



**EDINBURG CITY COUNCIL**  
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

**Location:** City of Edinburg  
City Hall-Council Chambers  
415 West University Dr.  
Edinburg, Texas 78541  
**OCTOBER 18, 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. ORDINANCES**

- A. Consider Ordinance Providing for the Ratification of a the Issuance of a Temporary Special Use Permit and Waiver of Fees for University Draft House “Beer Fest”, Held on Saturday, October 15, 2016, at the Edinburg City Hall Courtyard, Located at 415 West University Dr., as Requested by The Edinburg Arts Foundation, and The Edinburg Chamber of Commerce. [Jesus R. Saenz, Director of Planning and Zoning]
- B. Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Application Fee for the “Step up for Down Syndrome Awareness Walk” to be held Saturday, October 29, 2016, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Deborah Tomai. [Jesus Saenz, Director of Planning and Zoning]
- C. Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Application Fee for the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg) to

be held Saturday, October 22, 2016, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Pamela Jaramillo. [Jesus Saenz, Director of Planning and Zoning]

- D. Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Officers. [Christina Flores, Director of Human Resources/Civil Service Director]
- E. Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Firefighters. [Christina Flores, Director of Human Resources/Civil Service Director]
- F. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title IX, General Regulations, Chapter 97, Parks and Recreation, Section 97.87, Recreation Sport Programs and Recreation Family Leisure Programs Fees. [Joe Filoteo, Director of Parks and Recreation]

**V. VARIANCE**

- A. Consider Variance Request to the City's Unified Development Code as Follows: Article 7 – Plat and Site Plan Design, Division 7.400 Subdivision Development and Design, for Lakewood Apartments Subdivision, a 1.47 Acre Tract of Land out of Lot 10, Section 244, Texas Mexican Railway Company Survey, Located on the South Side of Rogers Road between Closner Blvd (US Bus 281) and I69C, as Requested by AGES Engineering and Services. [Jesus R. Saenz, Director of Planning & Zoning]

**VI. AWARDING OF BIDS**

- A. Consider Awarding Bid No. 2016-93, Car Wash Services for Item #1 to Blue Wave Express, LLC for their Unit Price of \$3.00 for Exterior Services Only and Item #2 to 107 Monster Car Wash, LLC for their Unit Price of \$20.00 for Full Car Wash (Interior & Exterior) Services, and Authorize the City Manager to Enter into Agreements Relating Thereto. [David White, Chief of Police]
- B. Consider Awarding Bid No. 2017-03, Commercial Metal Containers to Roll-Offs USA and Wastequip Mfg. Co. LLC., Per Unit Prices as Listed. [Ramiro L. Gomez, Director Solid Waste Management]
- C. Consider Awarding Bid No. 2017-05, Purchase of Two ½ Ton Trucks to Caldwell Country Chevrolet in the Amount of \$73,610. [Ramiro L. Gomez, Director Solid Waste Management]
- D. Consider Awarding Bid No. 2017-07, Purchase of Two (2) New Commercial Right Hand Drive Side Load Retrievers to Rush Truck Centers of Texas in the Amount of \$523,241.48. [Ramiro L. Gomez Jr., Director of Solid Waste Management]
- E. Consider Awarding Bid No. 2017-08, Purchase of Two (2) Residential Automated Right Hand Drive Side Load Retrievers to Rush Truck Centers of Texas, in the Amount of \$635,307.28. [Ramiro L. Gomez, Director of Solid Waste Management]

