Uniform Shirts ea.	\$ <u>1.25</u>
Uniform Shorts ea.	\$ <u>1.75</u>
Uniform Pants ea.	\$ <u>1.75</u>
Polo Shirts ea.	\$ <u>1.75</u>
BDU's Pants ea.	\$ <u>1.75</u>
BDU's Shirts ea.	\$ <u>1.25</u>

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE**

BID NO. 2016-88

BID OPENING DATE: May 23, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to contract for the below mentioned **Police Department Uniform Cleaning and Pressing Service.**

GENERAL REQUIREMENTS AND AGREEMENT FOR POLICE DEPARTMENT UNIFORM CLEANING AND PRESSING SERVICE:

The SERVICES will be provided for approximately 143 police officers.

Vendor submitting a bid must have a drop off/pick up location within the Edinburg City limits.

The successful contractor proposes and offers to furnish all material, tools, and equipment except as may be expressly provided otherwise in this contract and all supervision and labor necessary to perform and complete the following service for the Edinburg Police Department.

ITEM NO. 1: POLICE OFFICER UNIFORM SHIRTS, SHORTS, AND PANTS, POLO UNIFORM SHIRTS, AND BATTLE DRESS UNIFORMS "BDU's" SHIRTS AND PANTS MUST BE WASHED AND MANUALLY PRESSED PER MANUFACTURER'S RECOMMENDATION.

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The successful contractor agrees to report to the person designated by the Chief of Police any uniforms, which he/she cannot service, and reason(s) why same cannot be serviced.

All shirts shall be pressed with military creases front and back. All shirt sleeves shall be pressed with creases and all pants and shorts shall be pressed with pant leg creases so that a neat and orderly appearance is presented.

All service performed by the successful contractor shall be done in a workmanlike manner and conform with recognized and generally accepted standards for work of this kind.

REQUEST FOR BIDS FOR POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE (Continued):

Successful contractor agrees to begin work herein contemplated immediately after written notice to proceed from the City to do so and to prosecute such work to completion in accordance with the number of days as stated in the bid form (attached) with reasonable diligence. This contract shall expire one year from date of award. The City of Edinburg reserves the right to extend the contract(s) for a period of two (2) additional years in one (1) year increments, if the unit prices remain firm and the performance of the contractor was satisfactory.

Neither successful contractor nor his/her employees and subcontractors engaged in said work shall be considered employees of the City. The method and manner of performance of successful contractor's undertaking hereunder shall be under the exclusive control of the successful contractor and City shall only have the right to require performance by successful contractor of their undertakings hereunder. The City shall have the right of inspection of their undertakings hereunder. The City shall have the right of inspection of work while it is in progress at any time and at reasonable times.

Successful contractor agrees to carry adequate public liability insurance, workman's compensation insurance and any other type and amounts of insurances as required by law, as well as being in compliance with any and all other applicable statutory requirements.

Successful contractor shall provide the person designated by the Chief of Police with individual tickets manually signed by the department employee requesting the service. Same ticket shall show employee identification number, date, quantity of garments, type of garment, cost per garment and total cost. These tickets must accompany each monthly invoice.

All uniforms must be completely serviced and stored in an enclosed area away from exposure to weather elements i.e., dust, rain, etc., and protected against theft.

Uniforms that are damaged by the successful contractor to the extent that they are unserviceable or do not present a neat and well ordered appearance, the successful contractor will either repair said clothing or reimburse the City of Edinburg for the said garments at the current replacement cost. The City shall have the right to make the decision whether said damaged garments should be repaired or replaced. Any repairs occasioned by damage done by the successful contractor shall be without charge to the City. Usual and normal wear and tear shall not be considered damage done to said garments by the successful contractor.

If at the sole discretion of the City of Edinburg or its designated representative, the workmanship provided by the successful contractor does not meet with the approval and/or acceptance of the City of Edinburg, or its designated representative, the right is reserved to withhold payment for such garments until the successful contractor makes

proper corrections. Furthermore, the City of Edinburg, or its designated representative, shall reserve the right to terminate this contract at any time if the quality of workmanship produced by the successful contractor is consistently unacceptable as determined by the City of Edinburg or its designated representative.

In the event that the City of Edinburg does not appropriate funds for this service or wishes to discontinue funding of this service, this contract shall automatically become null and void, without penalty to the City of Edinburg.

The City agrees to pay the successful contractor for such service as follows: Successful contractor and Police Department representative will certify at the end of each month the number of uniforms serviced. The successful contractor shall provide monthly individual tickets signed by individual police officers, identifying dates, type of garment serviced and number of each type of garment serviced. Payment of such invoices will be made by check and mailed within 30 days after the invoice is certified for payment by the Police Department. No other method of payment will be used.

BIDDER'S LIST
POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE

D & M Cleaners
701 S. Closner Blvd.
Edinburg, Texas 78539

Texas Cleaners
1005 Nolana Ave,
McAllen, TX 78504

ECO Cleaners
1704 S. Sugar Road
Edinburg, Texas 78539

Classic Cleaners
7400 N 10th St,
McAllen, TX 78504

Excellent Dry Cleaners
3325 N Ware Rd,
McAllen, TX 78501

Wright Cleaners
119 E Park Ave,
Pharr, TX 78577

Superior Cleaners & Laundry
311 N Nebraska Ave,
San Juan, TX 78589

A-1 Dry Cleaners
1402 W. University
Edinburg, Texas 78539

\$1.50 Cleaners
2524 W. Freddy Gonzalez
Edinburg, Texas 78539

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Rejecting RFP No. 2016-012 Cisco Smartnet Renewals. [Leo Gonzales, Jr., Director of Information Technology]

STAFF COMMENTS AND RECOMMENDATION:

On Monday, May 2, 2016, RFP No. 2016-012 was opened. Four (4) proposals were received and reviewed. Two proposals were over the budgeted amount and the other two proposals were incomplete not listing all devices as requested. Therefore, we are recommending rejecting RFP 2016-012 and resubmitting the request for proposals.

RECOMMENDATION:

Approve Rejecting RFP No. 2016-012 Cisco Smartnet Renewals.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/Leo Gonzales Jr.
Leo Gonzales
Director of Information
Technology

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

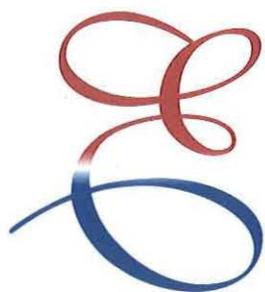
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



T H E C I T Y O F
EDINBURG

REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, May 02, 2016**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP #2016-012
CISCO SMARTNET RENEWALS

If you have any questions or require additional information regarding this RFP, please contact Mr. Leo Gonzalez, Jr., Director of Information Technology, at (956) 388-8201.

Hand Delivered RFP'S: 415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS): City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.



Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

CISCO SMARTNET RENEWALS

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Four (4) complete sets of the response, One (1) original marked "**ORIGINAL**," and three (3) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFP'S:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFP's:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s 60 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for CISCO SMARTNET RENEWALS as specified.

RESPONDENT'S EMPLOYEES

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such

undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such

overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

(26) The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(27) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(28) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(29) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, May 02, 2016 until 3:00 p.m.** for consideration. An original and three (3) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for **"CISCO SMARTNET RENEWALS"**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFP's:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

(30) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

(31) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(32) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(33) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

SECTION II GENERAL INFORMATION & INSTRUCTIONS

1.0 Submission Requirements:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **RFP #2016-012 CISCO SMARTNET RENEWALS**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 Proposal Format: Proposals shall be submitted in the following format and include the following information.

- a) Detailed response to information requested in Section III (SCOPE OF WORK)
- b) Cost proposals per detailed specifications in Section IV signed by responsible party

1.3 It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal.

1.4 Proposers will be notified in writing of any change in the specifications contained in this RFP.

1.5 No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Edinburg. No employee of the City of Edinburg is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.6 Right of Rejection and Clarification: The City of Edinburg reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City of Edinburg is not obligated to accept a cost proposal on the basis of any proposal submitted in response to this document.

1.7 Denial of Reimbursement: The City of Edinburg will not reimburse proposers for any costs associated with the preparation and submittal of any proposal.

1.8 Gratuity Prohibition: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Edinburg for the purpose of influencing consideration of this proposal.

1.9 Right of Withdrawal: A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

1.10 Right of Negotiation: The City of Edinburg reserves the right to negotiate with the selected proposer the exact terms and conditions of the proposal.

1.11 Right of Rejection of Lowest Fee Proposal: The City of Edinburg is under no obligation to award this project to the proposer offering the lowest cost proposal. Evaluation criteria included in this document shall be used in evaluating proposals.

1.12 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Edinburg, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.13 Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Edinburg, its employees, and agents, from any liability of any nature or kind in regard to the delivery of the CISCO SMARTNET RENEWAL.

1.14 Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Edinburg when received.

1.15 Basis of Award: Proposals will be evaluated according to the following criteria:

- a) Cost of CISCO SMARTNET RENEWAL (50 points)
- b) Proposer's ability to meet Cisco Smartnet Renewal specifications (50 points)

Proposals will be evaluated by a Selection Committee to select the vendor of choice.

1.16 Copies: An original and three copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

1.17 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed

Technical Questions should be addressed to:

Leo Gonzales Jr.
Information Technology Department
lgonzales@cityofedinburg.com
(956) 388-8201

1.18 Submittal of Qualifications: Statement of Qualifications is **not** required for this proposal.

1.19 Price Quote: The Price Quote for CISCO SMARTNET RENEWAL provided to the City of Edinburg by the proposer shall consist of

- 1) The Request for Proposal (RFP) containing the detailed pricing for the CISCO SMARTNET RENEWAL being requested by the City of Edinburg.

The City of Edinburg reserves the right to request proposer to clarify any such CISCO SMARTNET RENEWAL pricing information being submitted and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or proposer's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.20 Cancellation of Purchase: The City of Edinburg may cancel the purchase at any time prior to the submission of Purchase Order. Should the City of Edinburg exercise its right to cancel the purchase for any such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the proposer.

SECTION III SCOPE OF WORK

2.0 Purpose:

The purpose of this Request for Proposal is to define the City's requirements for the purchase of CISCO SMARTNET RENEWAL. The City seeks to purchase CISCO SMARTNET RENEWAL – Smart Net Total Care for the Cisco devices as listed in Section IV of the Cost Proposal.

The requirements of this RFP include: CISCO SMARTNET RENEWAL – Smart Net Total Care is the only requirement for this Request for Proposal. No vendor services are needed or required as part of this Request for Proposal. Cisco Smart Net Total Care is requested for the Cisco devices as listed.

2.1 Pricing:

The City of Edinburg is seeking to purchase CISCO SMARTNET RENEWAL – Smart Net Total Care for the Cisco devices as specified in Section IV. The proposer must list detailed pricing on all items listed in the Cost Proposal for all Cisco devices listed. Section IV details all City Cisco equipment requiring Cisco Smartnet Renewal – Smart Net Total Care. CISCO SMARTNET RENEWAL – Smart Net Total Care quoted must be quoted for the exact City Cisco devices listed with appropriate serial numbers. Any proposal that is submitted with different CISCO SMARTNET RENEWAL – Smart Net Total Care specifications may be excluded from the selection process.

2.2 Cisco Smartnet Renewal:

The City of Edinburg is requesting pricing for CISCO SMARTNET RENEWAL – Smart Net Total Care for all Cisco devices as specified in Section IV.

**SECTION IV
Cisco Equipment**

City of Edinburg - Information Technology Department
Networking Equipment Inventory

	Site	#	Brand	Type	Model Number	Serial Number
1	City Hall	1	Cisco	Router	2821	FCZ140271Y0
		2	Cisco	Router	2821	FCZ142671WV
		3	Cisco	UCS	C220 M3	FCH1813V05F
		4	Cisco	ASA to PD	5508X	JMX1927Z0PB
		5	Cisco	ASA Old	5520	JMX1149L1SF
		6	Cisco	Router	1841	FTX09ZSYOEQ
		7	Cisco	Switch	3560	FOC1146ZA7G
		8	Cisco	Switch	3560	FOC1146ZA7D
		9	Cisco	Switch	3750	FDO1137Z5YE
		10	Cisco	Switch	3650	FOC1147Y3KJ
		11	Cisco	Switch	3650	FOC1146ZA6J
		12	Cisco	Switch	3650	FOC1147Y3KA
		13	Cisco	Switch	3650	FOC1146Y46H
		14	Cisco	Router	1760	FHK081310BM
		15	Cisco	Switch	3650	FOC1147Y3KC
		16	Cisco	Switch	3650	FOC1147Y3JP
		17	Cisco	Switch	3650	FOC1146Y4GM

	Site	#	Brand	Type	Model Number	Serial Number
4	Wastewater Treatment Plant	1	Cisco	Router	2901	FTX16128069
			Cisco	Switch	2960	FOC1933S60C
5	Boys & Girls Club - Kuhn St.	1	Cisco	Router	2901/ k9	FTX1613870S
			Cisco	Switch	2960	FOC1933S615
6	Fire Substation # 3	1	Cisco	Router	2901 /k9	FTX161386YT
			Cisco	Switch	catalyst 2960 24p	FOC1849W6M5
7	Fire Substation # 4		Cisco	Router	2901/ k9	FTX16138739
			Cisco	Switch	2960	FOC1849W6LE
8	New Boys and Girls Club - Cullen St	1	Cisco	Router	2901	FTX1447046B
			Cisco	Switch	3560	FOC1442W875
			Cisco	Switch	2960	FOC1444Z10X
			Cisco	Switch	2960	FOC1717X2XK
	Site	#	Brand	Type	Model Number	Serial Number
9	West Water Treatment Plant	1	Cisco	Router	2901	FTX1613870W
		2	Cisco	Switch	Catalyst Express 520	
10	Boys and Girls Club - Sugar Rd.	1	Cisco	Router	2901	FTX1613870P
			Cisco	Switch	2960	FOC1933S5YN
11	Downtown Water Treatment Plant	1	Cisco	Router	2901 /k9	FTX161386YU
			Cisco	Switch	2960	FOC1849W6LN
12	Ebony Golf Course	1	Cisco	Router	2901 /k9	FTX16138746
13	Public Library	1	Cisco	Router	2901/K9	FTX1613872W
14	Parks & Recreation	1	Cisco	Router	2921 /k9	FTX1847AKUJ
		2	Cisco	Switch	C3850	FDO1406R118
		3	Cisco	Switch	C3850	FDO1406R12K

		4	Cisco	ASA	ASA5512	FTX1845106E
		5	Cisco	Router	2921 /k9	FTX1847AM3D
		6	Cisco	WLC	5508	FCW1842L08G
		7	Cisco	Router	c3900- spe250 /k9	FOC184853G6
		8	Cisco	Switch	3750	FDO1519X3FU
		9	Cisco	Switch	C2960X	FCW1845A67D
		10	Cisco	Switch	C2960X	FOC1837S5DQ
		11	Cisco	Switch	C2960X	FOC1837S60C
		12	Cisco	Switch	C2960X	FCW1838A5N2
		13	Cisco	Switch	C2960X	FCW1838A5PQ
		14	Cisco	Switch	C2960X	FCW1838A5PW
		15	Cisco	Switch	C2960X	FCW1838A5Q1
		16	Cisco	Switch	C2960X	FOC1837S5TK
		17	Cisco	Switch	C2960X	FOC1837S5S6
		18	Cisco	Switch	C3850	FCW1841C1EC
		19	Cisco	Switch	C3850	FOC1842X1LZ
		20	Cisco	Switch	C3850	FOC1842U1KM
15	Fire Substation # 2	1	Cisco	Router	Cisco 2901/K9	FTX161386ZK
		2	Cisco	Switch	C2960	FOC1849W6MB
16	Los Lagos Golf Course	1	Cisco	Router	2901/ k9 V4	FTX161386ZB
		2	Cisco	Switch	2960 24LC-L v02	FOC1933S5Y5

	Site	#	Brand	Type	Model Number	Serial Number
17	Police Department	1	Cisco	Switch	WS/C3750 -48p	FDO1528R1LU
		2	Cisco	Switch	WS/C3750 -48p	FDO1528R0FZ
		3	Cisco	Switch	WS/C3750 -48p	FDO1528R0G6
		4	Cisco	Switch	WS/C3750 -48p	FDO1528K0EV
		5	Cisco	ASA	5510 Old	JMX1007K10K
		6	Cisco	Router	2921 /K9 v06	FTX1611AJJQ
		7	Cisco	Switch	Catalyst 2960 X Series	FOC1823S2BR
		8	Cisco	ASA	ASA5508v01 to McA	JMX1932Z047

		9	Cisco	Router	1841 v05	FTX133580GQ
		10	Cisco	Router	2901/k9 V06	FTX181882YX
		11	Cisco	UCS	C220 M3	FCH1813V2VV
		12	Cisco	WLC	5508	FCW1843L07M
		13	Cisco	Switch	C3750X-48p	FDO1528K164
		14	Cisco	Switch	C3750X-48p	FD01528R1LL
		15	Cisco	Switch	Catalyst 2960 X Series	FOC1823S2B6
		16	Cisco	Switch	Catalyst 2960 X Series	FOC1823S2BP
		17	Cisco	ASA	ASA5508v01 McA to Edn	JMX1931Z11U
18	World Birding Center	1	Cisco	Router	2901	FTX16128066
		2	Cisco	Switch	2960	FOC1849W6MA
		3	Cisco	Switch	Catalist3500 XL	FAA0428J05Y
19	Service Center - Doolittle	1	Cisco	Router	2901/K9	FTX16138701
20	Airport	1	Cisco	Router	2901/k9	FTX1613873X
		2	Cisco	Switch	Catalyst 2960	FOC1933S60J
21	Solid Waste Mgmt. (Landfill)	1	Cisco	Router	2921 /K9	FTX1502AJLH
		2	Cisco	Switch	2960	FOC1444Y25E
		3	Cisco	Switch	2960	FOC1444Y24L
		4	Cisco	Switch	Catalyst 2960	FOC1443X78D

Executive Summary

Presidio is one of the largest and most adept providers of advanced technology solutions and services. We are passionate about driving results for our clients, delivering the highest quality of products and services to help them unlock the unlimited potential of a completely connected world.

Presidio recognizes that in today's business climate, IT investments need to be strategic and practical to have immediate impact. Our holistic approach blends experience and expertise with proven processes and technologies to satisfy our clients' technical business objectives, providing significant value differentiation.

As one of the largest solution providers in the U.S., Presidio combines experience and stability with regional expertise and service, so the City of Edinburg can rest assured we will be there to help you locally with the ability to cover your global business needs.

Presidio partners with technology vendors who drive innovation and are indisputable leaders of the IT industry. Our significant investment with select strategic partners allows us to achieve broad and deep sets of technical capabilities. Presidio has more than 2,700 IT professionals, 1,200+ of which are highly certified consulting engineers, based conveniently in 60+ offices throughout the U.S. Our passion for driving client results is demonstrated by our 97 percent client retention rate and double-digit annual growth rates for 15+ years.

We are not just trusted partners, we enable new thinking that can benefit the City of Edinburg now and in the future.

Presidio as a Cisco Provider

Strategic Partner: Cisco



Presidio and Cisco have developed a comprehensive partnership to provide robust and reliable solutions to our clients. This is accomplished by Presidio establishing deep technical expertise in the entire Cisco portfolio and by a unique collaborative relationship that results in co-developing innovative solutions.

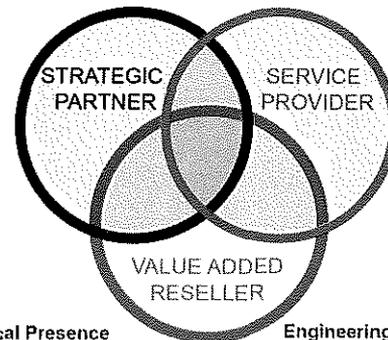
The power of our Cisco partnership is best exemplified by the many awards and certifications we have received:

- 15 prestigious awards at the Cisco Partner Summit 2016, including:
 - Architectural Excellence: Cloud Builder (Global)
 - Architectural Excellence US: Collaboration (Global)
 - Partner of the Year: US (Americas)
 - Partner of the Year: Public Sector (Americas)

PRESIDIO Provides...

Strategic Vision
Industry Insight
Independent Perspective

Fulfillment Capabilities
Depth & Breadth of Services
and Support Offerings



Local Presence
Practical Hands-on Skills

Engineering Expertise
Broad Product Portfolio

- Architectural Excellence: Cloud Builder (National)
- Public Sector Partner of the Year (Public Sector)
- SLED Partner of the Year (Public Sector)
- Public Sector Architectural Excellence – Security (Public Sector)
- Enterprise Partner of the Year (Central)
- Area Partner of the Year (East)
- SLED Partner of the Year (East)
- Architectural Excellence – Security (East)
- Architectural Excellence – Collaboration (Netech, a Presidio Company)
- Public Sector Cisco Capital Partner of the Year (Netech, a Presidio Company)
- Area Partner of the Year (South)
- Over 30 Cisco specific specializations and authorizations
- Over 2,200 Cisco technical certifications including more than 150 CCIEs

Cisco Gold Certification

As a **Cisco Gold Certified Partner**, Presidio has attained the broadest range of expertise across multiple technologies by achieving the following advanced specializations:

- Advanced Borderless Network Architecture Specialization
- Advanced Collaboration Architecture Specialization
- Advanced Content Security Specialization
- Advanced Core and WAN Specialization
- Advanced Data Center Architecture Specialization
- Advanced Enterprise Networks Architecture Specialization
- Advanced IoT - Connected Safety and Security Specialization
- Advanced Routing & Switching
- Advanced Security
- Advanced Security Architecture Specialization
- Advanced Unified Access Specialization
- Advanced Unified Computing Technology Specialization
- Advanced Unified Fabric Technology Specialization
- Unified Communications (UC)



In addition, Gold Certified Partners have integrated Cisco Lifecycle Services into their offerings and demonstrated a high level of customer satisfaction.

The Gold Certified Partner designation offers the highest level of branding, economic incentives, and differentiation as a reward for loyalty to Cisco, for capabilities in providing value-added services, and for a commitment to customer success.

Presidio and Cisco have developed a comprehensive partnership to provide robust and reliable solutions to our clients. This is accomplished by Presidio establishing deep technical expertise in the entire Cisco portfolio and by a unique collaborative relationship that results in co-developing innovative solutions.

Presidio's SMARTnet Value Add

Presidio is a leading partner for Cisco SMARTnet services, providing value unmatched by our competitors. We take steps to ensure the City of Edinburg is properly supported through the equipment lifecycle. Presidio has five regional dedicated SMARTnet teams, composed of more than 35 employees who work closely with Cisco Service Account teams and our customers to ensure timely and accurate SMARTnet renewals. With every SMARTnet renewal, customers are entitled to Cisco's complete suite of SMARTnet services. Presidio takes additional steps to ensure the City of Edinburg is properly supported through the equipment lifecycle.