- F. Consider Awarding Bid No. 2017-09, Purchase of a New Automated Waste Tarping System to Tarpomatic, Inc., in the Amount of \$105,642. [Ramiro L. Gomez, Director Solid Waste Management]
- G. Consider Awarding Bid No. 2017-10, Purchase of Three (3) New Brush Trucks with a 30 Cu. Yd. Hydraulic Dump Body to Doggett Freightliner of South Texas, in the Amount of \$305,529. [Ramiro L. Gomez, Director of Solid Waste Management]
- H. Consider Awarding Bid No. 2017-11, Purchase of a New Left Hand Drive Commercial Front Load Retriever to Rush Truck Centers of Texas, in the Amount of \$288,239.52. [Ramiro L. Gomez Jr., Director of Solid Waste Management]
- I. Consider Awarding Bid No. 2017-12, Purchase of One (1) ¾ Ton Crew Cab Truck and Bid No. 2017-13, Purchase of One (1) ¾ Ton Super Cab Truck to Tipton Motors, Inc., in the Amount of \$86,815. [Ramiro L. Gomez, Director Solid Waste Management]
- J. Consider Awarding Bid No. 2017-15, Rental of D4 Dozer to Holt Cat, Per Monthly Unit Price as Listed. [Ramiro L. Gomez, Director Solid Waste Management]
- K. Consider Awarding Bid No. 2017-16, Universal Nestable and Litter Containers to Toter Incorporated and Rotational Molding, Inc., Per Unit Prices as Listed. [Ramiro L. Gomez, Director Solid Waste Management]
- L. Consider Awarding RFP 2016-021, Emergency Medical Services with Mobile Intensive Care Ambulance Service to the Qualified Firm(s) and Authorize the City Manager to Negotiate and Enter Into a Professional Services Contract with Such Firm(s) as Pursuant to the City's Ordinances and Procurement Policies. [Shawn Snider, Fire Chief]
- M. Consider Authorizing the Purchase of a 2017 Sewer Vacuum Truck from Freightliner of Austin, through the Local Government Purchasing Contract (Buyboard), in the Amount of \$349,294.50. [Arturo Martinez, Director of Utilities]
- N. Consider Authorizing the Purchase of Two (2) Automated License Plate Reader Camera Systems and a LEARN Server Account from Comprehensive Communication Services through the Texas Department of Information Resources (DIR), in the Amount of \$45,182.64. [David White, Chief of Police]
- O. Consider Awarding the City of Edinburg's Fiscal Year 2015-2016 Audit to Long Chilton, LLP, Certified Public Accountants, in the Amount of \$75,000 and Authorize the City Manager to Execute Engagement Letter Relating Thereto. [Ascencion Alonzo, Director of Finance]

## **VII. CONTRACTUALS**

- A. Consider Approving the Agreement for Professional Services Contract for Planning and Engineering Services for the CSJ: 0921-02-345 Edinburg Bicycle and Pedestrian Master Plan to Halff Associates, Inc. based on RFQ 2016-002, and Authorize the City Manager to Enter into an Agreement Relating Thereto Pursuant to the City's

Ordinances and Procurement Policies. [Ponciano N. Longoria P.E., C.F.M., Director of Engineering]

- B.** Consider Authorizing the City Manager to Enter Into a Second Amendment to Contract Between the City of Edinburg and Valley Metro Security, LLC., for the Professional Security Guard Services to Exercise Second Option to Extend Contract for an Additional One-Year Term. [Ramiro L. Gomez, Director Solid Waste Management]
- C.** Consider Authorizing the City Manager to Execute a Dedication Agreement for a Twenty Foot Easement and Allow for the Funding of the Relocation of a 2 3/8 Inch Gas Distribution Line at the Edinburg Regional Sanitary Landfill by Vernon E. Faulconer, Inc. Owner and Operator of Youngblood #1 Well (U 2368) San Salvador Field. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]
- D.** Consider Approval of an Amendment to the Waste Disposal Agreement Between City of Edinburg and Waste Management of Texas, Inc., to Amend their Current Waste Acceptance Operational Schedule to Allow for Extended Delivery Times and Wavier of the Fees Associated with Extended Delivery Times. [Ramiro L. Gomez, Director Solid Waste Management]
- E.** Consider Authorizing the City Manager to Enter into an Engineering Agreement with Golder Associates, Inc., for Ground Water Sampling, Analysis and Reporting; Construction Quality Control and Assurance; Construction Surveying; Technical/Construction Oversight, Site Evaluation, Reporting Assistance to the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations in the Amount Not-to-Exceed \$400,765. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]
- F.** Consider Authorizing the City Manager to Enter Into an Agreement with the Edinburg Chamber of Commerce for the Period of October 01, 2016 through September 30, 2017 for Funding from the General Fund. [Sonia Marroquin, Assistant City Manager]
- G.** Consider Authorizing the City Manager to Enter into an Agreement with the Museum of South Texas History for the Period of October 01, 2016 through September 30, 2017, for funding from the Hotel Occupancy Tax Fund and General Fund. [Sonia Marroquin, Assistant City Manager]
- H.** Consider Authorizing the City Manager to Enter Into an Agreement with the Edinburg Convention & Visitors Bureau, a Division of the Edinburg Chamber of Commerce, for the Period of October 01, 2016 through September 30, 2017, for Funding from the Hotel Occupancy Tax Fund. [Sonia Marroquin, Assistant City Manager]
- I.** Consider Renewal of the Professional Services Contract with Holland & Knight, LLP for Legislative Consulting Services and Authorize the City Manager to Execute Same. (*Motion Required to Remove from Table. This Item was Tabled at the March 22, 2016 City Council Regular Meeting.*) [Richard M. Hinojosa, City Manager]