We offer the City of Edinburg (the City) the following:

- Presidio's five regional dedicated SMARTnet teams, composed of more than 35 employees who work closely with Cisco Service Account teams and the City to ensure timely and accurate SMARTnet services.
- A designated SMARTnet Account Manager who initiates the City's contract term and then provides the City with comprehensive, ongoing oversight, analysis, and administration of the SMARTnet contract and additional support.
- Responsive troubleshooting using Presidio Managed Services access to the Cisco Technical Assistance Center (TAC) 24 hours a day, 7 days a week.
- Next-business-day hardware replacement, with multiple options to upgrade individual devices.
- Access to the Presidio Managed Services client portal, as well as other information resources at Cisco.com.
- Single ownership for end-to-end case resolution, avoiding issues sometimes experienced with vendor-based call centers.
- Remote monitoring and repair of Cisco and non-Cisco devices and software applications.
- Simplified contract management and maintenance through a single service contract covering all Cisco devices.
- Cisco IOS Software support, including maintenance releases, patches, and minor updates, as well as support for other qualified Cisco applications.
- Proactive notifications to simplify updating Cisco devices (PSIRTS, End of Life).

Presidio's SMARTnet Services Overview

The Presidio account team includes a named SMARTnet specialist. With the Account Manager, this Presidio team performs the following tasks:

- Manages co-termination of expiration/renewal dates.
- Registers the City users (with Cisco Connections Online [CCO] accounts) with access to contracts, as appropriate.
- Consolidates contracts where possible (common Service Level Agreements [SLAs]).
- Corrects site IDs and addresses assigned to contracts.
- Corrects Cisco contract data (e.g., incorrect serial numbers and missing items).
- Notifies end-of-support life status.
- Advises regarding service options.
- Reviews reports to ensure appropriate SLA and coverage of items.
- Provides reports and itemized pricing in Excel format.
- Provides Welcome Kit including TAC/SMARTnet guide and UCSS Activation Guide.
- Develops a mutually agreeable process and schedule for true-ups.

As equipment is purchased, moved, re-deployed, retired, reaches end-of-sale and -support life, and as companies are sold/acquired and support staff changes, revisions to the support contracts are required. After we initiate the contract and initial adjustments are complete, Presidio continues to manage support contracts and performs the following tasks:

- Manages co-termination of expiration/renewal dates during the contract term, including new purchases and transfers from acquisitions.
- Provides reports and itemized pricing in Excel format.
- Generates quarterly (or other scheduled interval) reports and reviews systems/equipment coverage.
- Registers the City users (with Cisco Connections Online (CCO) account) with access to contracts as appropriate.
- Administers contracts consolidation (same SLA).
- Manages changes to equipment site IDs and addresses (e.g., update serial numbers when items are replaced through warranty).
- Notifies and plans proactively for end-of-support status.
- Manages service-level changes.
- Manages equipment changes, including credits for retired equipment.

-
- Communicates with assigned Cisco Service Account Manager.

Presidio's Hardware and Software Contract Support

It is critical to begin the contract term with accurate data and properly aligned support terms. During SMARTnet contract initiation, Presidio performs the following tasks:

- Registers the City users (with CCO accounts) with access to contracts, as appropriate.
- Consolidates contracts where possible (common SLAs).
- Corrects site IDs and addresses assigned to contracts; corrects Cisco contract data (e.g., incorrect serial numbers and missing items).
- Reviews reports to ensure appropriate SLA and coverage of items.
- Provides reports and itemized pricing in Excel format.
- Develops a mutually agreeable process and schedule for true-ups.

As equipment is purchased, moved, re-deployed, retired, reaches end-of-sale and -support life, and as companies are sold/acquired and support staff changes, revisions to the support contracts are required. After we initiate the contract and initial adjustments are complete, Presidio continues to manage support contracts and performs the following tasks:

- Manages co-termination of expiration/renewal dates, including new purchases and transfers from acquisitions.
- Notifies and plans proactively for end-of-support status.
- Generates quarterly (or other scheduled interval) reports and reviews systems/equipment coverage.
- Registers the City users (with CCO account) with access to contracts as appropriate.
- Manages changes to equipment site IDs and addresses (e.g., update serial numbers when items are replaced through warranty).
- Manages service-level changes.
- Manages equipment changes, including credits for retired equipment.
- Communicates with assigned Cisco Service Account Manager.

Quote #: 12939188
 Quote Name:

w= EOS Date

SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	QTY	BEGIN DATE(DD-MON-YYYY)	END DATE(DD-MON-YYYY)	INSTALL SITE ID	INSTALL SITE NAME	SITE ADDRESS LINE 1	PRO RATED LIST PRICE	CUSTOMER PRICE
FCW1843L07M ✓	AIR-CT5508-12-K9	Cisco 5508 Series Wireless Controller for up to 12 APs	1	26-Apr-2016	30-Apr-2017	410597637	CITY OF EDINBURG CITY ADMINISTRATIO	212 W MCINTYRE ST 415 W. UNIVERSITY	1,448.58	1,129.89
FCW1842L08G ✓	AIR-CT5508-50-K9	5508 Series Controller for up to 50 APs	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	DRIVE 415 W. UNIVERSITY	2,964.05	2,311.96
JMX1927Z0PB ✓	ASA5508-K9	ASA 5508-X with FirePOWER services, 8GE, AC, 3DES/AES	1	14-Dec-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	162.95	127.10
JMX1931Z11U ✓	ASA5508-K9	ASA 5508-X with FirePOWER services, 8GE, AC, 3DES/AES	1	26-Aug-2016	30-Apr-2017	416252313	CITY OF EDINBURG	1702 S CLOSNER BLVD	292.84	228.42
JMX1932Z047 ✓	ASA5508-K9	ASA 5508-X with FirePOWER services, 8GE, AC, 3DES/AES	1	17-Sep-2016	30-Apr-2017	416252313	CITY OF EDINBURG	1702 S CLOSNER BLVD	266.87	208.16
JMX1007K10K ✓	ASA5510-BUN-K9	^^ASA 5510 Appliance with SW, 5FE, 3DES/AES	1	26-Apr-2016	30-Apr-2017	400438169	CITY OF EDINBURG	100 EAST FREDDY GONZALEZ DRIVE	488.60	381.11
FTX1845106E ✓	ASA5512-SSD120-K9	NGFW ASA 5512-X w/ SW, 6GE Data, 1GE Mgmt, AC, 3DES/AES, SSD	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	DRIVE	558.55	435.67
JMX1149L1SF ✓	ASA5520-BUN-K9	^^ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE 415 W. UNIVERSITY	1,118.11	872.13
FTX133580GQ ✓	C1841-MS	^1841 T1 bundle for SPs	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	DRIVE	144.96	113.07
FTX16128066 ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX16128069 ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX16138701 ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX1613872W ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX16138739 ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX1613870P ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX1613870W ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX1613870S ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX1613873X ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX16138746 ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX161386ZB ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX161386ZK ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX161386YU ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX161386YT ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	318.30	248.27
FTX1447046B ✓	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	404572449	CITY OF EDINBURG BOYS & GIRLS CLUB	702 S 18TH AVE 415 W. UNIVERSITY	318.30	248.27
FTX1611AJJQ ✓	C2921-CME-SRST/K9	2921 Voice Bundle w/PVDM3-32, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	DRIVE	574.77	448.32
FTX1847AKUJ ✓	C2921-CME-SRST/K9	2921 Voice Bundle w/PVDM3-32, FL-CME-SRST-25, UC Lic, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	DRIVE	574.77	448.32
FTX0925Y0EQ ✓	CISCO1841	^Modular Router w/2xFE, 2 WAN slots, 64 FL/256 DR	1	26-Apr-2016	31-Oct-2016	407298388	CITY OF EDINBURG (TX)	DRIVE	92.69	72.30
FCZ140271Y0 ✓	CISCO2821	^2821 w/ AC PWR, 2GE, 4HWICs, 3PVDM, 1NME-	1	26-Apr-2016	31-Oct-2016	404078344	CITY OF EDINBURG- VOLTR FIRE	PO #P100757 SHAWN SNIDER	402.34	313.83
FCZ142671WV ✓	CISCO2851	^2851 w/ AC PWR, 2GE, 4HWIC, 3PVDM, 1NME-	1	26-Apr-2016	31-Oct-2016	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	563.38	439.44

Quote #: 12939188
 Quote Name:

W= EOS Date

SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	QTY	BEGIN DATE(DD-MON-YYYY)	END DATE(DD-MON-YYYY)	INSTALL SITE ID	INSTALL SITE NAME	SITE ADDRESS LINE 1	PRO RATED LIST PRICE	CUSTOMER PRICE
FTX181882YX ✓	CISCO2901-V/K9	Cisco 2901 Voice Bundle, PVD3-16, UC License PAK, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	318.30	248.27
FTX1502AJLH ✓	CISCO2921-V/K9	Cisco 2921 Voice Bundle, PVD3-32, UC License PAK, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	404575004	CITY OF EDINBURG	1201 N DOOLITTLE RD	574.77	448.32
FTX1847AM3D ✓	CISCO2921-V/K9	Cisco 2921 Voice Bundle, PVD3-32, UC License PAK, FL-CUBE10	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	574.77	448.32
FTX1902AKM2	CISCO3945E-V/K9	Cisco 3945E Voice Bundle, PVD3-64, UC License PAK, FL-CUBE25	1	01-Jan-2017	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	784.77	612.12
FOC1849W6MB ✓	WS-C2960+24LC-L	Catalyst 2960 Plus 24 10/100 (8 PoE) + 2 T/SFP LAN Base	1	05-Aug-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	70.01	54.61
FOC1849W6MA ✓	WS-C2960+24LC-L	Catalyst 2960 Plus 24 10/100 (8 PoE) + 2 T/SFP LAN Base	1	05-Aug-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	70.01	54.61
FOC1849W6LE ✓	WS-C2960+24LC-L	Catalyst 2960 Plus 24 10/100 (8 PoE) + 2 T/SFP LAN Base	1	05-Aug-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	70.01	54.61
FOC1849W6M5 ✓	WS-C2960+24LC-L	Catalyst 2960 Plus 24 10/100 (8 PoE) + 2 T/SFP LAN Base	1	05-Aug-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	70.01	54.61
FOC1849W6LN ✓	WS-C2960+24LC-L	Catalyst 2960 Plus 24 10/100 (8 PoE) + 2 T/SFP LAN Base	1	05-Aug-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	70.01	54.61
FOC1933S5Y5 ✓	WS-C2960+24LC-L	Catalyst 2960 Plus 24 10/100 (8 PoE) + 2 T/SFP LAN Base	1	11-Feb-2017	30-Apr-2017	403789883	CITY OF EDINBURG	415 W UNIVERSITY DR	20.56	16.04
FOC1933S60C ✓	WS-C2960+24LC-L	Catalyst 2960 Plus 24 10/100 (8 PoE) + 2 T/SFP LAN Base	1	11-Feb-2017	30-Apr-2017	403789883	CITY OF EDINBURG	415 W UNIVERSITY DR	20.56	16.04
FOC1933S60J ✓	WS-C2960+24LC-L	Catalyst 2960 Plus 24 10/100 (8 PoE) + 2 T/SFP LAN Base	1	11-Feb-2017	30-Apr-2017	403789883	CITY OF EDINBURG	415 W UNIVERSITY DR	20.56	16.04
FOC1933S5YN ✓	WS-C2960+24LC-L	Catalyst 2960 Plus 24 10/100 (8 PoE) + 2 T/SFP LAN Base	1	11-Feb-2017	30-Apr-2017	403789883	CITY OF EDINBURG	415 W UNIVERSITY DR	20.56	16.04
FOC1933S615 ✓	WS-C2960+24LC-L	Catalyst 2960 Plus 24 10/100 (8 PoE) + 2 T/SFP LAN Base	1	11-Feb-2017	30-Apr-2017	403789883	CITY OF EDINBURG	415 W UNIVERSITY DR	20.56	16.04
FOC1443X78D ✓	WS-C2960S-24PS-L	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	1	26-Apr-2016	30-Apr-2017	404575004	CITY OF EDINBURG	1201 N DOOLITTLE RD	203.75	158.93
FOC1717X2XK ✓	WS-C2960S-24PS-L	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	1	26-Apr-2016	30-Apr-2017	404572449	CITY OF EDINBURG	702 S 18TH AVE	203.75	158.93
FOC1444Z10X ✓	WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	1	26-Apr-2016	30-Apr-2017	404572449	CITY OF EDINBURG	702 S 18TH AVE	401.42	313.11
FOC1444Y25E ✓	WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	1	26-Apr-2016	30-Apr-2017	404575004	CITY OF EDINBURG	1201 N DOOLITTLE RD	401.42	313.11
FOC1444Y24L ✓	WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	1	26-Apr-2016	30-Apr-2017	404575004	CITY OF EDINBURG	1201 N DOOLITTLE RD	401.42	313.11
FCW1838A5Q1 ✓	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	203.75	158.93
FCW1838A5N2 ✓	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	203.75	158.93
FCW1838A5PQ ✓	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	203.75	158.93
FCW1838A5PW ✓	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	203.75	158.93
FCW1845A67D ✓	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	203.75	158.93
FOC1823S2BR ✓	WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	420.68	328.13
FOC1823S2B6 ✓	WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	420.68	328.13
FOC1823S2BP ✓	WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	420.68	328.13
FOC1837S5DQ ✓	WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	420.68	328.13
FOC1837S60C ✓	WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	420.68	328.13

Quote #: 12939188
 Quote Name:

Yellow= EOS Date

SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	QTY	BEGIN DATE(DD-MON-YYYY)	END DATE(DD-MON-YYYY)	INSTALL SITE ID	INSTALL SITE NAME	SITE ADDRESS LINE 1	PRO RATED LIST PRICE	CUSTOMER PRICE
FOC1837S5TK ✓	WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	420.68	328.13
FOC1837S5S6 ✓	WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	420.68	328.13
FOC1147Y3JP ✓	WS-C3560G-24PS-S	^Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	396.36	309.16
FOC1147Y3KJ ✓	WS-C3560G-24PS-S	^Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	396.36	309.16
FOC1147Y3KC ✓	WS-C3560G-24PS-S	^Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	396.36	309.16
FOC1147Y3KA ✓	WS-C3560G-24PS-S	^Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	396.36	309.16
FOC1146ZA7G ✓	WS-C3560G-48PS-S	^Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	671.07	523.43
FOC1146ZA7D ✓	WS-C3560G-48PS-S	^Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	671.07	523.43
FOC1146Y4GM ✓	WS-C3560G-48PS-S	^Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	671.07	523.43
FOC1146Y46H ✓	WS-C3560G-48PS-S	^Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	671.07	523.43
FOC1146ZA6J ✓	WS-C3560G-48PS-S	^Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	671.07	523.43
FOC1442W875 ✓	WS-C3560G-48PS-S	^Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	1	26-Apr-2016	30-Apr-2017	404572449	CITY OF EDINBURG	BOYS & GIRLS CLUB 702 S 18TH AVE	671.07	523.43
FDO1137Z5YE ✓	WS-C3750G-12S-E	^Catalyst 3750 12 SFP + IPS Image	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	1,173.86	915.61
FDO1519X3FU ✓	WS-C3750V2-48PS-S	Catalyst 3750V2 48 10/100 PoE + 4 SFP Standard Image	1	26-Apr-2016	30-Apr-2017	2000180976	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	516.99	403.25
FDO1528R0FZ ✓	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1	26-Apr-2016	30-Apr-2017	405733444	CITY OF EDINBURG	POLICE DEPT	830.22	647.57
FDO1528K0EV ✓	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1	26-Apr-2016	30-Apr-2017	405733444	CITY OF EDINBURG	POLICE DEPT	830.22	647.57
FDO1528R0G6 ✓	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1	26-Apr-2016	30-Apr-2017	405733444	CITY OF EDINBURG	POLICE DEPT	830.22	647.57
FDO1528K164 ✓	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1	26-Apr-2016	30-Apr-2017	405733444	CITY OF EDINBURG	POLICE DEPT	830.22	647.57
FDO1528R1LL ✓	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1	26-Apr-2016	30-Apr-2017	405733444	CITY OF EDINBURG	POLICE DEPT	830.22	647.57
FDO1528R1LU ✓	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1	26-Apr-2016	30-Apr-2017	405733444	CITY OF EDINBURG	POLICE DEPT	830.22	647.57
FCW1841C1EC ✓	WS-C3850-24U-S	Cisco Catalyst 3850 24 Port UPOE IP Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	497.73	388.23
FOC1842U1KM ✓	WS-C3850-48U-S	Cisco Catalyst 3850 48 Port UPOE IP Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	894.08	697.38
FOC1842X1LZ ✓	WS-C3850-48U-S	Cisco Catalyst 3850 48 Port UPOE IP Base	1	26-Apr-2016	30-Apr-2017	407298388	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	894.08	697.38
FCH1813V2VV ✓	UCUCS-EZ-C220M3S	UCS C220 M3 SFF dual-4-core/3.3 GHz, 64 GB RAM, 8x300 GB 15K	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	421.70	328.93
FCH1813V05F ✓	UCUCS-EZ-C220M3S	UCS C220 M3 SFF dual-4-core/3.3 GHz, 64 GB RAM, 8x300 GB 15K	1	26-Apr-2016	30-Apr-2017	1321869	CITY OF EDINBURG	210 WEST MCINTIRE	421.70	328.93
Total:									29,735.17	

TO:
 City of Edinburg (TX)
 Leo Gonzales Jr.
 415 W. University Drive
 Edinburg, TX 78541

 lgonzales@ci.edinburg.tx.us
 (p) 956-388-8201

FROM:
 Presidio Networked Solutions Group, LLC
 Chad Flatt
 777 E. Sonterra Blvd.
 Suite 300
 San Antonio, TX 78258

 cflatt@presidio.com
 (p) 469.549.3899

Customer#: CITY0482
Account Manager: Calvin Douglas
Inside Sales Rep: Chad Flatt
Title: Smartnet RFP Quote

Contract Vehicle: Texas DIR-TSO-2544 CISCO Branded Equipment and Related Services

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	\$29,735.17	1	\$29,735.17
Comments: Please see the attached spreadsheet for details.					
Sub Total:					\$29,735.17
Grand Total:					\$29,735.17

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER DIR-TSO-2544
vendor ID 17605152499 STATE OF TEXAS
 YOU MUST REFERENCE THE DIR CONTRACT NUMBER DIR-TSO-2544 ON YOUR PURCHASE ORDER.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

 Customer Signature

 Date

Insight - Cisco SMARTnet Quote

Customer Name: CITY OF EDINBURG

Quote Date: 25-Apr-2016



1-Year Quote Summary				
CO-TERM: 21-Apr-2017				
QUOTE	SERVICE LEVEL	REFERENCE CONTRACT		CLIENT PRICE
12907329	CON-SNT-1	NEW	\$	24,998.65
CLIENT COST SUBTOTAL			\$	24,998.65

Account Executive: Darak Weaver

SMARTnet Sales Specialist: Russell Hanna

QS: LW

Please Note: This quote is valid for 30 days. Subject to sales tax and freight charges where applicable.

TERMS OF SALE. THIS QUOTE IS SUBJECT TO INSIGHTS TERMS AND CONDITIONS OF SALE SET FORTH ONLINE AT http://www.insight.com/en_US/help/terms-of-sale-products.html (Terms of Sale - Products), AS WELL AS THE TERMS SET FORTH IN THIS QUOTE. Cisco SMARTnet services are third-party branded services (SMARTnet Services). SMARTnet Services are not performed by Insight and therefore classified by Insight as Product and subject to Insights Terms of Sale Products. In the event of a conflict between the Terms of Sale - Products and any terms of sale on Ciscos website, Insights Terms of Sale Products shall govern the purchase of SMARTnet Services herein.

SERVICE DESCRIPTIONS. The SMARTnet Services being purchased under this quote are further described under Technical Support Services in the Service Descriptions found on Ciscos website at www.cisco.com/go/servicedescriptions/. Such Service Description is incorporated into and made part of this Agreement. SMARTnet Services are subject to the availability limitations and other terms and conditions set forth in the Service Descriptions.

TERMS OF USE. Clients use of SMARTnet Services is further subject to the following documents, and other applicable documents as required by Cisco, set forth in Ciscos Service Descriptions: (a) End User Obligations; (b) Glossary of Terms; (c) Severity and Escalation Guidelines; and (d) List of Services Not Covered.