- J.** Consider Authorizing the City Manager to Enter Into Community Development Block Grant Subrecipient Agreements Between the City of Edinburg and the Following: Amigos Del Valle, Inc., Children’s Advocacy Center of Hidalgo County, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), and Salvation Army. [Marissa Garza, Director of Community Development/Grants Management]
- K.** Consider Authorizing the City Manager to Enter Into an Interlocal Cooperation Agreement Between the County of Hidalgo – Urban County Program, City of Edinburg, and the Affiliate Agencies for the Submittal of a Regional Assessment of Fair Housing Plan. [Marissa Garza, Director of Community Development/Grants Management]
- L.** Consider Authorizing the City Manager to Enter Into and Execute a Memorandum of Understanding (MOU) Between the Lower Rio Grande Development Council (LRGVDC) and the City of Edinburg. [David White, Chief of Police]
- M.** Consider Authorizing the City Manager to Execute an Inter-local Agreement between the City of Edinburg and Edinburg Consolidated Independent School District for the Robert Vela High School Paving and Drainage Improvements. [Ponciano N. Longoria, P.E., C.F.M., Director of Engineering]
- N.** Consider Authorizing the City Manager to Enter Into an Agreement with the UTRGV Athletics for the Period of November 18, 2016 through November 19, 2017 for \$10,000 in funding from the General Fund. [Sonia Marroquin, Assistant City Manager]
- O.** Consider Amendment and Revision to the Frequency Reconfiguration Agreement with Nextel of Texas and Authorize the City Manager to Execute Documents Relating Thereto. [Shawn Snider, Fire Chief]

**VIII. RESOLUTION**

- A.** Consider Resolution Authorizing City Manager to Proceed with the Implementation of a Program Under the Edinburg Housing Finance Corporation in Accordance with the Provisions of Chapter 394 of the Texas Local Government Code. [Richard M. Hinojosa, City Manager]

**IX. WAIVERS**

- A.** Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Auditorium for a Department of Labor (DOL) Law Seminar, to be Held on Wednesday, October 26, 2016, as Requested by the Edinburg Chamber of Commerce. [Richard M. Hinojosa, City Manager]
- B.** Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for a Winter Coat Drive Chalupa Bingo Fundraiser to be held on Sunday, November 6, 2016, as Requested by The Rainbow Room. [Richard M. Hinojosa, City Manager]
- C.** Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the 'Welcome Back Winter Texan Event & Expo' to be Held on

Thursday, November 17, 2016, as Requested by the Edinburg Chamber of Commerce. [Richard M. Hinojosa, City Manager]

- D. Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg City Auditorium for the 'Miss Edinburg 2017 Scholarship' Pageant to be held on Saturday, November 26, 2016, as Requested by Minerva Olivarez & Elite Productions. [Richard M. Hinojosa, City Manager]
- E. Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the Edinburg Beef Club BBQ's on Friday, January 27, 2017 and Friday, April 21, 2017. [Sonia Marroquin, Assistant City Manager]