This quote is subject to Insight's Terms of Sale - Products set forth online at:

http://www.insight.com/en_US/help/terms-of-sale-products.html

Quote #:	12907329
Quote Name:	CITY OF EDINBURG
Quote Status:	VALID
Created Date:	25-Apr-2016

PRODUCT NUMBER	QUANTITY	SERIAL NUMBER	TARGET SERVICE LEVEL	BEGIN DATE	END DATE	SERVICE SKU	SERVICE LIST PRICE	PRORATED LIST PRICE	CLIENT PRICE
ASAS510-BUN-K9	1	JMX1007K30K	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-AS1BUNK9	\$ 482.00	\$ 482.00	\$ 375.96
WS-C3750G-12S-E	1	FDO113725YE	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3750G12E	\$ 1,158.00	\$ 1,158.00	\$ 903.24
WS-C3560G-48PS-S	1	FOC11462A7G	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3560G48S	\$ 662.00	\$ 662.00	\$ 516.36
WS-C3560G-48PS-S	1	FOC11462A7D	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3560G48S	\$ 662.00	\$ 662.00	\$ 516.36
WS-C3560G-48PS-S	1	FOC1146Y4GM	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3560G48S	\$ 662.00	\$ 662.00	\$ 516.36
WS-C3560G-48PS-S	1	FOC1146Y46H	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3560G48S	\$ 662.00	\$ 662.00	\$ 516.36
WS-C3560G-48PS-S	1	FOC1146ZAEJ	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3560G48S	\$ 662.00	\$ 662.00	\$ 516.36
WS-C3560G-24PS-S	1	FOC1147Y3JP	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3560GPS	\$ 391.00	\$ 391.00	\$ 304.98
WS-C3560G-24PS-S	1	FOC1147Y3KI	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3560GPS	\$ 391.00	\$ 391.00	\$ 304.98
WS-C3560G-24PS-S	1	FOC1147Y3KC	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3560GPS	\$ 391.00	\$ 391.00	\$ 304.98
WS-C3560G-24PS-S	1	FOC1147Y3KA	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3560GPS	\$ 391.00	\$ 391.00	\$ 304.98
ASAS520-BUN-K9	1	JMX1149L15F	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-AS1BUNK9	\$ 1,108.00	\$ 1,108.00	\$ 860.34
CL841-AWS	1	FTX133580GQ	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-CL841MS	\$ 143.00	\$ 143.00	\$ 111.54
CISCO2851	1	FCBL42671WVY	SNT	22-Apr-2016	21-Oct-2016	CON-SNT-2851	\$ 1,089.00	\$ 575.30	\$ 448.75
WS-C3560G-48PS-S	1	FOC1442W875	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3560G48S	\$ 662.00	\$ 662.00	\$ 516.36
C2901-CME-SRST/K9	1	FTX14470468	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
WS-C2960S-48FPS-L	1	FOC1444210X	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2960S4FS	\$ 396.00	\$ 396.00	\$ 308.88
WS-C2960S-24PS-L	1	FOC1443X78D	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2960S2PS	\$ 201.00	\$ 201.00	\$ 156.78
WS-C2960S-48FPS-L	1	FOC1444Y25E	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2960S4FS	\$ 396.00	\$ 396.00	\$ 308.88
WS-C2960S-48FPS-L	1	FOC1444Y24L	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2960S4FS	\$ 396.00	\$ 396.00	\$ 308.88
CISCO2921-V/K9	1	FTX1502A1LH	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2921V	\$ 567.00	\$ 567.00	\$ 442.26
WS-C3750V2-48PS-S	1	FDO1519X3FU	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3750V48PS	\$ 510.00	\$ 510.00	\$ 397.80
WS-C3750X-48P-S	1	FDO1528K164	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3750X4PS	\$ 819.00	\$ 819.00	\$ 638.82
WS-C3750X-48P-S	1	FDO1528R4LL	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3750X4PS	\$ 819.00	\$ 819.00	\$ 638.82
WS-C3750X-48P-S	1	FDO1528R4LU	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-3750X4PS	\$ 819.00	\$ 819.00	\$ 638.82
C2921-CME-SRST/K9	1	FTX1611A1UJ	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2921CMST	\$ 567.00	\$ 567.00	\$ 442.26
C2901-CME-SRST/K9	1	FTX16128066	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX16128069	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX16138701	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX1613872W	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX16138739	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX1613870P	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX1613870W	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX1613870S	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX1613873X	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX16138746	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX1613862B	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX1613862K	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX1613865U	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
C2901-CME-SRST/K9	1	FTX1613865T	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901CMST	\$ 314.00	\$ 314.00	\$ 244.92
WS-C2960S-24PS-L	1	FOC1717X2XK	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2960S2PS	\$ 201.00	\$ 201.00	\$ 156.78
CISCO2901-V/K9	1	FTX181882YX	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2901V	\$ 314.00	\$ 314.00	\$ 244.92
UCUCS-E2-C220MBS	1	FCH1813V05P	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-UC220MBS	\$ 276.00	\$ 276.00	\$ 213.28
WS-C2960X-48FPS-L	1	FOC1823S286	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-WS2945L	\$ 570.63	\$ 570.63	\$ 445.09
WS-C2960X-48FPS-L	1	FOC1823S28P	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-WS2945L	\$ 570.63	\$ 570.63	\$ 445.09
AIR-CT5508-50-K9	1	FCW1842L08G	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-CT5508	\$ 2,924.00	\$ 2,924.00	\$ 2,280.72
ASAS512-SSD1120-K9	1	FTX1845108E	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-A1250K9	\$ 551.00	\$ 551.00	\$ 429.78
WS-C2960X-24PS-L	1	FCW1838A5QJ	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-WS2245L	\$ 201.00	\$ 201.00	\$ 156.78
WS-C2960X-24PS-L	1	FCW1838A5N2	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-WS2245L	\$ 201.00	\$ 201.00	\$ 156.78
WS-C2960X-24PS-L	1	FCW1838A5PQ	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-WS2245L	\$ 201.00	\$ 201.00	\$ 156.78
WS-C2960X-24PS-L	1	FCW1838A5PW	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-WS2245L	\$ 201.00	\$ 201.00	\$ 156.78
AIR-CT5508-12-K9	1	FCW1843L07M	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-CT5508	\$ 1,429.00	\$ 1,429.00	\$ 1,114.62
WS-C3850-48U-S	1	FOC1842U1KMV	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-WS3548US	\$ 882.00	\$ 882.00	\$ 687.96
WS-C3850-24U-S	1	FCW1844C1EC	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-WS8524US	\$ 491.00	\$ 491.00	\$ 382.98
WS-C3850-48U-S	1	FOC1842X1LZ	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-WS3548US	\$ 882.00	\$ 882.00	\$ 687.96
WS-C2960X-24PS-L	1	FCW1845A57D	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-WS2245L	\$ 201.00	\$ 201.00	\$ 156.78
C2921-CME-SRST/K9	1	FTX1847AKLU	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2921CMST	\$ 567.00	\$ 567.00	\$ 442.26
CISCO2921-V/K9	1	FTX1847AM3D	SNT	22-Apr-2016	21-Apr-2017	CON-SNT-2921V	\$ 567.00	\$ 567.00	\$ 442.26
WS-C2960+24LC-L	1	FOC1845W6MB	SNT	05-Aug-2016	04-Aug-2017	CON-SNT-WS296CL	\$ 95.00	\$ 95.00	\$ 74.10
WS-C2960+24LC-L	1	FOC1845W6MA	SNT	05-Aug-2016	04-Aug-2017	CON-SNT-WS296CL	\$ 95.00	\$ 95.00	\$ 74.10
WS-C2960+24LC-L	1	FOC1849W6LE	SNT	05-Aug-2016	04-Aug-2017	CON-SNT-WS296CL	\$ 95.00	\$ 95.00	\$ 74.10
WS-C2960+24LC-L	1	FOC1849W6MS	SNT	05-Aug-2016	04-Aug-2017	CON-SNT-WS296CL	\$ 95.00	\$ 95.00	\$ 74.10
WS-C2960+24LC-L	1	FOC1849W6LN	SNT	05-Aug-2016	04-Aug-2017	CON-SNT-WS296CL	\$ 95.00	\$ 95.00	\$ 74.10
ASAS508-K9	1	JMX1931211U	SNT	26-Aug-2016	25-Aug-2017	CON-SNT-ASAS508K	\$ 431.00	\$ 431.00	\$ 336.18
ASAS508-K9	1	JMX19322047	SNT	17-Sep-2016	16-Sep-2017	CON-SNT-ASAS508K	\$ 431.00	\$ 431.00	\$ 336.18
WS-C2960+24LC-L	1	FOC1939560C	SNT	11-Feb-2017		CON-SNT-WS296CL	\$ 95.00	\$ 95.00	\$ 74.10

WS-C2960+24LC-L
WS-C2960+24LC-L

1
1

FOC1939860J
FOC1939859Y

SNT
SNT

11-Feb-2017
11-Feb-2017

10-Feb-2018
10-Feb-2018

CON-SNT-WSC296CL	\$	95.00 \$	95.00 \$	74.10
CON-SNT-WSC296CL	\$	95.00 \$	95.00 \$	74.10
TOTAL	\$	32,562.26 \$	32,049.56 \$	24,998.65
GRAND TOTAL	\$	32,562.26 \$	32,049.56 \$	24,998.65

SIGNATURE PAGE

I have read and understood the requirements set forth in this RFP #2016-012 and agree to comply except as noted. The cost proposal includes all shipping and handling and detailed pricing on Computer Hardware items as required by the City of Edinburg.

Does the company have an office located in Edinburg, Texas? Yes _____ No x

Has the Company ever conducted business with the City of Edinburg? Yes x No _____

Respectfully submitted this 26 day of April, 2016.

SUBMITTED BY: Darak Weaver

PROPOSER: Insight Public Sector

SIGNED: *Darak Weaver*

NAME (PRINT): Darak Weaver

ADDRESS: 2712 N. McColl Rd.

CITY/STATE: McAllen, TX ZIP: 78501

TELEPHONE: (956) 465-8080
Area Code

FAX: (_____) _____
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: 36-3949000

EMAIL ADDRESS: darak.weaver@insight.com

City of Edinburg

Notes on SmartNet Contract RFQ

Serial Numbers	Notes
FCZ140271YO	Invalid SN 0 is a zero
JMX1927ZOPB	Invalid SN 0 is a zero
FTX09ZSYOEQ	Invalid SN 0 is a zero
X FHK081310BM	This item has passed the last date of support and is no longer eligible for support
FOC19338615	Invalid SN 5615
* FDO1406R118	This item has passed the last date of support and is no longer eligible for support
X FDO1406R12K	This item has passed the last date of support and is no longer eligible for support
FOC18485386	Invalid SN 5346
FOC18378500	Invalid SN FOC183785DQ
FOC1837860C	Invalid SN FOC1837860C
FOC183785TK	Invalid SN 755TK
FOC18378586	Invalid SN 75556
FOC193385Y5	Invalid SN 35545
FDO1528ROFZ	Invalid SN 0 is a zero
FDO1528ROG6	Invalid SN 0 is a zero
FDO1528KOEV	Invalid SN 0 is a zero
FOC182382BR	Invalid SN 352BR
FCH1813V2W	Invalid SN V2VV
X FAA0428J05Y	This item has passed the last date of support and is no longer eligible for support

TDS-NetSupport

The affordable SMARTnet® solution



The Smart Alternative to SMARTnet®

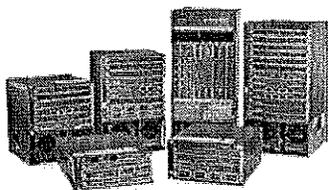
With Tredent Data System's TDS-NetSupport maintenance solution, IT professionals have the ability to select the level of support that makes technical and financial sense for core service, access and distribution layers, as well as remote offices and other network components.

Ballooning maintenance costs, inflexible contracts, and hardware upgrades forced by end-of-support, on previous generation equipment strain networking budgets worldwide. TDS-Netsupport gives you more options to protect your networks - even end-of-life-equipment - at a fraction of Cisco SMARTnet® costs.

TDS-NetSupport provides complete network protection with 24x7 technical support and advanced hardware replacement, delivered same day.

TDS-Netsupport Advantages

- ✓ Maintenance and support savings of 60-70% and 24x7 global support
- ✓ Advanced and same day hardware replacement
- ✓ Reduced maintenance costs and flexible contracts
- ✓ Cisco certified technicians with hands-on network experience
- ✓ Multi generational hardware including end of life equipment
- ✓ Very flexible contract terms
- ✓ IOS updates and bug fixes included
- ✓ No recertification fees
- ✓ No questions asked. Money back guaranteed



“With TDS-NetSupport, we cut our annual maintenance cost in half and get better service than we had from the manufacturer.”

Albert Masgard
IT Manager
The NPD Group



TDS-NetSupport

The affordable SMARTnet® solution



Extend End-of-Life

Manufacturers announce end-of-life on equipment with increasing frequency leaving companies facing end-of-support on trusted infrastructure that will still meet requirements for several years with critical infrastructure standardized on a stable platform. These forced upgrades are not only a large, unplanned expense, but also a frustrating and unnecessary risk. TDS-NetSupport provides full support for previous generation and end-of-life equipment, so IT departments can protect the established network and maintain control of their organization's technology roadmap.

Protect Your Edge

The high cost of maintenance forces many organizations to focus their resources on the core, leaving edge routers and remote offices vulnerable. TDS-NetSupport's affordable pricing structure allows companies to protect core, distribution and access layers - leaving nothing to chance.

One Call Support

TDS-NetSupport services and supports all Cisco networking equipment. Even equipment not purchased from Tredent is eligible for TDS-NetSupport coverage without expensive certification fees. With TDS-NetSupport, you have one reliable support resource for all of your routers, switches, security hardware, wireless devices and IP telephony.

Certified Network Experts

From pre-sales consultation to 24x7 technical support, Tredent's support team is highly trained to provide expert advice. Tredent's technicians hold a variety of certifications including CCNA, CCNP & CCIE credentials and have the hands-on experience to quickly troubleshoot "real world" network problems. With one call, you can reach technical professionals who understand production network environments.

A Few of our Satisfied Customers

Allen Matkins Leck Gamble & Natsis,LLP

Antelope Valley Hospital

California Credit Union

City of Barstow

City of Palmdale

City of Whittier

Dako Cytomation Inc.

Engines Inc.

Family Office Financial Services LLC

City of Engelwood

Kanner Corporation

Palmdale Water District

Public Storage, Inc.

Rain for Rent, Inc.

Southern California Edison

Syska Hennessey Group

The NPD Group

The California Wellness Foundation

Unitrans International Corporation

Wasserman Media Group

"The team at Tredent provide an excellent option, if customer service is important to you. As far as I am concerned, TDS-Netsupport is smart business."

GARY KNAPP, Power Production, Southern California Edison Co.

"I've worked with Tredent Data Systems for the better part of 10 years now and highly recommend them. TDS worked with me on many projects while I was at the City of Palmdale migrating us from NT to Windows 2003 and Exchange 5.5 to Exchange 2003, in addition they helped us light up the transportation center with publicly accessible Wi-Fi. I have a current project here at the Palmdale Water District where they are the primary vendor to upgrade our AD 2003 to 2008, Exchange 2003 to 2010, virtualize our servers, upgrade our network infrastructure, and implement a SAN. These guys are more than vendors they are true partners."

JIM STANTON, Director of IT, Palmdale Water District

"For us the TDS-NetSupport is a great alternative to Cisco's expensive SMARTnet contract. During a tough budget year, it is great to have an alternative that offers a better value."

SHERVAN SHAH, IT Director, Syska Hennessey

WORLDWIDE HEADQUARTERS

3241 Grande Vista Dr., Newbury Park, CA, 91320

TEL 1-805-716-8120 | TOLL FREE 1-866-873-3368 | FAX 1-805-375-4912

To: The City of Edinburg
RE: RFP #2016-012 for Cisco SMARTNET Renewals

E-Media is pleased to respond to RFP #2016-012 for Cisco SMARTNET Renewals.

E-Media has priced out a "Hybrid" Maintenance offer of Cisco SMARTnet and Tredent TDS-NetSupport and a free year of CloudCover Hybrid Maintenance Management Software.

Our recommendations for your Cisco SMARTnet renewal include the following:

- Cisco SMARTnet on equipment that is eligible for software updates from Cisco
- Tredent TDS-NetSupport on Cisco equipment that no longer receives software updates from Cisco (End of Software Maintenance(EoSW)) **
- Tredent TDS-NetSupport on Cisco equipment that is entitled to free software updates
- Tredent TDS-NetSupport on Cisco End of Life (EOL) equipment that is no longer supported by Cisco.
- CloudCover IT asset management tool (free for E-Media customers)

Please find the enclosed documents for your review:

- 1) Cover Page - This Document
- 2) Completed Signature page - RFP document
- 3) E-Media SMARTnet/TDS-NetSupport Hybrid Pricing of \$21,830.78 -for 1 year (vs. Cisco SMARTnet list price) includes 1 year free of CloudCover
- 4) Pricing notes page - More information is needed from Edinburg for correct pricing discounts. Items without proper information may result in lower pricing in the future once pricing is received
- 5) Service Recommendation page -Service recommended, EoSW date and free software update information.
- 6) End of Software Maintenance and Free Update page- relevant information on EoSW dates and free software updates
- 7) Cisco Product Bulletin 696974- This bulletin notifies customers of devices entitled to free software updates
- 8) CloudCover information- 3 pages about the CloudCover asset management tool
- 9) Tredent Data Sheet -Tredent Data Systems Data Sheet

Thank you,


Steve Marolda

** End of Software Maintenance (EoSW) is typically 1 year after the End of Sale Announcement and 4 years before End of Life. And states the following

"After this date, Cisco Engineering will no longer develop, repair, maintain, or test the product software"

SIGNATURE PAGE

I have read and understood the requirements set forth in this RFP #2016-012 and agree to comply except as noted. The cost proposal includes all shipping and handling and detailed pricing on Computer Hardware items as required by the City of Edinburg.

Does the company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes _____ No X

Respectfully submitted this _____ day of April, 2016.

SUBMITTED BY: e-media Plus Inc

PROPOSER: e-Media Plus Inc

SIGNED: Stephen P. Marolda

NAME (PRINT): Stephen P. Marolda

ADDRESS: 71 Schreiffer St.

CITY/STATE: South Hackensack NJ ZIP: 07606

TELEPHONE: (201) 525-0100
Area Code

FAX: (201) 525-1587
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: 13-3212-949

EMAIL ADDRESS: SMarolda@e-mediaplus.com

			Cisco	Switch	catalyst 2960 24p	WS-C2960S-48FPS-L	FOC1849W6M5	\$	396.00	\$	158.40
7	Fire Substation # 4		Cisco	Router	2901/ k9	C2901-CME-SRST/K9	FTX16138739	\$	314.00	\$	251.20
			Cisco	Switch	2960	WS-C2960S-48FPS-L	FOC1849W6LE	\$	396.00	\$	158.40
8	New Boys and	1	Cisco	Router	2901	C2901-CME-SRST/K9	FTX1447046B	\$	314.00	\$	251.20
			Cisco	Switch	3560	WS-C3560G-48PS-S	FOC1442W875	\$	662.00	\$	264.80
			Cisco	Switch	2960	WS-C2960S-48FPS-L	FOC1444Z10X	\$	396.00	\$	158.40
			Cisco	Switch	2960	WS-C2960S-24PS-L	FOC1717X2XK	\$	201.00	\$	80.40
										\$	-

	Site	#	Brand	Type	Model Number	Serial Number		\$	\$	
9	West Water T	1	Cisco	Router	2901	C2901-CME-SRST/K9	FTX1613870W	\$	314.00	\$ 251.20
		2	Cisco	Switch	Catalyst Express 52	WS-CE520-24PC-K9		\$	150.00	\$ 60.00
10	Boys and Girl	1	Cisco	Router	2901	C2901-CME-SRST/K9	FTX1613870P	\$	314.00	\$ 251.20
			Cisco	Switch	2960	WS-C2960X-48FPS-L	FOC1933S5YN	\$	571.00	\$ 228.40
11	Downtown Wa	1	Cisco	Router	2901 /k9	C2901-CME-SRST/K9	FTX161386YU	\$	314.00	\$ 251.20
			Cisco	Switch	2960	WS-C2960X-48FPS-L	FOC1849W6LN	\$	571.00	\$ 228.40
12	Ebony Golf C	1	Cisco	Router	2901 /k9	C2901-CME-SRST/K9	FTX16138746	\$	314.00	\$ 125.60
								\$		-
13	Public Library	1	Cisco	Router	2901/K9	C2901-CME-SRST/K9	FTX1613872W	\$	314.00	\$ 125.60
								\$		-
14	Parks & Recre	1	Cisco	Router	2921 /k9	C2921-CME-SRST/K9	FTX1847AKUJ	\$	567.00	\$ 453.60
		2	Cisco	Switch	C3850	WS-C3850-24U-S	FDO1406R118	\$	491.00	\$ 196.40
		3	Cisco	Switch	C3850	WS-C3850-48U-S	FDO1406R12K	\$	882.00	\$ 352.80
		4	Cisco	ASA	ASA5512	ASA5512-SSD12--K9	FTX1845106E	\$	551.00	\$ 220.40
		5	Cisco	Router	2921 /k9	CISCO2921-V/K9	FTX1847AM3D	\$	567.00	\$ 226.80
		6	Cisco	WLC	5508	AIR-CT5508-50-K9	FCW1842L08G	\$	2,924.00	\$ 1,169.60
		7	Cisco	Router	c3900- spe250 /k9	CISCO3945E/K9	FOC184853G6	\$	1,981.00	\$ 792.40
		8	Cisco	Switch	3750	WS-C3750V2-48PS-S	FDO1519X3FU	\$	510.00	\$ 204.00
		9	Cisco	Switch	C2960X	WS-C2960X-24PS-L	FCW1845A67D	\$	201.00	\$ 80.40
		10	Cisco	Switch	C2960X	WS-C2960X-48FPS-L	FOC1837S5DQ	\$	571.00	\$ 228.40
		11	Cisco	Switch	C2960X	WS-C2960X-48FPS-L	FOC1837S60C	\$	571.00	\$ 228.40
		12	Cisco	Switch	C2960X	WS-C2960X-24PS-L	FCW1838A5N2	\$	201.00	\$ 80.40
		13	Cisco	Switch	C2960X	WS-C2960X-24PS-L	FCW1838A5PQ	\$	201.00	\$ 80.40
		14	Cisco	Switch	C2960X	WS-C2960X-24PS-L	FCW1838A5PW	\$	201.00	\$ 80.40
		15	Cisco	Switch	C2960X	WS-C2960X-24PS-L	FCW1838A5Q1	\$	201.00	\$ 80.40
		16	Cisco	Switch	C2960X	WS-C2960X-48FPS-L	FOC1837S5TK	\$	571.00	\$ 228.40
		17	Cisco	Switch	C2960X	WS-C2960X-48FPS-L	FOC1837S5S6	\$	571.00	\$ 228.40
		18	Cisco	Switch	C3850	WS-C3850-24U-S	FCW1841C1EC	\$	491.00	\$ 196.40
		19	Cisco	Switch	C3850	WS-C3850-48U-S	FOC1842X1LZ	\$	882.00	\$ 352.80
		20	Cisco	Switch	C3850	WS-C3850-48U-S	FOC1842U1KM	\$	882.00	\$ 352.80
15	Fire Substatio	1	Cisco	Router	Cisco 2901/K9	C2901-CME-SRST/K9	FTX161386ZK	\$	314.00	\$ 251.20
		2	Cisco	Switch	C2960	WS-C2960X-48FPS-L	FOC1849W6MB	\$	571.00	\$ 228.40
16	Los Lagos Gc	1	Cisco	Router	2901/ k9 V4	C2901-CME-SRST/K9	FTX161386ZB	\$	314.00	\$ 251.20
		2	Cisco	Switch	2960 24LC-L v02	WS-C2960-24LC-S	FOC1933S5Y5	\$	201.00	\$ 80.40
								\$		-