## **X. APPOINTMENTS**

- A. Discuss and Consider Appointments to the City Advisory Boards and Committees for the Following:
  - 1. All- American City10K Advisory Board, One Member
  - 2. Edinburg Housing Authority Board, Two Members (Mayor Appointed)
  - 3. Planning and Zoning Commission, One Member

## **XI. BUDGET**

- A. Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:
  - 1. General Fund: FROM Supplies TO Contractuals, in the Amount of \$6,000. [Leo Gonzales, Director of Information Technology]
  - 2. General Fund: FROM Professional Services TO Office Equipment & Furniture; and Office Supplies, in the Amount of \$800. [Myra L. Ayala Garza, City Secretary]
  - 3. General Fund: FROM Professional Services TO Communications; and Rents & Contracts, in the Amount of \$7,100. [Myra L. Ayala Garza, City Secretary]
  - 4. General Fund: FROM Rents & Contractuals TO Other, in the Amount of \$11,000. [David White, Chief of Police]
  - 5. General Fund: FROM Food; Motor Vehicles Fuel, Oil, Etc.; Janitorial; Office Equipment & Furniture; Training School; Equipment; Machines & Equipment; Building & Structures; Communications; Printing; Professional Services; Rents & Contractuals; and Other TO Overtime; Insurance; Seniority; Certification; and Taxes, in the Amount of \$145,000. [Shawn M. Snider, Fire Chief]
  - 6. General Fund: FROM Motor Vehicles; Building; and Equipment TO Group Insurance; and Taxes, in the Amount of \$9,900. [Joe Filoteo, Director of Parks & Recreation]
  - 7. General Fund: FROM Communications; Utilities; Membership Dues, Subscr; Printing; Professional Services; Rents & Contractuals; Chemicals-Medical & Lab; and Promotional Supplies TO Part-Time Wages, in the Amount of \$75,000. [Joe Filoteo, Director of Parks & Recreation]

8. General Fund: FROM Travel Training, Meetings TO Office Supplies; Wearing Apparel; and Office Equipment & Furniture, in the Amount of \$3,000. [Ascencion Alonzo, Director of Finance]
9. General Fund: FROM Streets and Alleys TO Longevity; Salaries; Group Insurance; Disability Insurance; Communications; Taxes; and Retirement, in the Amount of \$45,100. [Ascencion Alonzo, Director of Finance]
10. General Fund: FROM Land TO Transfer Out Construction Fund, in the Amount of \$36,000. [Ponciano Longoria, P.E., C.F.M., Director of Public Works]
11. Utility Fund: FROM Professional Services TO Machines & Equipment, in the Amount of \$10,000. [Arturo Martinez, Director of Utilities]
12. Solid Waste Management Fund: FROM Professional Services TO Motor Vehicles, in the Amount of \$25,000. [Ramiro Gomez, Director of Solid Waste Management]

## **XII. CONSENT AGENDA**

- A. Consider Approval of City Council Minutes for 2014 Regular and Special Meetings; and a 2007 Special Meeting. [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.

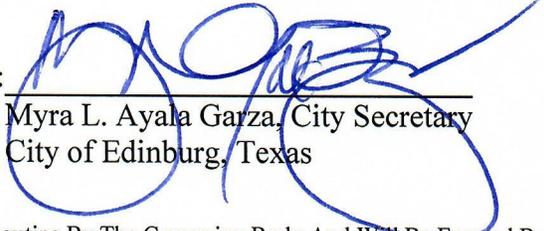
- A. Discussion and Possible Action Regarding Legal Issues Concerning Waiver of Mowing Lien(s) for Lot 6, Block 5, Lull Townsite, Edinburg, Hidalgo County, Texas. (§551.071. Consultation with Attorney; Closed Meeting.)
- B. Discussion and Possible Action Regarding Legal Issues Concerning Cause No. C-6817-14-A; City of Edinburg (Police Headquarters) vs. Enriquez Enterprises, Inc. and Velasco Construction & Development, LP., et al; In the 93rd Judicial District Court of Hidalgo County, Texas. (Sec. 551.071. Consultation with Attorney; Closed Meeting)
- C. Discussion and Possible Action Regarding Economic Incentives Pertaining to Project Square. (§551.071. Consultation with Attorney; Closed Meeting; §551.072. Deliberation Regarding Real Property; Closed Meeting; and §551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting)
- D. Discussion and Possible Action Regarding Legal Issues Concerning Proposed Lease Agreement for Use of Soccer Fields. (§551.071. Consultation with Attorney, Closed Meeting; and §551.087 Deliberations Regarding Economic Development Negotiations, 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 October 14, 2016 at 4:35 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.

# ORDINANCES

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Ordinance Providing for the Ratification of a the Issuance of a Temporary Special Use Permit and Waiver of Fees for University Draft House “Beer Fest”, Held on Saturday, October 15, 2016, at the Edinburg City Hall Courtyard, Located at 415 West University Dr., as Requested by The Edinburg Arts Foundation, and The Edinburg Chamber of Commerce. [Jesus R. Saenz, Director of Planning and Zoning]

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**STAFF COMMENTS AND RECOMMENDATION:**

The applicant requested a Temporary Special Use Permit for The University Draft House “Beer Fest” held on Saturday, October 15, 2016. The event started at 6:30 p.m. and ended at approximately 10:30 p.m. at the Edinburg City Hall Courtyard, 415 West University Dr. The University Draft House “Beer Fest” encompasses an array of beer sampling from different places of the world in which the audience had access to taste different and unique types of beers. Pursuant to applicant's request a Temporary Special Use Permit was issued.

In addition, the applicant is requesting a waiver of all fees associated with this event. The proceeds from the University Draft House “Beer Fest” will go to the City of Edinburg Arts Foundation and the City of Edinburg Chamber of Commerce.

**RECOMMENDATION:**

Staff recommends approval of the Ordinance Providing for the Ratification of the Issuance of a Temporary Special Use Permit for The University Draft House “Beer Fest”. Waiver of fees for this event is subject to City Council approval.

**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

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**MEETING DATES:**  
**CITY COUNCIL – 10/18/16**  
**DATE PREPARED – 09/22/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Temporary Special Use Permit and Waiver of Application Fee for the University Draft House “Beer Fest”

**APPLICANT:** Edinburg Arts Foundation/Edinburg Chamber of Commerce

**AGENT:** N/A

**LEGAL:** Edinburg City Hall Courtyard

**LOCATION:** 415 West University Dr.

**LOT/TRACT SIZE:** N/A

**CURRENT USE OF PROPERTY:** City of Edinburg (City Hall)

**PROPOSED USE OF PROPERTY:** University Draft House Beer Fest

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

**LAND USE PLAN DESIGNATION:** Suburban/Downtown (D) District

**ACCESS AND CIRCULATION:** This property has access onto University Dr. (State Highway 107)

**PUBLIC SERVICES:** Public utilities serve the site.

**RECOMMENDATION:** Staff recommends approval of the Temporary Special Use Permit for the University Draft House “Beer Fest”. A comprehensive evaluation is on the following page(s).

**SPECIAL USE PERMIT  
UNIVERSITY DRAFT HOUSE BEER FEST**

**EVALUATION AND CONDITIONS FOR APPROVAL**

The following is the staff's evaluation and conditions for approval of this application. The University Draft House Beer Fest consists of a one (1) day outdoor event see attached letter.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:  
Saturday – October 15, 2016 – 6:30 p.m. to 10:30 p.m.  
**The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.**
2. **Access Control:** The main access for this event will be from 415 West University Dr. (State Highway 107).
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off containers and plastic carts from the Solid Waste Department for this event if necessary.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.
7. **Site Restoration:** City Staff and Event Volunteers will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The Beer Fest will occur on City Property and will not impede traffic or cause disturbance for vehicular traffic. A hold Harmless Agreement will be signed and provided by the Organizers of the event.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

**ATTACHMENTS:** Letter of Request

# University Draft House BeerFest

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University Draft House BeerFest is a fundraising event benefiting the renovation of Edinburg's historical buildings. Benefiting projects include the restoration and upkeep of the historic Edinburg Depot (Edinburg Chamber of Commerce) and the proposed Cultural Arts Center in Edinburg.