	Site	#	Brand	Type	Model Number	Serial Number		\$	\$	
17	Police Depart	1	Cisco	Switch	WS/C3750 -48p	WS-C3750X-48P-S	FDO1528R1LU	\$	819.00	\$ 327.60
		2	Cisco	Switch	WS/C3750 -48p	WS-C3750X-48P-S	FDO1528R0FZ	\$	819.00	\$ 327.60
		3	Cisco	Switch	WS/C3750 -48p	WS-C3750X-48P-S	FDO1528R0G6	\$	819.00	\$ 327.60
		4	Cisco	Switch	WS/C3750 -48p	WS-C3750X-48P-S	FDO1528K0EV	\$	819.00	\$ 327.60
		5	Cisco	ASA	5510 Old	ASA5510-BUN-K9	JMX1007K10K	\$	482.00	\$ 192.80
		6	Cisco	Router	2921 /K9 v06	C2921-CME-SRST/K9	FTX1611AJJQ	\$	576.00	\$ 230.40
		7	Cisco	Switch	atalyst 2960 X Seri	WS-C2960X-48FPS-L	FOC1823S2BR	\$	571.00	\$ 228.40
		8	Cisco	ASA	SA5508v01 to McA		JMX1932Z047	\$	431.99	\$ 345.59
		9	Cisco	Router	1841 v05	CISCO1841-MS	FTX133580GQ	\$	143.00	\$ 57.20
		10	Cisco	Router	2901/k9 V06	CISCO2901-V/K9	FTX181882YX	\$	314.00	\$ 125.60
		11	Cisco	UCS	C220 M3	UCUCS-EZ-C220M3S	FCH1813V2VV	\$	276.00	\$ 220.80
		12	Cisco	WLC	5508	AIR-CT5508-12-K9	FCW1843L07M	\$	1,429.00	\$ 571.60
		13	Cisco	Switch	C3750X-48p	WS-C3750X-48P-S	FDO1528K164	\$	819.00	\$ 327.60
		14	Cisco	Switch	C3750X-48p	WS-C3750X-48P-S	FD01528R1LL	\$	819.00	\$ 327.60
		15	Cisco	Switch	atalyst 2960 X Seri	WS-C2960X-48FPS-L	FOC1823S2B6	\$	571.00	\$ 228.40
		16	Cisco	Switch	atalyst 2960 X Seri	WS-C2960X-48FPS-L	FOC1823S2BP	\$	571.00	\$ 228.40
		17	Cisco	ASA	A5508v01 McA to Edn		JMX1931Z11U	\$	431.99	\$ 345.59
18	World Briding	1	Cisco	Router	2901	C2901-CME-SRST/K9	FTX16128066	\$	314.00	\$ 125.60
		2	Cisco	Switch	2960	WS-C2960S-48FPS-L	FOC1849W6MA	\$	396.00	\$ 158.40
		3	Cisco	Switch	Catalist3500 XL	CISCO3945/K9	FAA0428J05Y	\$	1,981.00	\$ 792.40
								\$	-	
19	Service Cente	1	Cisco	Router	2901/K9	C2901-CME-SRST/K9	FTX16138701	\$	314.00	\$ 251.20
								\$	-	
20	Airport	1	Cisco	Router	2901/k9	C2901-CME-SRST/K9	FTX1613873X	\$	314.00	\$ 125.60
		2	Cisco	Switch	Catalyst 2960	WS-C2960S-48FPS-L	FOC1933S60J	\$	396.00	\$ 158.40
21	Solid Waste M	1	Cisco	Router	2921 /K9	CISCO2921-V/K9	FTX1502AJLH	\$	567.00	\$ 226.80
		2	Cisco	Switch	2960	WS-C2960S-48FPS-L	FOC1444Y25E	\$	396.00	\$ 158.40
		3	Cisco	Switch	2960	WS-C2960S-48FPS-L	FOC1444Y24L	\$	396.00	\$ 158.40
		4	Cisco	Switch	Catalyst 2960	WS-C2960S-24PS-L	FOC1443X78D	\$	201.00	\$ 80.40

Cisco SMARTnet
List Price

\$ 48,707.97

**Edinburg
Hybrid
Price
Quote \$ 21,830.78**

SIGNATURE PAGE

I have read and understood the requirements set forth in this RFP #2016-012 and agree to comply except as noted. The cost proposal includes all shipping and handling and detailed pricing on Computer Hardware items as required by the City of Edinburg.

Does the company have an office located in Edinburg, Texas? Yes _____ No

Has the Company ever conducted business with the City of Edinburg? Yes _____ No

Respectfully submitted this 29TH day of APRIL, 2016.

SUBMITTED BY: APRISA TECHNOLOGY LLC.

PROPOSER: GUY GUPTA

SIGNED: _____

NAME (PRINT): APRISA TECHNOLOGY LLC.

ADDRESS: 24 LUMBER ROAD

CITY/STATE: ROSLYN / NY ZIP: 11576

TELEPHONE: (516) 629-4771
Area Code

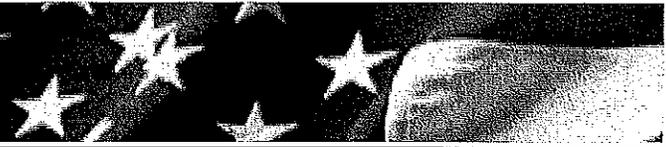
FAX: (516) 4035386
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: 113632167

EMAIL ADDRESS: GUY@EAPRISA.COM

		9	Cisco	Router	1841 v05	FTX133580GQ
		10	Cisco	Router	2901/k9 V06	FTX181882YX
		11	Cisco	UCS	C220 M3	FCH1813V2VV
		12	Cisco	WLC	5508	FCW1843L07M
		13	Cisco	Switch	C3750X-48p	FDO1528K164
		14	Cisco	Switch	C3750X-48p	FD01528R1LL
		15	Cisco	Switch	Catalyst 2960 X Series	FOC1823S2B6
		16	Cisco	Switch	Catalyst 2960 X Series	FOC1823S2BP
		17	Cisco	ASA	ASA5508v01 McA to Edn	JMX1931Z11U
18	World Birding Center	1	Cisco	Router	2901	FTX16128066
		2	Cisco	Switch	2960	FOC1849W6MA
		3	Cisco	Switch	Catalist3500 XL	FAA0428J05Y
19	Service Center - Doolittle	1	Cisco	Router	2901/K9	FTX16138701
20	Airport	1	Cisco	Router	2901/k9	FTX1613873X
		2	Cisco	Switch	Catalyst 2960	FOC1933S60J
21	Solid Waste Mgmt. (Landfill)	1	Cisco	Router	2921 /K9	FTX1502AJLH
		2	Cisco	Switch	2960	FOC1444Y25E
		3	Cisco	Switch	2960	FOC1444Y24L
		4	Cisco	Switch	Catalyst 2960	FOC1443X78D

SERIAL NUMBER	PRODUCT NUMBER	QUANTITY	BEGIN DATE(DD-MON-YYYY)	END DATE(DD-MON-YYYY)	SERVICE SKU	Unit Price
FDO1519X3FU ✓	WS-C3750V2-48PS-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-375V48PS	\$816.00
	CAB-STACK-50CM	1	26-Apr-2016	25-Apr-2017		\$0.00
FDO1528R0FZ ✓	WS-C3750X-48PS	1	26-Apr-2016	25-Apr-2017	CON-SNT-3750X4PS	\$1,310.40
	S375XVK9T-12255SE	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-SPWR-30CM	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-3KX-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-STACK-50CM	1	26-Apr-2016	25-Apr-2017		\$0.00
	C3KX-PS-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	C3KX-NM-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
LIT15341TH5	C3KX-PWR-715WAC	1	26-Apr-2016	25-Apr-2017		\$0.00
JMX1007K10K ✓	ASA5510-BUN-K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-AS1BUNK9	\$771.20
	ASA5500-ENCR-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	SSM-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	ASA-VPN-CLNT-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
FDO1528K0EV ✓	WS-C3750X-48PS	1	26-Apr-2016	25-Apr-2017	CON-SNT-3750X4PS	\$1,310.40
	S375XVK9T-12255SE	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-SPWR-30CM	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-3KX-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-STACK-50CM	1	26-Apr-2016	25-Apr-2017		\$0.00
DTN1522K1C8	C3KX-PWR-715WAC	1	26-Apr-2016	25-Apr-2017		\$0.00
	C3KX-PS-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	C3KX-NM-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
FDO1528R0G6 ✓	WS-C3750X-48PS	1	26-Apr-2016	25-Apr-2017	CON-SNT-3750X4PS	\$1,310.40
	S375XVK9T-12255SE	1	26-Apr-2016	25-Apr-2017		\$0.00



	CAB-SPWR-30CM	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-3KX-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-STACK-50CM	1	26-Apr-2016	25-Apr-2017		\$0.00
DTN1522K1C9	C3KX-PWR-715WAC	1	26-Apr-2016	25-Apr-2017		\$0.00
	C3KX-PS-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	C3KX-NM-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
FDO1528K164 ✓	WS-C3750X-48P-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3750X4PS	\$1,310.40
	S375XVK9T-12255SE	1	26-Apr-2016	25-Apr-2017		\$0.00
FDO15291GFL	C3KX-NM-1G	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-SPWR-30CM	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-3KX-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-CONSOLE-USB	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-STACK-50CM	1	26-Apr-2016	25-Apr-2017		\$0.00
LIT152302UE	C3KX-PWR-715WAC	1	26-Apr-2016	25-Apr-2017		\$0.00
	C3KX-PS-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
FDO1528R1LL ✓	WS-C3750X-48P-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3750X4PS	\$1,310.40
	S375XVK9T-12255SE	1	26-Apr-2016	25-Apr-2017		\$0.00
FDO15291GGC	C3KX-NM-1G	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-STACK-50CM	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-SPWR-30CM	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-3KX-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
LIT152304CS	C3KX-PWR-715WAC	1	26-Apr-2016	25-Apr-2017		\$0.00
	C3KX-PS-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
FDO1528R1LU ✓	WS-C3750X-48P-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3750X4PS	\$1,310.40
	S375XVK9T-12255SE	1	26-Apr-2016	25-Apr-2017		\$0.00
FDO15291GG8	C3KX-NM-1G	1	26-Apr-2016	25-Apr-2017		\$0.00



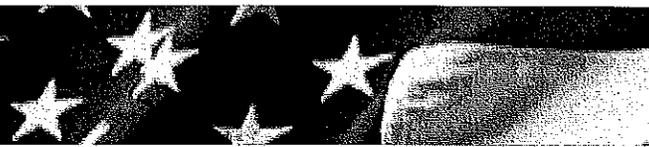
	CAB-STACK-50CM	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-SPWR-30CM	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-3KX-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
LIT152304AZ	C3KX-PWR-715WAC	1	26-Apr-2016	25-Apr-2017		\$0.00
	C3KX-PS-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX1611AJJQ ✓	C2921-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2921CMST	\$907.20
QCS1601H1WT	PWR-2921-51-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-32	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	SM-D-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	SM-S-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
FDO1137Z5YE ✓	WS-C3750G-12S-E	1	26-Apr-2016	25-Apr-2017	CON-SNT-3750G12E	\$1,852.80
	CAB-STACK-50CM	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX16128066 ✓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00



	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1146ZA7G ✓	WS-C3560G-48PS-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3560G48S	\$1,059.20
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX16128069 ✓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
FTX161386ZX	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
SB ZK	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00



	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1146ZA7D ↓	WS-C3560G-48PS-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3560G48S	\$1,059.20
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX16138701 ✓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX1613872W ↓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00



	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1146Y4GM ✓	WS-C3560G-48PS-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3560G48S	\$1,059.20
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX16138739	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1146Y46H ✓	WS-C3560G-48PS-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3560G48S	\$1,059.20
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX1613870P ✓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00



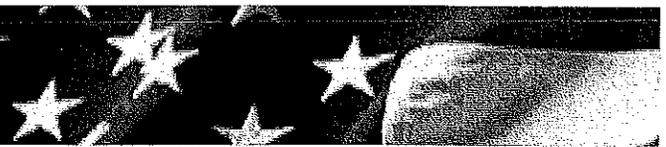
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX1613870W ✓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1146ZA6J ✓	WS-C3560G-48PS-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3560G48S	\$1,059.20
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX1613870S	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00



	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX1613873X ✓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1147Y3JP ✓	WS-C3560G-24PS-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3560GPS	\$625.60
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX16138746 ✓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00



	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1147Y3KJ ✓	WS-C3560G-24PS-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3560GPS	\$625.60
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX161386ZB ✓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX161386YU ✓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00



	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1147Y3KC ✓	WS-C3560G-24PS-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3560GPS	\$625.60
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX161386YT ✓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	4	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15104M	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1147Y3KA ✓	WS-C3560G-24PS-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3560GPS	\$625.60
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1717X2XK ✓	WS-C2960S-24PS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-2960S2PS	\$321.60

FTX181882YX ✓	CISCO2901-V/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901V	\$502.40
FOC18132X1U	VVIC3-1MFT-T1/E1	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1813360D	VIC2-4FXO	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUBEE-5	2	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	PI-MSE-PRMO-INSRT	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15303M	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	VIC3-2FXS-E/DID	1	26-Apr-2016	25-Apr-2017		\$0.00
FCH1813V2VV ✓	UCUCS-EZ-C220M3S	1	26-Apr-2016	25-Apr-2017	CON-SNT-UC220M3S	\$441.60
LSV18110510	UCS-RAID9271CV-8I	1	26-Apr-2016	25-Apr-2017		\$0.00
83S0A095FS31	UCS-HDD300GI2F105	1	26-Apr-2016	25-Apr-2017		\$0.00
83S0A09RFS31	UCS-HDD300GI2F105	1	26-Apr-2016	25-Apr-2017		\$0.00
83S0A09XFS31	UCS-HDD300GI2F105	1	26-Apr-2016	25-Apr-2017		\$0.00
83S0A0A5FS31	UCS-HDD300GI2F105	1	26-Apr-2016	25-Apr-2017		\$0.00
83S0A0AJFS31	UCS-HDD300GI2F105	1	26-Apr-2016	25-Apr-2017		\$0.00
9310A07XFS31	UCS-HDD300GI2F105	1	26-Apr-2016	25-Apr-2017		\$0.00
K04N00041415C2B3C7	UCS-MR-1X082RY-A	1	26-Apr-2016	25-Apr-2017		\$0.00
K04N00041415C2B54B	UCS-MR-1X082RY-A	1	26-Apr-2016	25-Apr-2017		\$0.00
K04N00041415C2BB65	UCS-MR-1X082RY-A	1	26-Apr-2016	25-Apr-2017		\$0.00
K04N00041415C2C68F	UCS-MR-1X082RY-A	1	26-Apr-2016	25-Apr-2017		\$0.00



UHQ181600YZ	UCS-SD-16G	1	26-Apr-2016	25-Apr-2017		\$0.00
K04N00041415C2C833	UCS-MR-1X082RY-A	1	26-Apr-2016	25-Apr-2017		\$0.00
K04N00041415C2CB2B	UCS-MR-1X082RY-A	1	26-Apr-2016	25-Apr-2017		\$0.00
K04N00041415C2CDBD	UCS-MR-1X082RY-A	1	26-Apr-2016	25-Apr-2017		\$0.00
K04N00041415C2D062	UCS-MR-1X082RY-A	1	26-Apr-2016	25-Apr-2017		\$0.00
	UCSC-RAIL1	1	26-Apr-2016	25-Apr-2017		\$0.00
	UCSC-HS-C220M3	2	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-9K12A-NA	2	26-Apr-2016	25-Apr-2017		\$0.00
FLY18050043	UCSC-PCIE-IRJ45	1	26-Apr-2016	25-Apr-2017		\$0.00
LIT18060PY1	UCSC-PSU-650W	1	26-Apr-2016	25-Apr-2017		\$0.00
LIT18060PY2	UCSC-PSU-650W	1	26-Apr-2016	25-Apr-2017		\$0.00
2L342092B1618	UCS-CPU-E5-2643	1	26-Apr-2016	25-Apr-2017		\$0.00
2L342092B1952	UCS-CPU-E5-2643	1	26-Apr-2016	25-Apr-2017		\$0.00
83R0A0RRFS31	UCS-HDD300GI2F105	1	26-Apr-2016	25-Apr-2017		\$0.00
83S0A08WFS31	UCS-HDD300GI2F105	1	26-Apr-2016	25-Apr-2017		\$0.00
JMX1149L1SF ✓	ASA5520-BUN-K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-AS2BUNK9	\$1,764.80
	SF-ASA-8.0-K8	1	26-Apr-2016	25-Apr-2017		\$0.00
	ASA5500-SSL-50	1	26-Apr-2016	25-Apr-2017		\$0.00
	ASA-VPN-CLNT-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	ASA5500-ENCR-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	SSM-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	ASA-180W-PWR-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	ASA-ANYCONN-CSD-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1823S2BR ✓	WS-C2960X-48FPS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-WSC294SL	\$664.00
	CAB-ACC	1	26-Apr-2016	25-Apr-2017		\$0.00
	NAL-2960X-48FPS-L	1	26-Apr-2016	25-Apr-2017		\$0.00

FOC1823S2B6 ✓	WS-C2960X-48FPS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-WSC294SL	\$664.00
	CAB-ACC	1	26-Apr-2016	25-Apr-2017		\$0.00
	NAL-2960X-48FPS-L	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1823S2BP ✓	WS-C2960X-48FPS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-WSC294SL	\$664.00
	CAB-ACC	1	26-Apr-2016	25-Apr-2017		\$0.00
	NAL-2960X-48FPS-L	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1837S60C ✓	WS-C2960X-48FPS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-WSC294SL	\$664.00
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-CLP	1	26-Apr-2016	25-Apr-2017		\$0.00
FCW1842L08G ✓	AIR-CT5508-50-K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-CT5508	\$4,678.40
	LIC-CT5508-50	1	26-Apr-2016	25-Apr-2017		\$0.00
	LIC-CT5508-BASE	1	26-Apr-2016	25-Apr-2017		\$0.00
	SWC5500K9-76	1	26-Apr-2016	25-Apr-2017		\$0.00
	PI-MSE-PRMO-INSRT	1	26-Apr-2016	25-Apr-2017		\$0.00
	AIR-PWR-CORD-NA	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1837S5TK ✓	WS-C2960X-48FPS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-WSC294SL	\$664.00
	PWR-CLP	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1837S5S6 ✓	WS-C2960X-48FPS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-WSC294SL	\$664.00
	PWR-CLP	1	26-Apr-2016	25-Apr-2017		\$0.00
FCW1838A5Q1 ✓	WS-C2960X-24PS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-WSC224SL	\$321.60
	PWR-CLP	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FCW1838A5N2 ✓	WS-C2960X-24PS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-WSC224SL	\$321.60
	PWR-CLP	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FCW1838A5PQ ✓	WS-C2960X-24PS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-WSC224SL	\$321.60



	PWR-CLP	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FCW1838A5PW ✓	WS-C2960X-24PS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-WSC224SL	\$321.60
	PWR-CLP	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX1846106E ✓	ASA5525-K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-A25K9	\$1,726.40
FTX1846106F	ASA-IC-B-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
FCH18407MMQ	ASA5525-MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	SF-ASA-X-9.1-K8	1	26-Apr-2016	25-Apr-2017		\$0.00
	ASA-HD-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	ASA-ANYCONN-CSD-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	ASA5500-ENCR-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	ASA-VPN-CLNT-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
FCW1843L07M ✓	AIR-CT5508-12-K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-CT0812	\$2,286.40
	LIC-CT5508-12	1	26-Apr-2016	25-Apr-2017		\$0.00
	LIC-CT5508-BASE	1	26-Apr-2016	25-Apr-2017		\$0.00
	SWC5500K9-74	1	26-Apr-2016	25-Apr-2017		\$0.00
	AIR-PWR-CORD-NA	1	26-Apr-2016	25-Apr-2017		\$0.00
	PI-MSE-PRMO-INSRT	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1842U1KM ✓	WS-C3850-48U-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-WS3548US	\$1,411.20
LIT18380UDE	PWR-C1-1100WAC	1	26-Apr-2016	25-Apr-2017		\$0.00
MOC1845A2HD	STACK-T1-50CM	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC18422YUT	C3850-NM-4-1G	1	26-Apr-2016	25-Apr-2017		\$0.00
	S3850UK9-36E	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-C1-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-SPWR-30CM	1	26-Apr-2016	25-Apr-2017		\$0.00

	CAB-TA-NA	1	26-Apr-2016	25-Apr-2017		\$0.00
FCW1841C1EC ✓	WS-C3850-24U-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-WS8524US	\$785.60
LIT18380UM7	PWR-C1-1100WAC	1	26-Apr-2016	25-Apr-2017		\$0.00
MOC1843ABB2	STACK-T1-50CM	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC18422YCW	C3850-NM-4-1G	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-C1-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-TA-NA	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-SPWR-30CM	1	26-Apr-2016	25-Apr-2017		\$0.00
	S3850UK9-33SE	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1842X1LZ ✓	WS-C3850-48U-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-WS3548US	\$1,411.20
MOC1845A52L	STACK-T1-50CM	1	26-Apr-2016	25-Apr-2017		\$0.00
LIT18380V06	PWR-C1-1100WAC	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC18425YY1	C3850-NM-4-1G	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-C1-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	S3850UK9-36E	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-TA-NA	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-SPWR-30CM	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX133580GQ ✓	C1841-MS	1	26-Apr-2016	25-Apr-2017	CON-SNT-C1841MS	\$228.80
	MEM1800-32CF	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-DSU-RJ45	1	26-Apr-2016	25-Apr-2017		\$0.00
	WIC-BLANK-PANEL	1	26-Apr-2016	25-Apr-2017		\$0.00
FCW1845A67D ✓	WS-C2960X-24PS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-WSC224SL	\$321.60
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-CLP	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX1847AKUJ ✓	C2921-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2921CMST	\$907.20
FOC18453DSF	VIC3-4FXS/DID	1	26-Apr-2016	25-Apr-2017		\$0.00



	FL-CUBEE-5	2	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256U512MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	SM-S-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	SM-D-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512U1GB	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC18447N74	VIC2-4FXO	1	26-Apr-2016	25-Apr-2017		\$0.00
QCS18370NWD	PWR-2921-51-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC184437YR	PVDM3-32	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15401T	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	2	26-Apr-2016	25-Apr-2017		\$0.00
	FL-SRST	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX1847AM3D ✓	CISCO2921-V/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2921V	\$907.20
FOC18447ML5	VIC2-4FXO	1	26-Apr-2016	25-Apr-2017		\$0.00
	SM-SRE-710-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15401T	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	2	26-Apr-2016	25-Apr-2017		\$0.00
	SCUE-SM-8.6-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	SM-MEM-VLP-2GB	2	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256U1GB	1	26-Apr-2016	25-Apr-2017		\$0.00