50% of proceeds will go to the Edinburg Chamber of Commerce and the other 50% will go to the Edinburg Arts Foundation. All income, ticket sales and sponsorships are being managed by the Edinburg Chamber of Commerce directly, all auction item donations are being handled and housed by the Edinburg Arts Foundation. No monies are being handled by the University Draft House; University Draft House is providing marketing, food from various restaurants, and all the beer and wine for the festival.

At this time we are respectfully requesting the use of the City Hall Courtyard and all required City equipment and staff to ensure the success of this altruistic fundraiser that will benefit the a fore mentioned historical down town buildings.

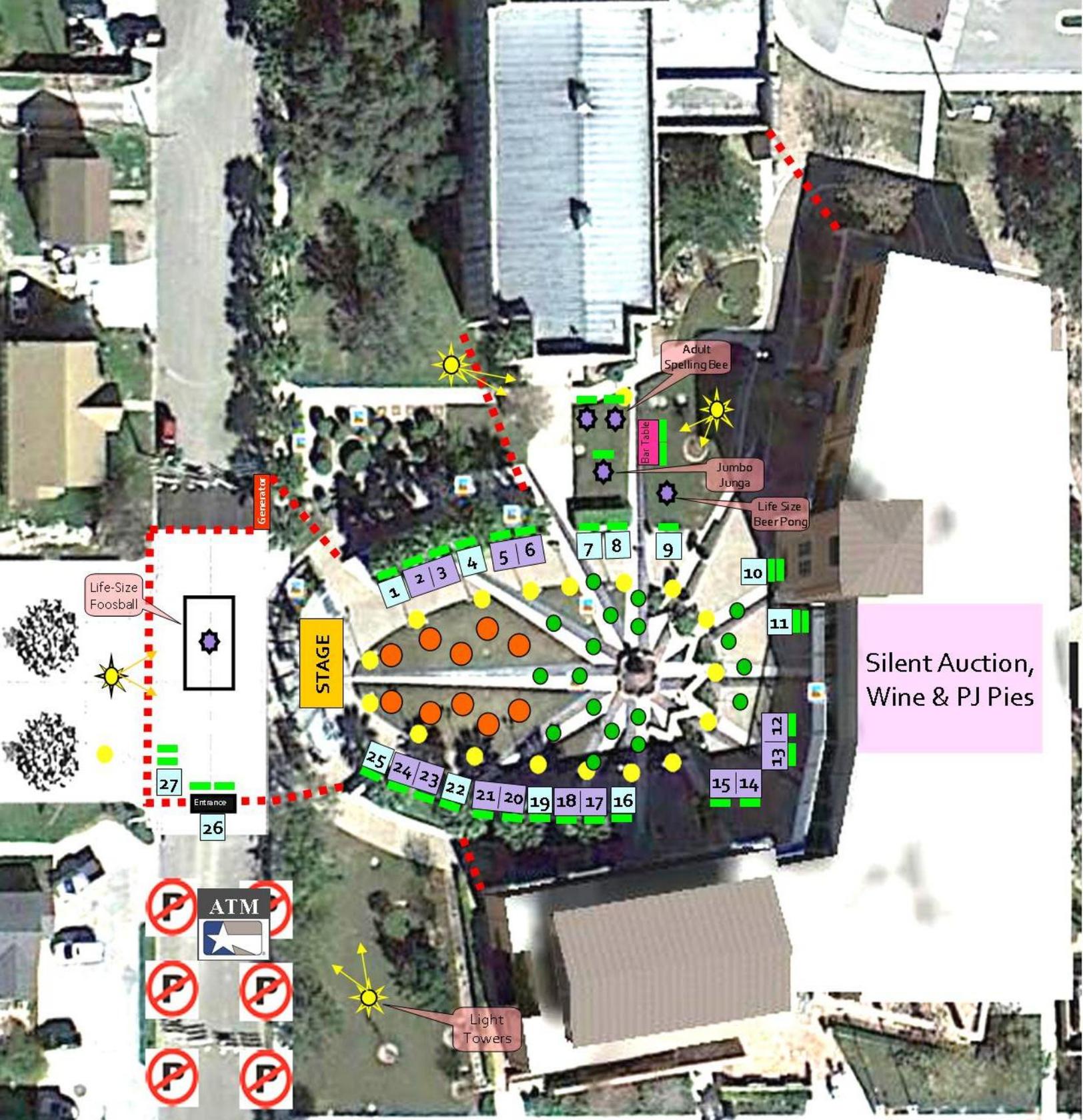
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University Draft House BeerFest is from 6:30 p.m. – 10:30 p.m. on October 15<sup>th</sup>, or October 22<sup>nd</sup>, pending Baloonapalooza festival date approval.

Blackboard Auction commences at 6:30 p.m. and starts closing starting at 8:30 p.m. in phases; there are 6 black board tables inside the Edinburg City Hall Lobby.

Live Auction will take place at 9:00 p.m. outdoors; live music and entertainment will take place before and after Live Auction. Live auction and music will take place on stage by the City Hall Courtyard Archway.

The partner organizations are asking for waiver of all fees related to the Festival. The City of Edinburg will be listed as additional insured on the event insurance.



Silent Auction,  
Wine & PJ Pies

**Main Entrance**

- 10x10
- 10x20
- Round Tables
- Cocktail Tables
- Games
- Tables

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
10. Information Booth
11. Cashier
- 12.
- 13.
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- Page 15**
27. Parting Gifts

**STATE OF TEXAS**

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**HOLD HARMLESS AGREEMENT**

**COUNTY OF HIDALGO**

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**CITY OF EDINBURG**

This agreement is entered into this 18<sup>th</sup> day of October, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Edinburg Arts Foundation / Edinburg Chamber of Commerce, University Draft House, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

**WITNESSETH:**

**I.**

**INDEMNITY**

Edinburg Arts Foundation / Edinburg Chamber of Commerce, University Draft House shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted October 18, 2016 for the University Draft House Beer Fest to be held on Saturday, October 15, 2016, from 6:00 p.m. – 10:30 p.m. at the Edinburg City Hall Courtyard (415 West University Dr.), Edinburg, Hidalgo County, Texas. Edinburg Arts Foundation / Edinburg Chamber of Commerce, University Draft House, shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on October 4, 2016, for the University Draft House Beer Fest to be held on Saturday October 15, 2016 from 6:00 p.m. – 10:30 p.m. at the Edinburg City Hall Courtyard (415 West University Dr.) Hidalgo County, Texas.

**EXECUTED** this the 18<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
Richard M. Hinojosa., City Manager

PALACIOS, GARZA & THOMPSON, P.C.

**Indemnitor; University Draft House Beer Fest**

By: \_\_\_\_\_  
City Attorney

BY: \_\_\_\_\_  
Edinburg Arts Foundation

BY: \_\_\_\_\_  
Edinburg Chamber of Commerce

BY: \_\_\_\_\_  
University Draft House

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE RATIFYING THE ISUANCE OF A TEMPORARY SPECIAL USE PERMIT FOR THE UNIVERSITY DRAFT HOUSE BEER FEST AND WAIVER OF APPLICATION FEE, LOCATED AT THE EDINBURG CITY HALL COURTYARD, LOCATED AT 415 WEST UNIVERSITY DRIVE), AS PROVIDED IN ARTICLE 2.511 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**, University Draft House was granted for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the University Draft House Beer Fest and Waiver of Application Fee on Saturday, October 15, 2016; and,

**WHEREAS**, this type of activity is prohibited by said Unified Development Code unless a Temporary Special Use Permit is granted; and

**WHEREAS**, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote to ratify the issuance of a temporary special use permit the location of this type of activity in any zoning district.

**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 Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Edinburg Arts Foundation / Edinburg Chamber of Commerce for the University Draft House Beer Fest and Waiver of Application Fee to be held at the Edinburg City Hall Courtyard, located at 415 West University Dr., with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, October 15, 2016 from 6:00 p.m. to 10:30 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from 415 West University Dr.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off container from the Solid Waste Department for this event if necessary.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The Beer Fest will occur on City Property and will not impede traffic or cause disturbance for vehicular traffic. A Hold Harmless Agreement will be signed and provided by the Organizers of the event.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.
11. The special use permit may be revoked by City Council for any violations of City and TABC regulations.

is hereby ratified.