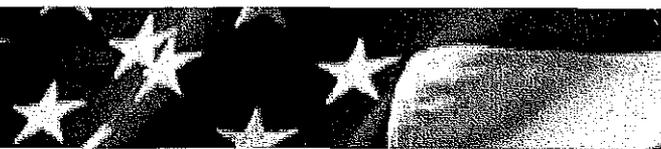
	MEM-2900-512U1GB	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC18411SBQ	VVIC3-1MFT-T1/E1	1	26-Apr-2016	25-Apr-2017		\$0.00
	SM-D-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUBEE-5	2	26-Apr-2016	25-Apr-2017		\$0.00
FOC18417R1H	SM-HDD-SATA-500GB	1	26-Apr-2016	25-Apr-2017		\$0.00
QCS18370NY7	PWR-2921-51-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC18446H6J	PVDM3-32	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-64	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUE-PORT-2	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUE-MBX-5	15	26-Apr-2016	25-Apr-2017		\$0.00
	CUE-LANG-ENU	1	26-Apr-2016	25-Apr-2017		\$0.00
FCZ140271Y0 ✓	CISCO2821	1	26-Apr-2016	31-Oct-2016	CON-SNT-2821	\$643.74
	PVDM2 BUN	1	26-Apr-2016	31-Oct-2016		\$0.00
	MEM2821-256U512D	1	26-Apr-2016	31-Oct-2016		\$0.00
FOC14133DDX	PVDM2-32	1	26-Apr-2016	31-Oct-2016		\$0.00
	WIC-BLANK-PANEL	2	26-Apr-2016	31-Oct-2016		\$0.00
	NM-28/38BLNK-PANEL	2	26-Apr-2016	31-Oct-2016		\$0.00
	S28NRSPSK9-12420T	1	26-Apr-2016	31-Oct-2016		\$0.00
	MEM2800-128U256CF	1	26-Apr-2016	31-Oct-2016		\$0.00
FOC14143GYF	VIC2-4FXO	1	26-Apr-2016	31-Oct-2016		\$0.00
FOC14122A0M	VIC3-2FXS/DID	1	26-Apr-2016	31-Oct-2016		\$0.00
	CCP-CD	1	26-Apr-2016	31-Oct-2016		\$0.00
	ACS-2821-51-STAN	1	26-Apr-2016	31-Oct-2016		\$0.00
	FL-CCME-50	1	26-Apr-2016	31-Oct-2016		\$0.00



	PWR-2821-51-AC	1	26-Apr-2016	31-Oct-2016		\$0.00
FOC1442W875 ✓	WS-C3560G-48PS-S	1	26-Apr-2016	25-Apr-2017	CON-SNT-3560G48S	\$1,059.20
	CAB-16AWG-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX1447046B ✓	C2901-CME-SRST/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2901CMST	\$502.40
	S29UK9-15102T	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-16	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	HWIC-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-SRST	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC14436HGJ	HWIC-1DSU-T1	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC14442BLX	VIC2-2FXO	1	26-Apr-2016	25-Apr-2017		\$0.00
	VIC3-4FXS/DID	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-CONSOLE-USB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2901-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC1444Z10X ✓	WS-C2960S-48FPS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-2960S4FS	\$633.60
FOC1443X78D ✓	WS-C2960S-24PS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-2960S2PS	\$321.60
FOC1444Y25E ✓	WS-C2960S-48FPS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-2960S4FS	\$633.60
FOC1444Y24L ✓	WS-C2960S-48FPS-L	1	26-Apr-2016	25-Apr-2017	CON-SNT-2960S4FS	\$633.60
FTX1502AJLH ✓	CISCO2921-V/K9	1	26-Apr-2016	25-Apr-2017	CON-SNT-2921V	\$907.20
FOC14515PTJ	VVIC2-1MFT-T1/E1	1	26-Apr-2016	25-Apr-2017		\$0.00
	MEM-2900-512MB-DEF	1	26-Apr-2016	25-Apr-2017		\$0.00



	SL-29-IPB-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	SL-29-UC-K9	1	26-Apr-2016	25-Apr-2017		\$0.00
	ISR-CCP-EXP	1	26-Apr-2016	25-Apr-2017		\$0.00
	SM-NM-ADPTR	1	26-Apr-2016	25-Apr-2017		\$0.00
	VIC3-4FXS/DID	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC14520S58	VIC2-4FXO	1	26-Apr-2016	25-Apr-2017		\$0.00
	CUE-LANG-ENU	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUE-NR-PORT-2	1	26-Apr-2016	25-Apr-2017		\$0.00
FOC14493ZF8	VVIC2-2MFT-T1/E1	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUE-MBX-5	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUE-PORT-2	1	26-Apr-2016	25-Apr-2017		\$0.00
	PVDM3-32U64	1	26-Apr-2016	25-Apr-2017		\$0.00
	SM-D-BLANK	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUE-NR-PORT-2	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUE-NR-PORT-2	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUE-NR-PORT-2	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUE-MBX-5	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CUE-MBX-5	1	26-Apr-2016	25-Apr-2017		\$0.00
	SCUE-NME-8.0-K9	1	26-Apr-2016	31-Aug-2016		\$0.00
	FL-CUE-MBX-5	1	26-Apr-2016	25-Apr-2017		\$0.00
	CAB-CONSOLE-USB	1	26-Apr-2016	25-Apr-2017		\$0.00
	PWR-2921-51-AC	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME-SRST-25	1	26-Apr-2016	25-Apr-2017		\$0.00
	FL-CME	1	26-Apr-2016	25-Apr-2017		\$0.00
	S29UK9-15102T	1	26-Apr-2016	25-Apr-2017		\$0.00



	MEM-CF-256MB	1	26-Apr-2016	25-Apr-2017		\$0.00
FTX1902AKM2	CISCO3945E-V/K9	1	01-Jan-2017	31-Dec-2017	CON-OSP-3945EV	\$7,638.40
FOC184853G6	C3900-SPE250/K9	1	01-Jan-2017	31-Dec-2017		\$0.00
	SM-S-BLANK	4	01-Jan-2017	31-Dec-2017		\$0.00
	HWIC-BLANK	3	01-Jan-2017	31-Dec-2017		\$0.00
	RPS-COVER-3900	1	01-Jan-2017	31-Dec-2017		\$0.00
	SL-39-UC-K9	1	01-Jan-2017	31-Dec-2017		\$0.00
	ISR-CCP-EXP	1	01-Jan-2017	31-Dec-2017		\$0.00
QCS18511EU0	PWR-3900-AC	1	01-Jan-2017	31-Dec-2017		\$0.00
	3900-FANASSY	1	01-Jan-2017	31-Dec-2017		\$0.00
	PVDM3-64	1	01-Jan-2017	31-Dec-2017		\$0.00
	SL-39-IPB-K9	1	01-Jan-2017	31-Dec-2017		\$0.00
	MEM-3900-1GB-DEF	1	01-Jan-2017	31-Dec-2017		\$0.00
	MEM-CF-256MB	1	01-Jan-2017	31-Dec-2017		\$0.00
	S39EUK9-15403M	1	01-Jan-2017	31-Dec-2017		\$0.00
	FL-CUBEE-25	1	01-Jan-2017	31-Dec-2017		\$0.00
JMX1927Z0PB	ASA5508-K9	1	14-Dec-2016	13-Dec-2017	CON-SNT-ASA5508K	\$689.60
MXA184701Z7	ASA5508-SSD	1	14-Dec-2016	13-Dec-2017		\$0.00
7051J174D5E	ASA5508-CTRL-LIC	1	14-Dec-2016	13-Dec-2017		\$0.00
	SF-ASA-K-9.4-K8	1	14-Dec-2016	13-Dec-2017		\$0.00
	ASA5500-ENCR-K9	1	14-Dec-2016	13-Dec-2017		\$0.00
	SF-ASA-FP5.4.1-K9	1	14-Dec-2016	13-Dec-2017		\$0.00
FOC1849W6MB	WS-C2960+24LC-L	1	05-Aug-2016	04-Aug-2017	CON-SNT-WSC296CL	\$152.00
FOC1849W6MA	WS-C2960+24LC-L	1	05-Aug-2016	04-Aug-2017	CON-SNT-WSC296CL	\$152.00
FOC1849W6LE	WS-C2960+24LC-L	1	05-Aug-2016	04-Aug-2017	CON-SNT-WSC296CL	\$152.00
FOC1849W6M5	WS-C2960+24LC-L	1	05-Aug-2016	04-Aug-2017	CON-SNT-WSC296CL	\$152.00

FOC1849W6LN ✓	WS-C2960+24LC-L	1	05-Aug-2016	04-Aug-2017	CON-SNT-WSC296CL	\$152.00
JMX1931Z11U ✓	ASA5508-K9	1	26-Aug-2016	25-Aug-2017	CON-SNT-ASA5508K	\$689.60
MSA192505EV	ASA5508-SSD	1	26-Aug-2016	25-Aug-2017		\$0.00
7051J5140FA	ASA5508-CTRL-LIC	1	26-Aug-2016	25-Aug-2017		\$0.00
	ASA5500-ENCR-K9	1	26-Aug-2016	25-Aug-2017		\$0.00
	SF-ASA-FP5.4.1-K9	1	26-Aug-2016	25-Aug-2017		\$0.00
	SF-ASA-K-9.4-K8	1	26-Aug-2016	25-Aug-2017		\$0.00
JMX1932Z047 ✓	ASA5508-K9	1	17-Sep-2016	16-Sep-2017	CON-SNT-ASA5508K	\$689.60
MSA192708A3	ASA5508-SSD	1	17-Sep-2016	16-Sep-2017		\$0.00
7051J4C7604	ASA5508-CTRL-LIC	1	17-Sep-2016	16-Sep-2017		\$0.00
	ASA5500-ENCR-K9	1	17-Sep-2016	16-Sep-2017		\$0.00
	SF-ASA-FP5.4.1-K9	1	17-Sep-2016	16-Sep-2017		\$0.00
	SF-ASA-K-9.4-K8	1	17-Sep-2016	16-Sep-2017		\$0.00
FOC1933S5Y5 ✓	WS-C2960+24LC-L	1	11-Feb-2017	10-Feb-2018	CON-SNT-WSC296CL	\$152.00
	CAB-AC-RA	1	11-Feb-2017	10-Feb-2018		\$0.00
FOC1933S60C ✓	WS-C2960+24LC-L	1	11-Feb-2017	10-Feb-2018	CON-SNT-WSC296CL	\$152.00
	CAB-AC-RA	1	11-Feb-2017	10-Feb-2018		\$0.00
FOC1933S60J ✓	WS-C2960+24LC-L	1	11-Feb-2017	10-Feb-2018	CON-SNT-WSC296CL	\$152.00
	CAB-AC-RA	1	11-Feb-2017	10-Feb-2018		\$0.00
FOC1933S5YN ✓	WS-C2960+24LC-L	1	11-Feb-2017	10-Feb-2018	CON-SNT-WSC296CL	\$152.00
	CAB-AC-RA	1	11-Feb-2017	10-Feb-2018		\$0.00
FOC1933S615 ✓	WS-C2960+24LC-L	1	11-Feb-2017	10-Feb-2018	CON-SNT-WSC296CL	\$152.00
	CAB-AC-RA	1	11-Feb-2017	10-Feb-2018		\$0.00
					Total	\$66,568.54

You can place order with Point of Contact Gunjan Gupta, Phone number 516-992-5385 email: - guy@eaprisa.com, fax: - 516-403-5386



Gunjan Gupta

QA

Aprisa Technology LLC.

24 Lumber Road, Suite 101

Roslyn, NY-11576

You can place order with Point of Contact Gunjan Gupta, Phone number 516-992-5385 email :- guy@eaprisa.com, fax:- 516-403-5386

VENDOR NAME: Aprisa Technology llc.; 24, Lumber Rd, Roslyn, NY-11576
VENDOR POC: GUNJAN GUPTA ;
VENDOR PHONE: 516-629-4771 DID 992-5385; VENDOR FAX: 516-403-5386 ;
VENDOR EMAIL: GUY@eaprisa.com ;
CAGE CODE: 3PFP6 ; DUN & BRADSTREET # 129983776 ;
PRODUCT COUNTRY of ORIGIN: USA ;
GSA # GS-35F-0536T; GSA Expires: 07/12/2017 ;
BUSINESS SIZE: Small Women Owned Minority;
SHIPPING DESTINATION or ORIGIN: Roslyn, NY ;
ORIGIN COST (SHIPPING): \$0.0 ;
WAWF REGISTERED: YES; CCR: YES;

Left out:

* FCZ142671WV	-	<u>City Hall</u> 2821
* FCZ1813V05F	-	UCS C220
* FTX0925Y0EQ	-	1841 <u>B+G</u> 2901
* FTX1613870S	-	FD #4 <u>2901</u>
* FTX16138739	-	2901 <u>P+R</u> C2960X

**BIDDER'S LIST
CISCO SMARTNET RENEWALS**

**Ricoh USA
Aissa Garcia
1400 N. McColl Rd., Ste. 103
McAllen, Texas 78501**

**INX LLC.
1955 Lakeway Dr. Suite 220
Lewisville, Texas 75057**

**Insight Public Sector
Darak Weaver
956-661-5870
darak.weaver@insight.com**

**CDW-G
Sam Buhler
120 S. Riverside Plaza
Chicago, IL 60606**

**PCMailGov
Maikol Garay
14120 Newbrook Drive, Suite 100
Chantilly, VA 20151**

CONTRACTUALS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Authorizing the City Manager to Submit Application and Affidavit by the City Mayor for the Economically Disadvantaged County (EDC) Program. [Ponciano N. Longoria, P.E. C.F.M. Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Staff is recommending submitting the Economically Disadvantaged County (EDC) Program Application and complete Affidavit as requested through the Texas Department of Transportation. The Texas Department of Transportation is responsible for McIntyre Railroad Pedestrian Crossing Improvements.

The McIntyre Railroad Pedestrian Crossing Improvements requires a 80/20 match participation for the improvements. The plan estimate is estimated at \$500,000 and the 20% match is \$100,000 but, through the Economically Disadvantaged County Program, the local match is reduced to 5% of the 20% which is estimated at \$5,000. Approval of this item will require an appropriation from the 2015-2016 Fiscal Year General Fund. Funding for this Grant will need to be appropriated for the Department of Public Works / Engineering Division FY 2016-2017 General Operating Budget.

RECOMMENDATION:

Approve Authorizing the City Manager to Submit Application and Affidavit by the City Mayor for the Economically Disadvantaged County (EDC) Program.

REVIEWED BY:

/s/ Marissa Garza
Marissa Garza, Director of Community
Development/Grants Management

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

PREPARED BY:

Tomas D. Reyna
Assistant
Director of Public Works

/s/ Ponciano N.
Longoria, P.E., CFM
Ponciano N. Longoria
PE, CFM

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



Texas Department of Transportation

600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

May 18, 2016

The Honorable Richard H. Garcia
Mayor, City of Edinburg
P.O. Box 1079
Edinburg, Texas 78540

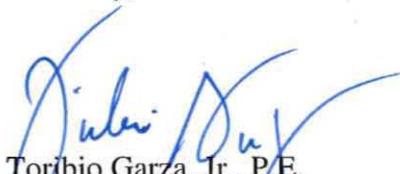
**RE: Economically Disadvantaged County (EDC) Program Application
McIntyre Railroad Pedestrian Crossing Improvements
CSJ: 0921-02-354**

Dear Mayor Garcia:

Attached for your review and consideration is a partially completed Economically Disadvantaged County (EDC) Program Application and an Affidavit for the subject project. If the City would like to apply for the EDC reduction on their local participation for construction, please complete the affidavit and return it to the attention of Ms. Roxana Garcia, our Advance Transportation Planning Director, at the above address for further processing.

Please contact Ms. Garcia or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,



Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Roxana Garcia, P.E., Advance Transportation Planning Director
Rene Garza, P.E., Pharr Area Engineer
Stephen Walker, R.L.A. Landscape Architect
Project File



ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo County

APPLICANT City of Edinburg

District Contact Information

NAME: Maricela Salinas

TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate)

YES or NO

2 Population (2010 Census)? 77,100

PROJECT INFORMATION

UTP PRIORITY STATUS:	DEV
CSJ:	0921-02-354
ESTIMATED LETTING DATE	May-17

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

McIntyre Street, from 6th Avenue to 5th Avenue

PROJECT SCOPE- Give type of work.

McIntyre Railroad Pedestrian Crossing Improvements

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The City of Edinburg is within Hidalgo County which is marked with high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the City's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 95

1.	2.	3.	4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)	Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Preliminary Engineer	\$500,000.00	20%	\$100,000.00	\$5,000.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$500,000.00		\$100,000	\$5,000

Approved by: _____ Date: _____



AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of
of Texas, on this day personally appeared _____, who being by
me duly sworn, upon oath says:

I, _____, representing the city / county of
_____, having been duly elected on
_____ and having served continuously since that time, certify in my
official capacity that, to the best of my knowledge, the information contained in
this application is true and correct.

Signature

Date

Subscribed and sworn to before me, by the said _____, this
____ day of _____, _____, to certify which witness my hand
and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation (NAWSC) and TRI D's, LLC., to Provide Fire Protection Services for Tulipan Villas Subdivision. [Arturo Martinez, Director of Utilities]

STAFF COMMENTS AND RECOMMENDATION:

Tulipan Villas Subdivision, is located on the north side of Wisconsin Road between Raul Longoria Road and Cesar Chavez Road. This will involve the installation of a fire hydrant, and appurtenances to provide fire protection.

NAWSC currently has a water distribution system designed for potable water distribution to communities; however, such system is not designed specifically with the intent to provide water for fire protection purposes. The City of Edinburg, however, can provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC.

The implementation of the Waterline Access Agreement will allow fire protection service to these communities and will pertain only to those areas in the City's regulatory jurisdiction, which fall within NAWSC's boundaries.

City staff has reviewed the proposed Waterline Access Agreement and are recommending the attached agreement.

RECOMMENDATION:

Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation (NAWSC) and TRI D's, LLC., to Provide Fire Protection Services for Tulipan Villas Subdivision.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/S/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Arturo C. Martinez
Arturo C. Martinez
Director of Utilities

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

FRYER & HANSEN, P.L.L.C.

Law Firm

1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@fryerandhansen.com

Richard W. Fryer
J.D., P.E., LEED AP

April 27, 2016

Richard M. Hinojosa
City Manager
City of Edinburg
P. O. Box 1079
Edinburg, Texas 78540

RE: Waterline Access Agreement Between North Alamo Water Supply Corporation, City of Edinburg, and TRI D'S, LLC

Dear Mr. Hinojosa:

Enclosed please find four (4) original Waterline Access Agreements ("**Agreement**") for Tulipan Villas Subdivision for your review and execution on behalf of the City of Edinburg ("**City**"). Please also have your signature attested to by the City Secretary in each of the areas indicated. Also, please include a City Commissioners' Resolution or certified copy of the City Minutes reflecting approval of the Agreement by the City with the signed documents.

After the documents have been fully signed on behalf of the City and the Resolution and/or Minutes of the City are attached, please forward the documents to TRI D'S, LLC for execution and return to this office. A Resolution and/or certified copy of the Minutes of TRI D'S, LLC should also be attached to the signed documents. (Pre-addressed envelopes to TRI D'S, LLC and to Fryer & Hansen, PLLC are included herein.) **Please include the copy of this letter in the mailing to TRI D'S, LLC for informational purposes.**

When the documents have been fully-signed on behalf of the City and TRI D'S, LLC, with the respective Resolutions/Minutes attached, are received in this office, we will forward them to North Alamo Water Supply Corporation for execution. Fully-executed documents will be distributed to each of the parties upon their completion.

If you have any questions regarding this matter or the documents enclosed, please contact us. Thank you for your assistance in this matter.

Respectfully,



Richard Ward Fryer

TULIPAN VILLAS SUBDIVISION

STATE OF TEXAS
COUNTY OF HIDALGO

A 15.607 ACRE TRACT OF LAND OUT OF LOT B, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2546095 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS TULIPAN VILLAS SUBDIVISION ADDITION OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING).
COMMUNITY-PANEL No. 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982
- SETBACKS:
FRONT 20.00 FEET
REAR 20.00 FEET
SIDE 6.00 FEET
CORNER SIDE 10.00 FEET
OR EASEMENT WHICHEVER IS GREATER
- THESE LOTS WILL BE USED FOR MULTI FAMILY ONLY.
APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE TOP OF CURB OF THE STREET AT CENTER OF LOT.
- NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS / GAS EASEMENTS / IRRIGATION EASEMENTS / LOT LINES.
- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. No. 1 - ELEVATION = 95.85 ON COTTON PICKER SPINDLE SET ON THE SOUTHEAST CORNER OF THIS SUBDIVISION. (NAVD 88 DATUM).
B.M. No. 2 - ELEVATION = 93.50 1/2" IRON ROD SET IN CONC. WITH DISK AT THE NORTHEAST CORNER OF LOT 9 OF THE SUBDIVISION. NAVD 88 DATUM.
- DRAINAGE DETENTION IS: 1.678.12 C.F. PER LOT (63,766.73 C.F. TOTAL)
- A FOUR (4) FOOT SIDEWALK ON INTERIOR STREETS FOUR (4) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER.
- NO ACCESS WILL BE ALLOWED FROM WISCONSIN ROAD ONTO LOT 1.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- LEGEND -- DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED
- 50% OF PARKLAND FEE (\$300.00 PER LOT) WILL BE PAID BY DEVELOPER.
- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
- A FIVE (5) FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG WISCONSIN ROAD DURING SUBDIVISION CONSTRUCTION BY DEVELOPER.
- NO COMMERCIAL USE SHALL BE ALLOWED ON ALL LOTS.
- E.E. DENOTES ELECTRICAL EASEMENT.
- ZONING IS AUTO-URBAN RESIDENTIAL

METES AND BOUNDS

A 15.607 ACRE TRACT OF LAND OUT OF LOT B, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2546095, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF WISCONSIN ROAD FOR THE SOUTHWEST CORNER OF LOT 8 AND THE SOUTHWEST CORNER OF THIS TRACT.
THENCE N 08°31'51" E. ALONG THE WEST LINE OF LOT 8, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A TOTAL DISTANCE OF 450.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE ROSOLFO MORA TRACT (A 0.50 OF AN ACRE TRACT OF LAND OUT OF LOT B, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1036288, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.
THENCE S 81°28'09" E. ALONG THE SOUTH LINE OF THE ROSOLFO MORA TRACT, A DISTANCE OF 133.81 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.
THENCE N 08°31'51" E. ALONG THE EAST LINE OF THE ROSOLFO MORA TRACT, A DISTANCE OF 162.77 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.
THENCE N 81°28'09" W. ALONG THE NORTH LINE OF THE ROSOLFO MORA TRACT, A DISTANCE OF 133.81 FEET TO A 1/2" IRON ROD FOUND FOR THE WEST LINE OF LOT 8 FOR THE NORTHWEST CORNER OF SAID TRACT AND AN EXTERIOR CORNER OF THIS TRACT.
THENCE N 08°31'51" E. ALONG THE WEST LINE OF LOT 8, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4354 FOUND AT 587.23 FEET FOR THE SOUTH LINE OF THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 SOUTH MAIN DRAIN EASEMENT (RECORDED IN VOLUME 1990, PAGE 273, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, A TOTAL DISTANCE OF 707.23 FEET TO A POINT FOR THE NORTHWEST CORNER OF LOT 8 AND THE NORTHWEST CORNER OF THIS TRACT.
THENCE S 81°28'09" E. ALONG THE NORTH LINE OF LOT 8, A DISTANCE OF 660.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE MIGUEL LUNA TRACT (THE WEST HALF OF THE EAST HALF OF LOT B, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1420, PAGE 721, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.
THENCE S 08°31'51" W. ALONG THE WEST LINE OF THE MIGUEL LUNA TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 120.00 FEET FOR THE SOUTH LINE OF SAID HIDALGO COUNTY DRAINAGE DISTRICT No. 1 SOUTH MAIN DRAIN EASEMENT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 8 AND IN THE CENTERLINE OF WISCONSIN ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.
THENCE N 81°28'09" W. ALONG THE SOUTH LINE OF LOT 8 AND THE CENTERLINE OF WISCONSIN ROAD, A DISTANCE OF 165.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF THE ISELA J. SINGLETERRY TRACT (A 1.0 ACRE TRACT OUT OF THE WEST 15.0 ACRES OF LOT B, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 350150, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.
THENCE N 08°31'51" E. ALONG THE EAST LINE OF THE ISELA J. SINGLETERRY TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A TOTAL DISTANCE OF 650.15 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP SET FOR THE NORTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.
THENCE N 81°28'09" W. ALONG THE NORTH LINE OF THE ISELA J. SINGLETERRY TRACT, A DISTANCE OF 67.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.
THENCE S 08°31'51" W. ALONG THE WEST LINE OF THE ISELA J. SINGLETERRY TRACT, A DISTANCE OF 250.15 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THE JAVIER SANCHEZ TRACT (A 0.30 ACRE TRACT OUT OF LOT B, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1078013, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.
THENCE N 81°28'09" W. ALONG THE NORTH LINE OF THE JAVIER SANCHEZ TRACT, THE NORTH LINE OF THE CONRALDO SANCHEZ TRACT (A 0.984 ACRE TRACT OUT OF LOT B, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1068252, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE NORTH LINE OF THE AIA HOLDINGS, INC. TRACT (A 0.96 ACRE TRACT OUT OF LOT B, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO CORRECTION GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2156149, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 315.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THE AIA HOLDINGS, INC. TRACT AND AN INTERIOR CORNER OF THIS TRACT.
THENCE S 08°31'51" W. ALONG THE WEST LINE OF THE AIA HOLDINGS, INC. TRACT, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4384 FOUND AT 380.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A TOTAL DISTANCE OF 400.00 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 8 AND IN THE CENTERLINE OF WISCONSIN ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND AN EXTERIOR CORNER OF THIS TRACT.
THENCE N 81°28'09" W. ALONG THE SOUTH LINE OF LOT 8 AND THE CENTERLINE OF WISCONSIN ROAD, A DISTANCE OF 113.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.607 ACRES OF LAND MORE OR LESS.
BEARINGS ARE IN ACCORDANCE WITH OAKLAND VILLAGE SUBDIVISION PHASE I SUBDIVISION, RECORDED IN VOLUME 45, PAGE 118, MAP RECORDS, HIDALGO COUNTY, TEXAS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this Instrument this 24th day of October, 2015.

OWNER TRI D'S, L.L.C.
HECTOR GUERRA

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS 24th DAY OF OCTOBER 20 12

Alfonso Quintanilla
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856 STATE OF TEXAS



THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE 28th DAY OF August, 2015

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

Raul Sesin PRESIDENT
ATTEST: *Fred Schulz* SECRETARY

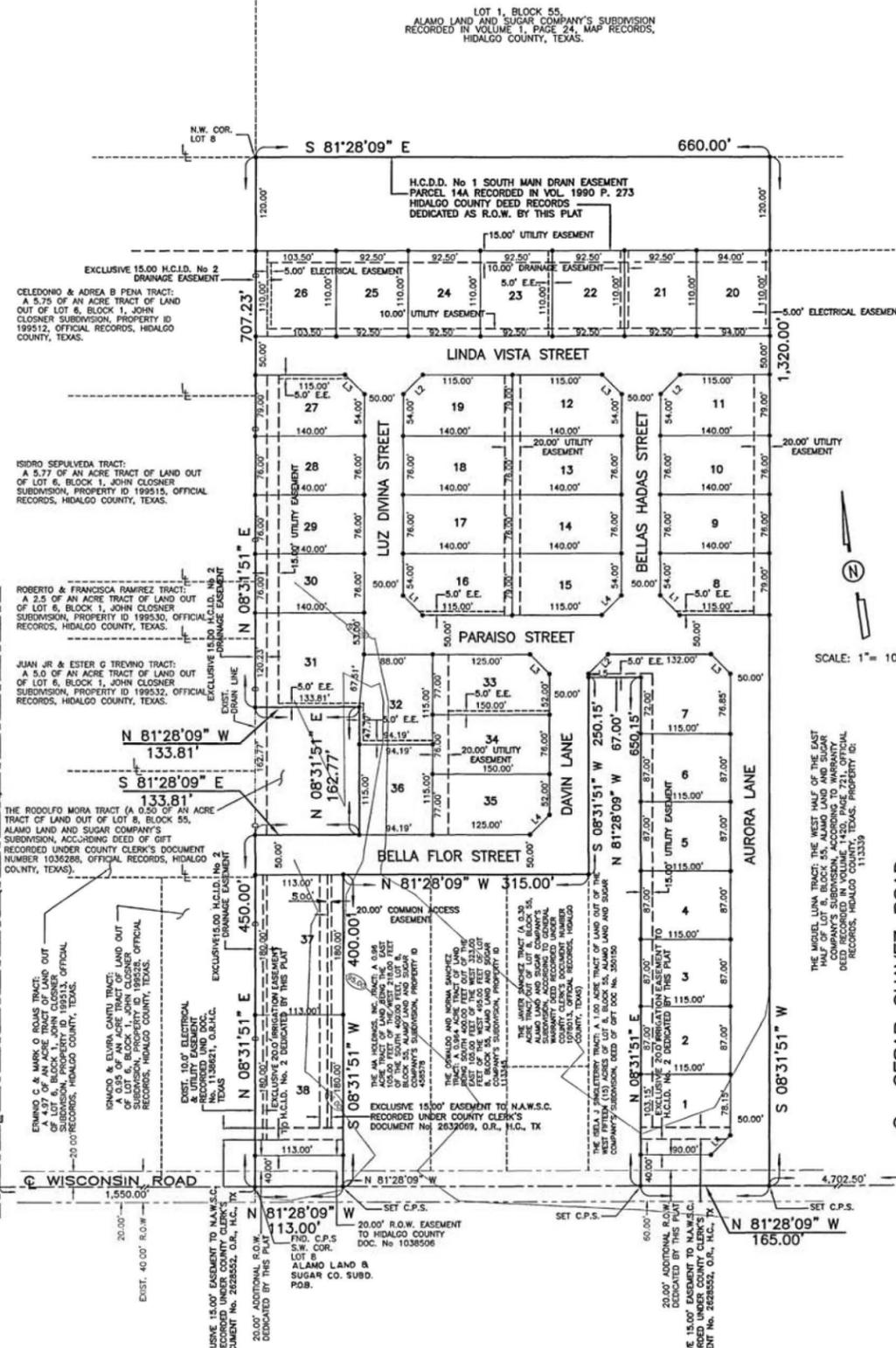
APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.21(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Raul Sesin
RAUL SESIN, P.E., C.P.M.
GENERAL MANAGER

DATE OF PREPARATION: JULY 14, 2014



LOT No.	AREA (S.F.)
1	10514.75
2-6	10005.00
7	14122.70
8	10747.50
9-10	10640.00
11-12	10747.50
13-14	10640.00
15-16	10747.50
17-18	10640.00
19	10747.50
20-26	10175.00
27	10747.50
28-30	10640.00
31	16624.12
32	10623.77
33	11237.50
34	11460.00
35	11237.50
36	10831.85
37-38	20340.00

LOT DIMENSIONS DATA		
DATA	BEARING	LENGTH
L1	N 36°28'09" W	35.36'
L2	N 53°31'51" E	35.36'
L3	S 36°28'09" E	35.36'
L4	S 53°31'51" W	35.36'
L5	N 08°31'51" E	4.85'

Hector Guerra 9/28/15
DATE

TRI D'S, L.L.C.
HECTOR GUERRA,
824 DEL ORO LANE
PHARR, TX 78577

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared HECTOR GUERRA, of TRI D'S, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated. Given under my hand and seal of office this 28th day of SEPTEMBER, 2015.

Lilia A. Quintanilla
LILIA A. QUINTANILLA - Notary Public
July 23, 2018

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

Mary Lou Canty 10/13/15
MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

PLANNING & ZONING COMMISSION CERTIFICATION

I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as TULIPAN VILLAS SUBDIVISION conforms to all requirements of the Subdivision Regulations of this City and that approval is required and has been approved for recording on the 28th day of JULY, 2015.

Alfonso Quintanilla
CHAIRPERSON-PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT. I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE WATER FACILITIES WILL BE CONSTRUCTED AT A COST OF \$ 153,649.00. SEWAGE FACILITIES: SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST \$ 140,186.00 FOR THE SUBDIVISION. IN ADDITION, THE SUBDIVIDER HAS PAID \$1,710.00 TO THE CITY OF EDINBURG TO COVER THE COST OF THE SEWER TAPPING FEES.

DATED THIS 28TH DAY OF JULY 20 15

Alfonso Quintanilla P.E.
LICENSED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS



FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

ON: 10/26/2015 AT 10:53 AM/PM
INSTRUMENT NUMBER 2657071
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

By *Mary Lou Canty* DEPUTY
Page 361

FILENAME	DATE PREPARED	PREPARED BY	APPROVED BY
F:\DATA\EDINBURG\TULIPAN VILLAS SUBDIVISION\TULIPAN-PLAT	JULY 14, 2014	JS	JS
DATE REVISION	DATE	CHECKED BY	APPROVED BY
		JS	JS

STATE OF TEXAS § **BETWEEN:**
 § **NORTH ALAMO WATER SUPPLY**
 § **CORPORATION; TRI D’S, LLC; AND CITY OF**
COUNTY OF HIDALGO § **EDINBURG**

WATERLINE ACCESS AGREEMENT
(with City and Developer)

WHEREAS, North Alamo Water Supply Corporation("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

WHEREAS, the City of Edinburg ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC;

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

WHEREAS, TRI D’S, LLC, ("**Developer**") is constructing a subdivision in the location described in **Exhibit "A"**, Tulipan Villas Subdivision (the "**Subdivision**") and desires fire protection for the Subdivision.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, NAWSC, Developer and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in Hidalgo County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. Developer and City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating, and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** ("**Fire Hydrants**"). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City’s designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit “A”;

such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines in any part of the NAWSC's system including but not limited to the Fire Hydrants, shall be painted black or according to the City's standard for hydrant's that may not be available for use in a fire emergency, so as to distinguish that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrant subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrant(s) the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or paint it black. By allowing a hydrant subject to this agreement to be painted any color other than black, NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Developer and maintained by Developer and City as set out in Exhibit "B". If concrete is used for additional stability, the hydrant weep holes should not be covered.
5. All water used from the NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City and Developer. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. An annual schedule will be set up by City to perform this work no less frequently than every six (6) months; testing

according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months, and such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City and Developer will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC. NAWSC may use the Fire Hydrants as temporary water sales point and as a flush valve in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's and Developer's expense, including a reasonable fee for the presence and administration of NAWSC's personnel. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's and Developer's authority and responsibility, but only under NAWSC's inspection for defects in construction that may effect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Developer, including a reasonable fee for the presence and administration of NAWSC's personnel.
10. THE USERS, CITY AND DEVELOPER, ACKNOWLEDGE AND AGREE THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE THE USER BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND DEVELOPER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND DEVELOPER UNDERSTAND THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AND DEVELOPER AGREE TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND DEVELOPER OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND DEVELOPER SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR

FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND DEVELOPER MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND DEVELOPER ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND DEVELOPER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY AND DEVELOPER FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND CITY AND DEVELOPER EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND DEVELOPER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND DEVELOPER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY AND DEVELOPER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS". CITY AND DEVELOPER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND DEVELOPER, HEREBY FULLY RELEASE NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND DEVELOPER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND

DEVELOPER, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY AND DEVELOPER, BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND DEVELOPER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND DEVELOPER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code § 67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement.

The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. Developer will list NAWSC as an additional insured on all liability insurance policies it holds related to the property being the subject of this Agreement for the duration of this Agreement. Developer will provide NAWSC with a certificate of insurance and notice 60 days prior to any cancellation.
16. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants in the Subdivision at a point to be chosen by the NAWSC, and shall have access to the Subdivision property and equipment constructed by Developer and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision property. NAWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Upon notice, Developer shall have personnel present as necessary to assist in the inspection. Developer shall install, its own expense, any necessary fire service lines and equipment from the NAWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by the NAWSC. The NAWSC shall also have access to the Subdivision property for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Developer and City agrees to annual inspections of its own facilities for these conditions.
17. Developer and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to the NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
18. The NAWSC may notify Developer and/or City of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Developer and/or City shall immediately correct any undesirable practice in the Subdivision. Developer and/or City shall, at its expense, properly install, test and maintain any backflow prevention device required by the NAWSC. Copies of all testing and maintenance records shall be provided to the NAWSC. Failure to comply with the terms of this Agreement shall cause the NAWSC to terminate services or properly install, test, and maintain an appropriate backflow prevention device at the service connection at Developer's and/or City sole expense. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to Developer and/or City.
19. Developer shall grant to the NAWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the NAWSC to extend or improve NAWSC's service for existing and future customers and members of NAWSC, on such forms as are required by the NAWSC.
20. Developer and City agree that the maximum amount of liability to Developer and City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this

Agreement is limited to the amount of fees paid by Developer and City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.
22. In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or other authority.

By signing and delivering this Agreement to the appropriate official of NAWSC, the Developer authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC, Developer and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of _____, 201__.

ATTEST:

THE CITY OF EDINBURG
415 W. University Drive
Edinburg, Texas 78541

By: _____
Myra L. Ayala Garza, City Secretary

By: _____
Richard M. Hinojosa, City Manager

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Richard M. Hinojosa, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is City Manager of City of Edinburg, that he executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ 201__.

Notary Public in and for the State of Texas

TRID'S, LLC
a Texas limited liability company

By: _____
Hector Guerra
Managing Member

824 Del Oro Lane
Pharr, Texas 78577-2200

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Hector Guerra, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Managing Member of TRID'S, LLC, a Texas limited liability company, and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____ 201__.

Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Rd
Edinburg TX 78539-3832
Telephone: (956) 383-1618
Fax: (956) 383-1372

APPROVED AS TO FORM:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

By: _____
Steven Sanchez, General Manager

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

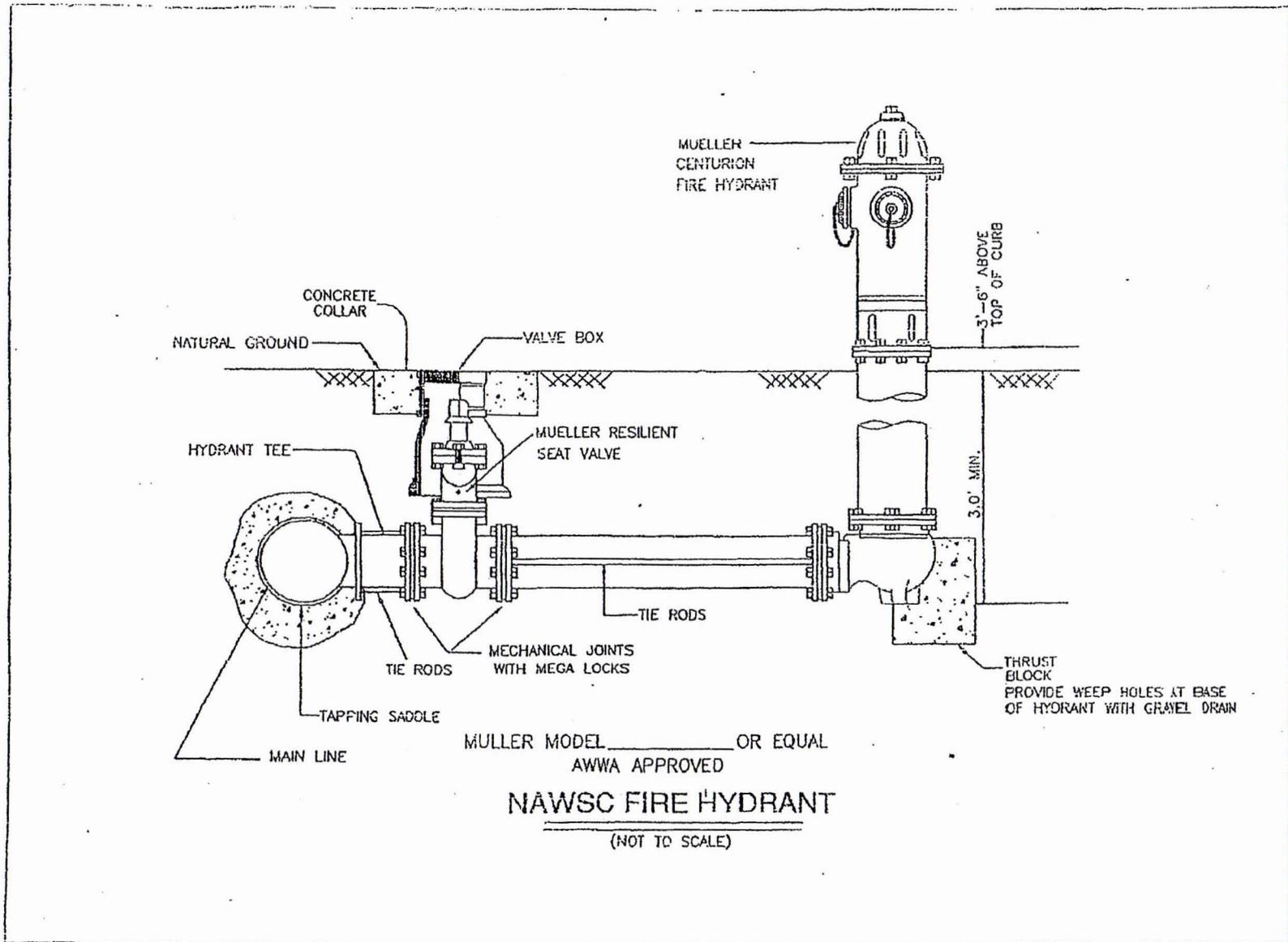
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ 201__.

Notary Public in and for the State of Texas

EXHIBIT "A"

EXHIBIT "B"
Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.



RESOLUTIONS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Justice FY 2016 Local Edward Byrne Memorial Justice Assistance Grant Program, Solicit Public Comments on the Grant Application and Execute Grant Documents Relating Thereto. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

The U.S. Department of Justice FY 2016 Local Edward Byrne Memorial Justice Assistance Grant Program announced the solicitation of grant application and allocation of \$24,892 to the City of Edinburg. The City of Edinburg is applying through this Program to purchase portable radios for Police Officers.

The grant program provides state and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs including indigent defense, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

This grant does not require a local match.

RECOMMENDATION:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Justice FY 2016 Local Edward Byrne Memorial Justice Assistance Grant Program, Solicit Public Comments on the Grant Application and Execute Grant Documents Relating Thereto.

REVIEWED BY:

PREPARED BY:

Lt. Chad Dufner

/s/ Marissa Garza
Marissa Garza, Director of Community
Development/Grants Management

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/David White
David White
Chief of Police

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

RESOLUTION NO.

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE FY 2016 LOCAL EDWARD BYRNE MEMORIAL JUSTICE GRANT PROGRAM, SOLICIT PUBLIC COMMENTS ON THE GRANT APPLICATION AND EXECUTE GRANT DOCUMENTS RELATING THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the City Council of the City of Edinburg finds it is the best interest of the citizens to submit a grant application to the U.S. Department of Justice FY 2016 Local Edward Byrne Memorial Justice Assistance Grant Program (funding source) in the amount of \$24,892 to purchase portable radios (project); and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for said project as required by the funding source; and,

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to apply for, solicit public comments on the grant application, accept, alter, terminate and execute any and all documents related to the grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION 1: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the U.S. Department of Justice FY 2016 Local Edward Byrne Memorial Justice Grant Program, solicit public comments on the grant application, accept, alter, terminate and execute any and all grant documents on behalf of the City.

SECTION 2: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 3: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 07th day of June, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVE AS TO FORM:
Palacios, Garza & Thompson, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Resolution Authorizing Review of the Cost of Service Adjustment (COSA) Filing by Texas Gas Service Company (TGS), a Division of One Gas, Inc., Hiring Legal and Consulting Services to Negotiate with TGS, and Requiring TGS to Reimburse all Reasonable Costs Associated with a Joint Review of the COSA Filing with Other Cities. [Ricardo Palacios, City Attorney]

STAFF COMMENTS AND RECOMMENDATION:

Gas utilities have a statutory right to an annual ministerial (i.e. without challenge) increase in rates to reflect additions to invested capital without regard to potential offsets for increased revenues or declining expenses. Such increases stem from filings under what is referred to as the Gas Reliability Infrastructure Program (GRIP). GRIP constitutes bad public policy and is contrary to historic notions of regulation in the public interest, but cities and ratepayers are stuck with that reality. In the 2009 rate case filed by Texas Gas Service (TGS), part of Cities' strategy was to mitigate the potential adverse impact of future annual, piecemeal GRIP rate adjustments. As part of a rate settlement approved by Cities in 2009, an agreement was reached with TGS to create an annual rate review process known as a Cost of Service Adjustment (COSA) filing as a substitute for GRIP filings.

Objectives of the Resolution before the City Council which authorizes participation in the sixth annual COSA filing.

- explicitly authorizes continued cooperation with other cities in a review of the COSA filing.
- authorizes the hiring of Geoffrey Gay of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C., who has 36 years' experience in handling energy and public utility matters and has focused his legal career on representing cities for over two decades in negotiations with TGS and in any subsequent administrative process or litigation.
- authorizes the hiring of Karl Nalepa of the consulting firm of R.J. Convington Consulting, LLC, to review the technical aspects of the filing and to prepare a report that will form the basis of Cities' position in negotiations with TGS. Mr. Nalepa is a former technical advisor to the Commissioners on the Railroad Commission, which regulates the natural gas industry, and has many years of experience as a consultant and expert witness.