**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 18<sup>th</sup> day of October, 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/rlg-ordinances/sup-Univeristy Draft House beer fest – 10/4/16

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Application Fee for the “Step up for Down Syndrome Awareness Walk” to be held Saturday, October 29, 2016, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Deborah Tomai. [Jesus Saenz, Director of Planning and Zoning]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Ms. Deborah Tomai is requesting a Temporary Special Use Permit for the “Step Up For Down Syndrome Awareness Walk” on the date specified above to be held at Edinburg Municipal Park. This request is being coordinated with the Parks and Recreation, Edinburg World Birding Center, Health Division, Fire, Solid Waste, and Police Departments.

**RECOMMENDATION:**

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit and Waiver of Application Fee for the “Step Up For Down Syndrome Awareness Walk” to be held Saturday, October 29, 2016 at the Edinburg Municipal Park, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road. If approved, the applicant will need to comply with all City requirements for this event.

**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:**  
**CITY COUNCIL – 10/04/16**  
**DATE PREPARED – 09/22/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Temporary Special Use Permit and Waiver of Application Fee for the “Step Up For Down Syndrome Awareness Walk”

**APPLICANT:** Deborah Tomai

**AGENT:** N/A

**LEGAL:** South half of Lot 11, Section 268, Texas-Mexican Railway Company Survey

**LOCATION:** 714 South Raul Longoria Road

**LOT/TRACT SIZE:** N/A

**CURRENT USE OF PROPERTY:** Edinburg Municipal Park

**PROPOSED USE OF PROPERTY:** Awareness Walk

**EXISTING LAND USE/  
ADJACENT ZONING:** North - Park; Suburban Residential (S) District  
South – Park; Suburban Residential (S) District  
East - Outside City Limits  
West - Residential; Neighb. Conserv. 5 (NC5) Dist.

**LAND USE PLAN DESIGNATION:** Park

**ACCESS AND CIRCULATION:** This property has access onto Doolittle Road, a two (2) lane principal arterial roadway and Sprague Street, a two (2) lane collector roadway

**PUBLIC SERVICES:** Public utilities serve the site.

**RECOMMENDATION:** Staff recommends approval of the Temporary Special Use Permit for “Step up for Down Syndrome Awareness Walk” in Edinburg”. A comprehensive evaluation is on the following page(s).

**SPECIAL USE PERMIT  
“STEP UP FOR DOWN SYNDROME AWARENESS WALK”**

**EVALUATION AND CONDITIONS FOR APPROVAL**

The following is the staff’s evaluation and conditions for approval of this application. The Step Up for Down Syndrome Awareness Walk in Edinburg consists of a one (1) day event.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:  
Saturday – October 29, 2016 – 6:00 a.m. to 3:00 p.m. (Awareness Walk)  
**The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.**
2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center parking lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide twenty containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** Little noise will be generated and a PA System will be set for brief speeches.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

**ATTACHMENTS:** Aerial Photo  
Hold Harmless Agreement  
Ordinance



August 2016

Dear Edinburg City Council,

Thank you for supporting the Rio Grande Valley Down Syndrome Association's Step UP for Down Syndrome Awareness Walks!

Since 2013, **more than 6000 people** have participated in the annual Step UP for Down Syndrome Awareness Walk at the Edinburg Municipal Park **to celebrate** the abilities and accomplishments of **people with Down syndrome** throughout the Rio Grande Valley. Every year, the Parks and Recreation staff have been incredibly helpful, and we appreciated that City Council members have issued proclamations and attended the event. **The Walk would NOT have been possible without your support.**

**Would the City of Edinburg be willing to waive fees for the Walk this year?** We will recognize the City as a sponsor on promotional materials – posters, Tshirts, etc.

We are hoping to use both pavilions at Edinburg Municipal Park on Saturday, October 29, 2016. We will have many of the same events – bounce houses, food, the fire