Both Mr. Gay and Mr. Nalepa have served the Valley Cities in the prior TGS proceedings.

Advantages of a COSA filing over a GRIP filing.

- COSA proceeding allows for consideration of revenues and expenses in conjunction with invested capital, while GRIP focuses exclusively on invested capital.
- Under the COSA process, Cities are entitled to participation and reimbursement of their costs, while under the GRIP process, current law indicates that cities cannot engage in any

reasonableness review and cannot recover their costs and the Resolution affirms that TGS shall be ordered to reimburse the Cities for all reasonable costs associated with the services provided by Cities' legal counsel and consultants.

RECOMMENDATION:

Approve Resolution Authorizing Review of the Cost of Service Adjustment (COSA) Filing by Texas Gas Service Company (TGS), a Division of One Gas, Inc., Hiring Legal and Consulting Services to Negotiate with TGS, and Requiring TGS to Reimburse all Reasonable Costs Associated with a Joint Review of the COSA Filing with Other Cities.

REVIEWED BY:

PREPARED BY:

Blanca Rodriguez, Legal Assistant

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R. Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

RESOLUTION NO. 2016-___

RESOLUTION OF THE CITY OF EDINBURG, TEXAS AUTHORIZING REVIEW OF TEXAS GAS SERVICE COMPANY’S (“TGS”) COST OF SERVICE ADJUSTMENT (“COSA”) TARIFF; APPROVING OF A JOINT REVIEW OF TGS’ APPLICATION ALONG WITH OTHER CITIES SERVED BY TGS; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING TGS TO REIMBURSE ALL REASONABLE COSTS ASSOCIATED WITH CITIES’ EFFORTS IN THIS RATEMAKING EFFORT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about April 29, 2015, Texas Gas Service Company, a division of One Gas, Inc., (“TGS” or “Company”) filed with the City of Edinburg (“City”) a Cost of Service Adjustment (“COSA”) Tariff seeking to increase natural gas rates to all customers residing in the City; and,

WHEREAS, it is in the public interest for the City to participate with other Valley Cities Served by TGS in the COSA filing in order to protect the interests of the City as well as the interests of TGS customers residing and conducting business within the City; and,

WHEREAS, the Cities Coalition will conduct a review of the Company’s application and will hire and direct legal counsel and consultants to prepare a common response and to negotiate with the Company and direct any necessary litigation; and,

WHEREAS, pursuant to a settlement agreement between the City and the Company dated August 14, 2009, the Agreement provides that costs incurred by cities associated with this proceeding are to be reimbursed by the Company.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS:

1. That the City is authorized to participate with other Valley Cities in TGS’ COSA filing to protect the interests of the City and protect the interests of TGS customers residing and conducting business within municipal limits.

2. Subject to the right to terminate employment at any time, the City hereby authorizes the hiring of Geoffrey Gay of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. and Karl J. Nalepa, of the consulting firm R.J. Covington Consulting, LLC to review the Company’s filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of the COSA filing.

3. That the City’s reasonable expenses shall be reimbursed by TGS.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law; and the public notice of the time, place, and purpose of said meeting was given as required.

5. The City Secretary is hereby authorized and directed to send a certified copy of this Resolution to Geoffrey Gay, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725 and to Tom Capps, at Texas Gas Service, 5602 East Grimes Rd. Harlingen, TX 78553-1827.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 7th day of June, 2016.

CITY OF EDINBURG

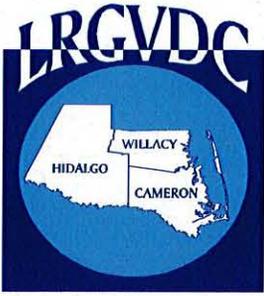
BY: _____
Richard H. Garcia, Mayor

ATTEST:

BY: _____
Myra Ayala-Garza, City Secretary

APPROVED AS TO FORM:
PALACIOS GARZA & THOMPSON, P.C.

BY: _____
City Attorney



Lower Rio Grande Valley Development Council

Mayor James E. Darling, McAllen.....President
 Mayor Tony Martinez, Brownsville.....1st Vice-President
 Mayor Celeste Sanchez, San Benito.....2nd Vice-President
 Hon. Norma G. Garcia, Member-at-Large.....Secretary
 Council Member Richard Molina, Edinburg.....Treasurer
 Mayor Chris Boswell, Harlingen.....Immediate Past President

BOARD MEMBERS

Sofia Benavides
 Commissioner, Cameron County

Eduardo "Eddie" Cantu
 Commissioner, Hidalgo County

Aurelio "Keter" Guerra
 Judge, Willacy County

Pilar Garza
 Mayor Pro-tem, Alamo

Irene Munoz
 Mayor, Donna

Daniel A. Guzman
 Commissioner, Edcouch

Victor Gonzalez, Jr.
 Mayor, La Feria

Rosa Perez
 Alderwoman, La Villa

Henry Hinojosa
 Mayor, Mercedes

Norie Gonzalez Garza
 Mayor Pro-tem, Mission

Ambrosio "Amos" Hernandez
 Mayor, Pharr

San Juanita "Janie" Sanchez
 Mayor, San Juan

David Suarez
 Mayor, Weslaco

Wanda F. Garza
 South Texas College, McAllen

Stella E. Garcia, Ph. D
 TSTC, Harlingen

Troy Allen
 Delta Lake Irrigation District

Ronald Mills
 Willacy Navigation District

Steve Brewer
 Member-at-Large

Mayor Pro-tem Eddy Gonzalez
 Member-at-Large

Arturo Ramirez
 Grassroots Organizations

EXECUTIVE DIRECTOR
 Kenneth N. Jones, Jr.

MEMORANDUM

TO: City Manager and City Attorney

FROM: Kenneth N. Jones, Jr., LRGVDC Executive Director 

SUBJ: **Request for City Commission Action RE: Texas Gas Service COSA Filing**

DATE: May 11, 2016

Recently, the LRGVDC Board of Directors heard a presentation by Texas Gas Service Company representatives regarding the 2016 Cost Of Service Adjustment (COSA) Tariff filing with thirty-four (34) cities in its Rio Grande Service Area. As in the past, the LRGVDC Board supports the efforts of the Valley Cities Gas Coalition (VCGC) and took action partnering with the City of Weslaco to coordinate the VCGC efforts for this COSA filing.

I have attached a proposed resolution to be presented to your city commission for action at the earliest opportunity. This resolution will engage Mr. Geoffrey Gay of the Law Firm of Lloyd Gosselink Rochelle and Townsend, P.C. to review Texas Gas Company's COSA filing. Mr. Gay has successfully assisted the Valley Cities in the past and is very familiar with Texas Gas Service Company's structure. The expenses incurred by the cities for legal or consultant professional services will be reimbursed by Texas Gas Service.

Upon adoption of the Resolution please send a copy to each of the following:

Lloyd Gosselink Rochelle & Townsend, P.C.
 Attn: Mr. Geoffrey Gay
 P. O. Box 1725
 Austin, TX 78767-1725

gmg@lglawfirm.com and ylara@lglawfirm.com

Rio Grande Valley Texas Gas Service
Attn: Ms. Naomi Perales, Community Relations Manager
P. O. Box 531827
Harlingen, TX 78553-1827

naomi.perales@onegas.com

LRGVDC
Attn: Kenneth N. Jones, Jr.
301 W. Railroad St.
Weslaco, TX 78596

knjones@lrgvdc.org and dmorales@lrgvdc.org

Please let me know in advance the scheduling of this resolution on your city commission agenda so I can attend as many meetings as possible to address questions the elected officials may have. Thank you for your attention to this request and please contact me should there be any questions.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Resolution Authorizing the City Manager to Submit Grant Application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office) FY 2016 COPS Hiring Program (CHP), and Execute Grant Documents Relating Thereto. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

The U.S. Department of Justice announced the solicitation of grant applications for its COPS Hiring Program. The City of Edinburg is applying through this Program to hire eight (8) Police Officers, which is the maximum allowed based on the guidelines for the Program.

The COPS Hiring Program provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts.

2016 CHP grants will cover up to 75% of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer over the three year (36 months) grant period, with a minimum 25% local cash match requirement and maximum federal share of \$125,000 per officer position. The City will be required to retain each officer position awarded for at least 12 months following the 36 months of grant funding. The City is applying for a total of \$1,825,752. The maximum federal share is \$1,000,000, equivalent to 55% of the grant. The City's match is \$825,752, equivalent to 45% of the grant. The deadline to submit the grant application is June 23, 2016.

If the grant is awarded, the City's matching funds will need to be appropriated from the General Fund.

RECOMMENDATION:

Approve Resolution Authorizing the City Manager to Submit Grant Application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office) FY 2016 COPS Hiring Program (CHP), and Execute Grant Documents Relating Thereto.

REVIEWED BY:

PREPARED BY:

Lt. Chad Dufner

/s/ Marissa Garza
Marissa Garza, Director of Community
Development/Grants Management

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/David White
David White
Chief of Police

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 3: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 7th day of June, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVE AS TO FORM:

Palacios, Garza, & Thompson, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Resolution Authorizing the City Manager for the City of Edinburg, Texas, to Enter Into an Advance Funding Agreement with the Texas Department of Transportation, and Authorizing the Commitment to Fund for the Edinburg Bicycle and Pedestrian Master Plan and to Execute Such Agreement. [Ponciano Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

The Texas Department of Transportation has made funding available through the Transportation Alternative Program. The City of Edinburg is interested in improving upon the network of existing facilities and developing new facilities to provide improved and safer bicycle and pedestrian commuting and recreational opportunities. The proposed Master Plan shall show a comprehensive transportation network that could utilize a variety of facilities such as pathways, trails, bike lanes, shared lanes, multi-use pathways, and other types of facilities. The Master Plan will utilize existing and planned pathways, trails, roadway infrastructure, utility and drainage easements, open spaces, and linear parks to connect users to places of interest such as neighborhoods, parks, downtown, work centers, and bus stops, and should provide connectivity to any current or future trails and pathway systems of adjacent communities and the City of Edinburg.

The Plan is estimated at \$150,000 and the 20% match is \$30,000, but through the Economically Disadvantaged County Program the local match is reduced to 1% of the 20% which is estimated at \$1,500 and state's direct and indirect cost of \$30,000 equaling to \$31,500. As per the Texas Department of Transportation, the City will also be responsible for the procurement of the Plan and the contract management as set forth in the attached resolution and the Advance Funding Agreement.

In order to initiate the Plan an executed agreement and completed certifications accepted by the City and endorsed by the City Attorney, and a match for project administration in the amount of \$31,500 will be due upon execution of the resolution.

Funding for the \$31,500 match is available through the FY 2015-2016 General Fund Operating Budget.

RECOMMENDATION:

Approve Resolution Authorizing the City Manager for the City of Edinburg, Texas, to Enter Into an Advance Funding Agreement with the Texas Department of Transportation, and Authorizing the Commitment to Fund for the Edinburg Bicycle and Pedestrian Master Plan and to Execute Such Agreement.

REVIEWED BY:

PREPARED BY:

Tomas D. Reyna,
Assistant Director of
Public Works

/s/ Marissa Garza
Marissa Garza, Director of Community
Development/Grants Management

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/ Ponciano N.
Longoria, P.E., CFM
Ponciano N. Longoria
PE, CFM

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



Texas Department of Transportation

600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

May 5, 2016

The Honorable Richard H. Garcia
Mayor, City of Edinburg
P.O. Box 1079
Edinburg, Texas 78540

**RE: Advance Funding Agreement (AFA)
City of Edinburg Pedestrian and Bicycle Plan
CSJ: 0921-02-345**

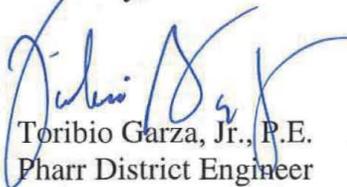
Dear Mayor Garcia:

As you know, the subject project received funding under the 2015 TAP Program Call of the Hidalgo Metropolitan Planning Organization. To make use of the federal funds, an Advance Funding Agreement must be executed between the City of Edinburg and TxDOT. Attached for your signature are two originals of the Advance Funding Agreement.

Please sign and return both originals along with the City's resolution authorizing the AFA, to the attention of Ms. Roxana Garcia, our Advance Transportation Planning Director, at the above address for further processing. Please also include a check in the amount of \$30,000 to cover the City's estimated share of Preliminary Engineering Direct State Costs associated with this project, made payable to the Texas Department of Transportation Trust Fund.

Please contact Ms. Garcia or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,



Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Roxana Garcia, Advance Transportation Planning Director
Rene Garza, P.E., Pharr Area Engineer
Stephen Walker, R.L.A. Landscape Architect
Project File

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT
MPO SELECTED OFF-SYSTEM**

This Advance Funding Agreement for a Transportation Alternatives Project ("**Agreement**") is made between the State of Texas ("**State**"), acting through the Texas Department of Transportation, and **City of Edinburg** ("**Local Government**"), acting through its duly authorized officials.

BACKGROUND

Local Government prepared and submitted to State or Metropolitan Planning Organization ("**MPO**") a nomination form for consideration under the Transportation Alternatives Program ("**TAP**") for the project, which is briefly described as **Edinburg Bicycle and Pedestrian Master Plan** ("**Project**").

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission ("**Commission**") passed Minute Order Number 114213 ("**MO**") dated February 26, 2015 awarding funding for projects in the 2015 TAP Program Call of the Hidalgo County MPO, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- 1.1. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.
- 1.2. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("FPAA") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("SLOA") for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Termination of the Agreement

- 2.1. This Agreement may be terminated by any of the following conditions:
 - a. By mutual written consent and agreement of all parties;
 - b. By any party with 90 days written notice; or
 - c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- 2.2. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- 2.3. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- 2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.
 - b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 - c. Local Government withdraws from participation in Project.
 - d. State determines that federal funding may be lost due to Project not being implemented and completed.

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Construction**

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- e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 - f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
 - g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- 2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: **The Edinburg Bicycle and Pedestrian Master Plan in the area of the City of Edinburg will facilitate proposed bicycle and pedestrian facilities. The study will provide for future improvements for the City's bicycle network along with alternative modes of transportation for pedestrians.**
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

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- 5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- 5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- 5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate

agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- 5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- 5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- 7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

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7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("TAS") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("ADA").

9. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

- 9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- 9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- 9.3. When architectural and engineering services are provided by or through State, then the following applies:
State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities – Not Applicable

- 10.1. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- 10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
- 10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- 10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance – Not Applicable

- 11.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement

also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- 11.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 11.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 11.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

12. Local Project Sources and Uses of Funds

- 12.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- 12.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 12.3. The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("FPAA"), or other federal documents.

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- 12.4. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.
- 12.5. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- 12.6. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- 12.7. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- 12.8. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 12.9. Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.
- 12.10. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- 12.11. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 12.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under

this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- 12.13. State will not pay interest on any funds provided by Local Government.
- 12.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 12.15. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 12.16. If Local government is an Economically Disadvantaged County ("EDC") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

13. Notices

- 13.1. All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Mayor	Director of Contract Services
City of Edinburg	Texas Department of Transportation
PO Box 1079	125 E. 11 th Street
Edinburg, TX 78540	Austin, TX 78701-2483

- 13.2. All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

15. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

17. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to State, Local Government, and, if federally funded, the FHWA, and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, State, Local Government, and the FHWA and their duly authorized

representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

Local Government shall comply with the regulations of the U. S. Department of Transportation (“DOT”) as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled “Equal Employment Opportunity,” as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

- 24.1. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- 24.2. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- 24.3. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- 24.4. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- 24.5. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- 24.6. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient, or sub-contractor 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 agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 26.1. No federal appropriated funds have been paid or will be paid by or on behalf of the parties 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.
- 26.2. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 26.3. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. 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.

27. Insurance

- 27.1. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

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- 27.2. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

- 28.1. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- 28.2. Local Government agrees that it shall:

- a. Obtain and provide to State a System for Award Management ("SAM") number (Federal Acquisition Regulation ("FAR") Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
- b. Obtain and provide to State a Data Universal Numbering System ("DUNS") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report the total compensation and names of its top five executives to State if:
 1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- 29.1. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- 29.2. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required

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annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated opposite that party's signature.

City of Edinburg

Date: _____

By: _____

Signature

Typed or Printed Name

Title

THE STATE OF TEXAS

Date: _____

By: _____

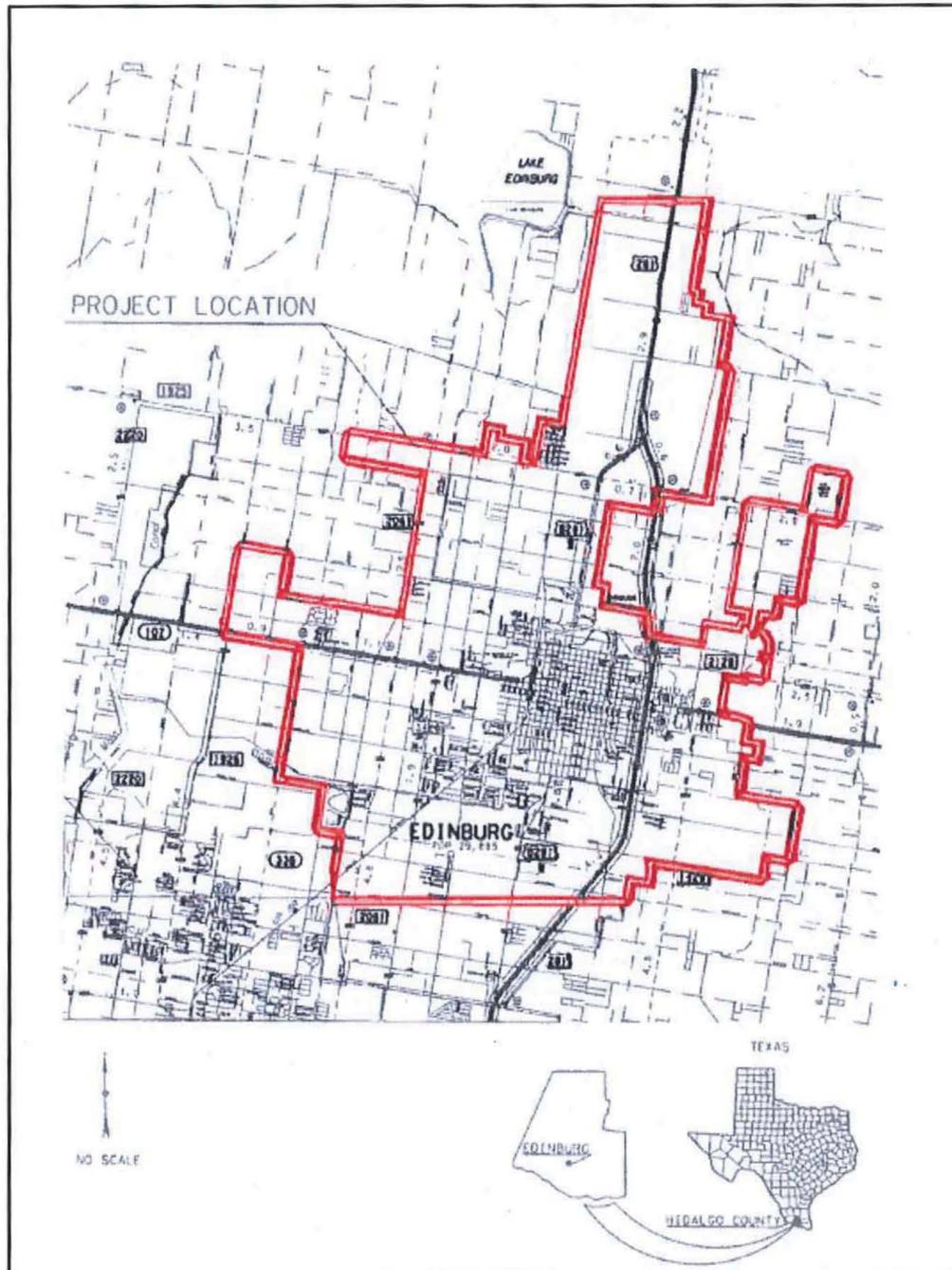
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

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ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

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ATTACHMENT B PROJECT LOCATION MAP



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ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering	\$150,000	80%	\$120,000	19%	\$28,500	1%	\$1,500
Work by LG Subtotal	\$150,000		\$120,000		\$28,500		\$1,500
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$30,000	0%	\$0	0%	\$0	100%	\$30,000
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	100%	\$0
Right of Way ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Indirect State Costs (6.2%)	\$9,300	0%	\$0	100%	\$9,300	0%	\$0
Direct & Indirect State Cost Subtotal	\$39,300		\$0		\$9,300		\$30,000
TOTAL PARTICIPATION	\$189,300		\$120,000		\$37,800		\$31,500

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The estimated total participation by Local Government is **\$31,500**, plus 100% of overruns.

Total estimated payment by Local Government to State is **\$30,000**.

¹Local Government's first payment of **\$30,000** is due to State within 30 days from execution of this contract.

²Local Government's second payment of **\$0** is due to State within 60 days prior to the Construction contract being advertised for bids.

³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are **\$120,000**.

The Sponsor hereby requests state funding from the Texas Department of Transportation under the Transportation Alternatives Program Project for this plan.

AND, BE IT FURTHER RESOLVED, that the City Manager is hereby directed to execute on behalf of the Sponsor, at the appropriate time, and with the appropriate authorizations of this governing body all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the completion of the Edinburg Bicycle and Pedestrian Master Plan as set out in Exhibit "A".

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Code Annotated, Government Code § 551.041, on this the 7th day of June 2016.

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

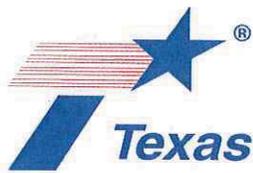
ATTESTED

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM

PALACIOS, GARZA & THOMPSON P.C.

By: _____
City Attorney



Texas Department of Transportation

600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

May 5, 2016

The Honorable Richard H. Garcia
Mayor, City of Edinburg
P.O. Box 1079
Edinburg, Texas 78540

**RE: Advance Funding Agreement (AFA)
City of Edinburg Pedestrian and Bicycle Plan
CSJ: 0921-02-345**

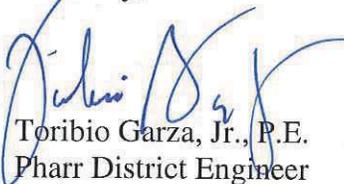
Dear Mayor Garcia:

As you know, the subject project received funding under the 2015 TAP Program Call of the Hidalgo Metropolitan Planning Organization. To make use of the federal funds, an Advance Funding Agreement must be executed between the City of Edinburg and TxDOT. Attached for your signature are two originals of the Advance Funding Agreement.

Please sign and return both originals along with the City's resolution authorizing the AFA, to the attention of Ms. Roxana Garcia, our Advance Transportation Planning Director, at the above address for further processing. Please also include a check in the amount of \$30,000 to cover the City's estimated share of Preliminary Engineering Direct State Costs associated with this project, made payable to the Texas Department of Transportation Trust Fund.

Please contact Ms. Garcia or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,



Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Roxana Garcia, Advance Transportation Planning Director
Rene Garza, P.E., Pharr Area Engineer
Stephen Walker, R.L.A. Landscape Architect
Project File

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STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT
MPO SELECTED OFF-SYSTEM**

This Advance Funding Agreement for a Transportation Alternatives Project ("**Agreement**") is made between the State of Texas ("**State**"), acting through the Texas Department of Transportation, and **City of Edinburg** ("**Local Government**"), acting through its duly authorized officials.

BACKGROUND

Local Government prepared and submitted to State or Metropolitan Planning Organization ("**MPO**") a nomination form for consideration under the Transportation Alternatives Program ("**TAP**") for the project, which is briefly described as **Edinburg Bicycle and Pedestrian Master Plan** ("**Project**").

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission ("**Commission**") passed Minute Order Number 114213 ("**MO**") dated February 26, 2015 awarding funding for projects in the 2015 TAP Program Call of the Hidalgo County MPO, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- 1.1.** Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.
- 1.2.** Period of Performance.
1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("FPAA") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("SLOA") for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Termination of the Agreement

- 2.1.** This Agreement may be terminated by any of the following conditions:
- a. By mutual written consent and agreement of all parties;
 - b. By any party with 90 days written notice; or
 - c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- 2.2.** If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- 2.3.** If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- 2.4.** A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
- a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.
 - b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 - c. Local Government withdraws from participation in Project.
 - d. State determines that federal funding may be lost due to Project not being implemented and completed.

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- e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 - f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
 - g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- 2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: **The Edinburg Bicycle and Pedestrian Master Plan in the area of the City of Edinburg will facilitate proposed bicycle and pedestrian facilities. The study will provide for future improvements for the City's bicycle network along with alternative modes of transportation for pedestrians.**
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

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- 5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- 5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- 5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate

agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- 5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- 5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- 7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

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7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("TAS") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("ADA").

9. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

- 9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- 9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- 9.3. When architectural and engineering services are provided by or through State, then the following applies:
State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities – Not Applicable

- 10.1. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- 10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
- 10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- 10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance – Not Applicable

- 11.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement

also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- 11.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 11.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 11.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

12. Local Project Sources and Uses of Funds

- 12.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- 12.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 12.3. The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("FPAA"), or other federal documents.

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- 12.4. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.
- 12.5. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- 12.6. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- 12.7. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- 12.8. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 12.9. Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.
- 12.10. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- 12.11. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 12.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under

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this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- 12.13. State will not pay interest on any funds provided by Local Government.
- 12.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 12.15. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 12.16. If Local government is an Economically Disadvantaged County ("EDC") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

13. Notices

- 13.1. All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Mayor	Director of Contract Services
City of Edinburg	Texas Department of Transportation
PO Box 1079	125 E. 11 th Street
Edinburg, TX 78540	Austin, TX 78701-2483

- 13.2. All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

15. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

17. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to State, Local Government, and, if federally funded, the FHWA, and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, State, Local Government, and the FHWA and their duly authorized

representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

Local Government shall comply with the regulations of the U. S. Department of Transportation (“DOT”) as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled “Equal Employment Opportunity,” as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

- 24.1. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- 24.2. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- 24.3. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- 24.4. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- 24.5. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- 24.6. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient, or sub-contractor 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 agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 26.1.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties 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.
- 26.2.** 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 federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 26.3.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. 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.

27. Insurance

- 27.1.** Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

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27.2. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

28.1. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

28.2. Local Government agrees that it shall:

- a. Obtain and provide to State a System for Award Management ("SAM") number (Federal Acquisition Regulation ("FAR") Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
- b. Obtain and provide to State a Data Universal Numbering System ("DUNS") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report the total compensation and names of its top five executives to State if:
 1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

29.1. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

29.2. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required

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annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated opposite that party's signature.

City of Edinburg

Date: _____

By: _____

Signature

Typed or Printed Name

Title

THE STATE OF TEXAS

Date: _____

By: _____

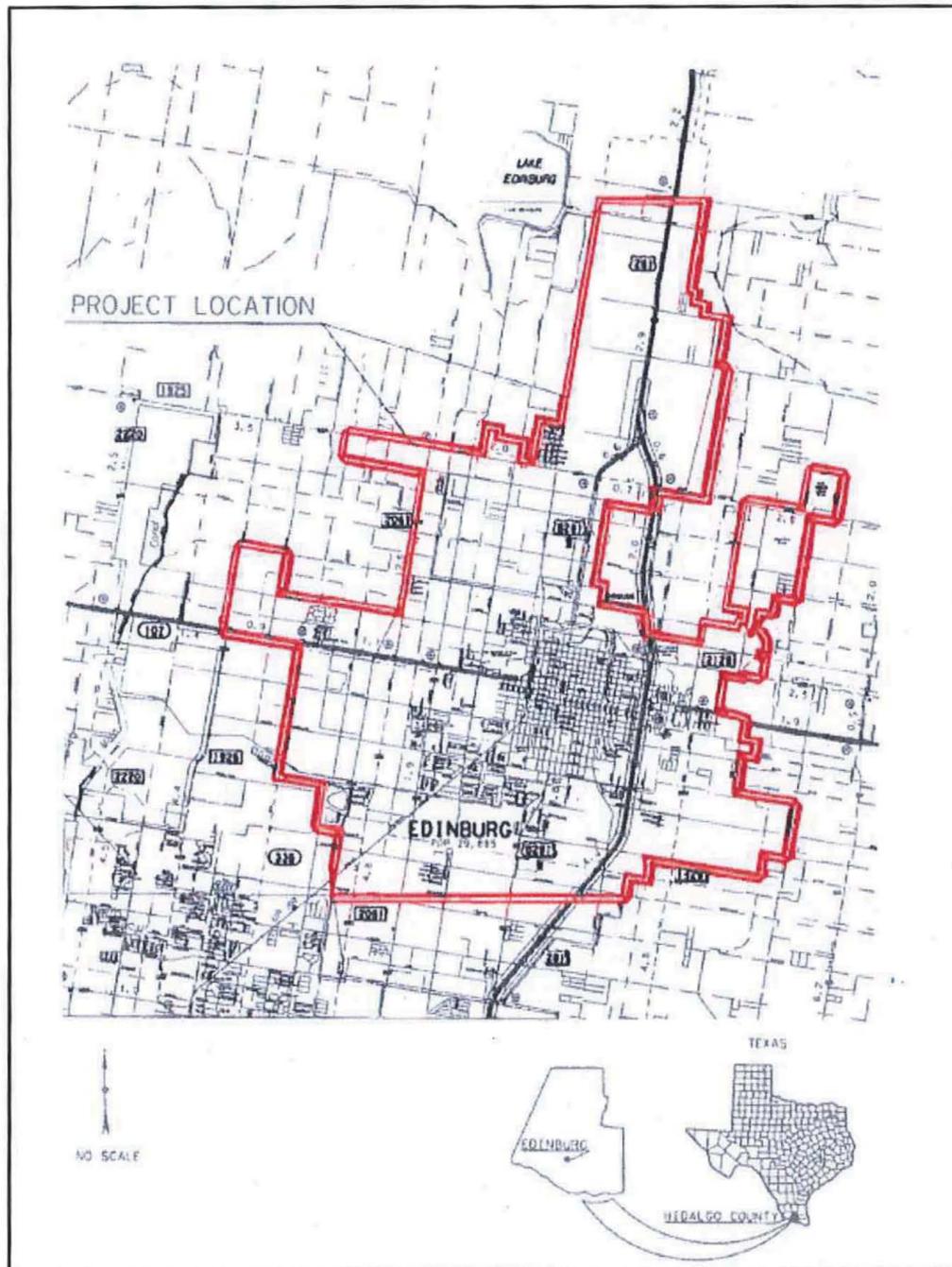
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

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ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

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ATTACHMENT B PROJECT LOCATION MAP



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ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering	\$150,000	80%	\$120,000	19%	\$28,500	1%	\$1,500
Work by LG Subtotal	\$150,000		\$120,000		\$28,500		\$1,500
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$30,000	0%	\$0	0%	\$0	100%	\$30,000
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	100%	\$0
Right of Way ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Indirect State Costs (6.2%)	\$9,300	0%	\$0	100%	\$9,300	0%	\$0
Direct & Indirect State Cost Subtotal	\$39,300		\$0		\$9,300		\$30,000
TOTAL PARTICIPATION	\$189,300		\$120,000		\$37,800		\$31,500

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The estimated total participation by Local Government is **\$31,500**, plus 100% of overruns.

Total estimated payment by Local Government to State is **\$30,000**.

¹Local Government's first payment of **\$30,000** is due to State within 30 days from execution of this contract.

²Local Government's second payment of **\$0** is due to State within 60 days prior to the Construction contract being advertised for bids.

³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are **\$120,000**.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligation to Finance the Construction of Street, Curb, and Sidewalk Improvements, Together With Utility Relocation and/or Drainage Improvements Related or Incidental Thereto. [Ascencion Alonzo, Director of Finance]

STAFF COMMENTS AND RECOMMENDATION:

On July 21, 2015, the City Council approved a resolution to allow the City to use funds within the General Fund to construct street, curb, sidewalk, and related drainage improvements in various locations of the City. In order for the City to continue its aggressive Capital Improvement Program and minimize escalating construction costs, the required funding needed to be obtained from the General Fund until the sale of the Certificates of Obligation Bonds was completed. The General Fund would then be reimbursed once the bonds were issued.

At this time, we are requesting approval of a resolution authorizing publication of notice of intent to issue Certificates of Obligation totaling \$4,500,000. Proceeds will be used to pay contractual obligations for costs associated with the street, curb, sidewalk, and related drainage improvements.

City staff reviewed, analyzed, and evaluated the City's current and future debt issue and anticipates that no property tax rate increase will be required to support this issuance.

RECOMMENDATION:

Approve Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligation to Finance the Construction of Street, Curb, and Sidewalk Improvements, Together With Utility Relocation and/or Drainage Improvements Related or Incidental Thereto.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO FINANCE THE CONSTRUCTION OF STREET, CURB, AND SIDEWALK IMPROVEMENTS, TOGETHER WITH UTILITY RELOCATION AND/OR DRAINAGE IMPROVEMENTS RELATED OR INCIDENTAL THERETO

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

WHEREAS, the City Council of the **CITY OF EDINBURG, TEXAS** (the "*City*") hereby determines that it is necessary and desirable to construct street, curb, and sidewalk improvements in various locations in the City, together with utility relocation and/or drainage improvements related or incidental thereto (the "*Projects*"); and

WHEREAS, the City Council of the City intends to finance the Projects from proceeds derived from the sale of one or more series of Combination Tax and Revenue Certificates of Obligation issued by the City pursuant to Sections 271.041 - 271.064, Texas Local Government Code, as amended; and

WHEREAS, pursuant to Section 271.049, Texas Local Government Code, the City Council deems it advisable to give notice of intention to issue certificates of obligation in an amount not to exceed an aggregate of \$4,500,000 in principal amount for the purpose of paying, in whole or in part, the Projects, to pay all or a portion of the legal, fiscal and engineering fees in connection with the Projects, and to pay the costs of issuance related to the certificates of obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS:

SECTION 1. APPROVAL OF NOTICE OF INTENTION. Attached hereto is a form of the "Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation," the form and substance of which is hereby adopted and approved.

SECTION 2. AUTHORIZATION TO PUBLISH NOTICE OF INTENTION. The City Secretary shall cause said Notice to be published in substantially the form attached hereto in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, that is of general circulation in the area of the City, on the same day in each of two consecutive weeks, the date of the first publication thereof to be at least 31 days before the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in said Notice. The City Manager, the Director of Finance and the City Secretary are each authorized to make changes to said Notice as necessary prior to its publication.

SECTION 3. INCORPORATION OF RECITALS. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

READ, CONSIDERED, PASSED AND APPROVED at a Regular Meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present, which was held in accordance with VTCA, Government Code, Section 551.041 on the 7th day of June, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

(City Seal)

APPROVED AS TO FORM BY CITY ATTORNEY:

Palacios, Garza & Thompson P.C.

By: _____
City Attorney

APPROVED AS TO FORM BY BOND COUNSEL:

McCall, Parkhurst & Horton L.L.P.

By: _____
Thomas K. Spurgeon

Signature Page to Notice of Intention Resolution Relating to
City of Edinburg, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016

**CITY OF EDINBURG, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

The City Council of the City of Edinburg, Texas (the "City") does hereby give notice of intention to issue *City of Edinburg, Texas Combination Tax and Revenue Certificates of Obligation*, in one or more series and in the maximum aggregate principal amount not to exceed \$4,500,000 for the purpose of paying, in whole or in part, contractual obligations incurred to (1) construct street, curb, and sidewalk improvements in various locations in the City, together with utility relocation and/or drainage improvements related or incidental thereto (the "Projects"), and (2) pay all or a portion of the legal, fiscal and engineering fees in connection with the Projects and the costs of issuance related to such Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a lien on and pledge of "Surplus Revenues" received by the City from the ownership and operation of the City's waterworks and sewer system. The City Council proposes to approve an ordinance authorizing the issuance of such Certificates of Obligation at a Regular Meeting of the City Council to be held at the Edinburg City Hall on Tuesday, July 19, 2016, beginning at 6:00 p.m. Central time.

Mayor, City of Edinburg, Texas

CERTIFICATE FOR RESOLUTION

**THE STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF EDINBURG**

§
§
§

I, the undersigned City Secretary of the **CITY OF EDINBURG, TEXAS** (the "*City*"), hereby certify as follows:

1. The City Council of the City (the "City Council") convened in Regular Meeting on June 7, 2016, at the City Hall (the "*Meeting*"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Richard H. Garcia, Mayor
Richard Molina, Councilmember Place 1
J.R. Betancourt, Councilmember, Place 2
Homer Jasso, Jr., Councilmember, Place 3
David Torres, Councilmember, Place 4

and all of the officers and members of the City Council were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written Resolution No. _____ (the "*Resolution*") entitled

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO FINANCE THE CONSTRUCTION OF STREET, CURB, AND SIDEWALK IMPROVEMENTS, TOGETHER WITH UTILITY RELOCATION AND/OR DRAINAGE IMPROVEMENTS RELATED OR INCIDENTAL THERETO

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: ____ NOES: ____ ABSTENTIONS: ____

2. A true, full and correct copy of the Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of said officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 7th day of June, 2016.

(SEAL)

City Secretary, City of Edinburg, Texas

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider a Resolution of Support to State Highway 68 in Hidalgo County, Texas for the Texas Department of Transportation. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Texas Department of Transportation requesting a Resolution of support supporting State Highway 68 in Hidalgo County, Texas, a north-south rural divided highway with future main lanes, overpasses, and interchanges on the east side of Hidalgo County, “for the purpose of facilitating the flow of traffic, promoting public safety, and maintaining continuity of the state highway system.”

State Highway 68 provides modal connectivity to the South Texas International Airport at Edinburg and is based on Hidalgo County’s lack of sufficient north-south mobility. State Highway 68 is to improve north-south mobility, increase travel capacity for local and regional traffic, and provide an alternate north-south evacuation route during emergency events.

RECOMMENDATION:

Approve Resolution of Support to State Highway 68 in Hidalgo County, Texas for the Texas Department of Transportation.

REVIEWED BY:

PREPARED BY:

Tomas D. Reyna,
Assistant Director of
Public Works

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

Ponciano N. Longoria,
P.E., CFM
Ponciano N. Longoria
PE, CFM

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTESTED

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM

PALACIOS, GARZA & THOMPSON P.C.

By: _____
City Attorney

BUDGET

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:

1. General Fund: FROM Motor Vehicle, Fuel, Oil, Etc. TO Office Equipment/Furniture, in the Amount of \$650. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
2. General Fund: FROM Equipment TO Motor Vehicles, in the Amount of \$8,640. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
3. General Fund: FROM Travel, Training, Meetings TO Recreation & Education; Buildings; and Swimming Pool, in the Amount of \$38,400. [Joe Filoteo, Director of Parks & Recreation]
4. General Fund: FROM Structures TO Air Conditioning Units, in the Amount of \$25,000. [Joe Filoteo, Director of Parks & Recreation]

STAFF COMMENTS AND RECOMMENDATION:

According to City Policy, all Transfer of Funds made from one Budget Category to another require Legislative approval, only after a written recommendation is submitted by the City Manager.

Consequently, City Council action is being requested to approve the Transfer of Funds to the appropriate account as a financial procedure. These expenditures were approved in the 2015-2016 Fiscal Year Budget.

RECOMMENDATION:

Approve the Transfers of Funds in the Fiscal Year 2015-2016 Budget, as Requested by the Department.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME GENERAL
DEPARTMENT PUBLIC WORKS

TRANSFER FROM:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
								*										
1	MOTOR VEHICLE FUEL, OIL, ETC	0	1	-	5	2	1	2	-	0	4	3	6	0	-	0	0	\$650.00
2																		
3																		
4																		
5				-					-						-			
6				-					-						-			
7				-					-						-			
Total															\$650.00			

TRANSFER TO:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
								*										
1	OFFICE EQUIPMENT/FURNITURE	0	1	-	5	2	1	4	-	0	4	5	5	0	-	0	0	\$650.00
2				-					-						-			
3				-					-						-			
4				-					-						-			
5				-					-						-			
6				-					-						-			
7				-					-						-			
Total															\$650.00			

EXPLANATION: MONIES NEEDED TO CARRY US THRU THE END OF FISCAL YEAR 2015-2016.

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUALS

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1. Jana Posa
Department Head

05/11/2016

3. [Signature]
City Manager

5/12/16

REVIEWED BY:

DATE ENTERED: ___/___/___

2. [Signature]
Director of Finance

05/11/2016

(White Copy- Finance Department/Pink Copy- Department's Copy)

RECEIVED

MAY 11 2016

CITY OF EDINBURG

AGER'S OFFICE

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME GENERAL
DEPARTMENT PUBLIC WORKS / STREETS

TRANSFER FROM:

ACCOUNT TITLE		ACCOUNT NUMBER													AMOUNT			
		*																
1	EQUIPMENT	0	1	-	5	2	4	2	-	0	4	4	1	0	-	0	0	\$8,640.00
2																		
3				-					-						-			
4				-					-						-			
5				-					-						-			
6				-					-						-			
7				-					-						-			
Total																	\$8,640.00	

TRANSFER TO:

ACCOUNT TITLE		ACCOUNT NUMBER													AMOUNT			
		*																
1	MOTOR VEHICLES	0	1	-	5	2	4	6	-	0	4	8	9	0	-	0	0	\$8,640.00
2																		
3				-					-						-			
4				-					-						-			
5				-					-						-			
6				-					-						-			
7				-					-						-			
Total																	\$8,640.00	

EXPLANATION: MONIES NEEDED FOR THE PURCHASE OF NEW VEHICLES. 7 TWO WAY BUDGET FOR NEW VEHICLES BUT ONLY 2 VEHICLES WERE BUDGETED

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUALS

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES No

ROUTE AS NUMBERED

1. REQUESTED BY: [Signature] DATE: 05 / 09 / 16
 Department Head

3. APPROVED BY: [Signature] 5/12/16
 City Manager

2. REVIEWED BY: [Signature] 05 / 11 / 2016
 Director of Finance

DATE ENTERED: ___ / ___ / ___

(White Copy- Finance Department/Pink Copy- Department's Copy)

RECEIVED

MAY 11 2016

CITY OF EDINBURG
 CITY MANAGER'S OFFICE

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME GENERAL
DEPARTMENT RECREATION

TRANSFER FROM:

ACCOUNT TITLE		ACCOUNT NUMBER													AMOUNT				
								*											
	Traveling, Training, Meetings	0	1	-	5	3	3	5	-	0	4	7	7	0	-	0	0	22,000	
	Traveling, Training, Meetings	0	1	-	5	3	3	5	-	0	4	7	7	0	-	0	0	9,900	
	Traveling, Training, Meetings	0	1	-	5	3	3	5	-	0	4	7	7	0	-	0	0	6,500	
Total																	38,400		

TRANSFER TO:

ACCOUNT TITLE		ACCOUNT NUMBER													AMOUNT			
								*										
	Recreation & Education	0	1	-	5	3	3	2	-	0	4	3	4	0	-	0	0	22,000
	Buildings	0	1	-	5	3	3	3	-	0	4	4	5	0	-	0	0	9,900
	Swimming Pool	0	1	-	5	3	3	4	-	0	4	6	5	0	-	0	0	6,500
Total																	38,400	

Transfers needed to cover expenditures that will be done at the Municipal Waterpark located at South Park.

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL YES No

ROUTE AS NUMBERED

1. *[Signature]* DATE: 5/20 3. *[Signature]* 5/24/16
 Department Head City Manager

2. *[Signature]* DATE ENTERED: 5/20/16
 Director of Finance

(White Copy- Finance Department/Pink Copy- Department's Copy)

RECEIVED

MAY 20 2016

CITY OF EDINBURG
 CITY MANAGER'S OFFICE
 Page 451

CONSENT AGENDA

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JUNE 07, 2016

Consider Rescheduling the Tuesday, June 21, 2016 Regular City Council Meeting to Tuesday, June 28, 2016. [Myra L. Ayala Garza, City Secretary]

STAFF COMMENTS AND RECOMMENDATION:

The City Charter for the City of Edinburg, Article III, Section 2, specifically requires that the City Council shall meet not less frequently than once each month. In adherence to the City Charter, it was prescribed by ordinance and codified in the Code of Ordinances, Chapter 31, Section 31.01, Rule I, that Regular Meetings shall be held on the first and third Tuesdays of each month.

Due to a possible lack of quorum it is being recommended that the Tuesday, June 21, 2016 City Council regularly scheduled meeting be rescheduled to Wednesday, June 22, 2016.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action on the date of the next scheduled meeting.

RECOMMENDATION:

Approve Rescheduling the Tuesday, June 21, 2016 Regular City Council Meeting to Tuesday, June 28, 2016.

REVIEWED BY:

PREPARED BY:

Clarice Y. Balderas,
Administrative Assistant

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Myra L. Ayala Garza
Myra L. Ayala Garza
City Secretary

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember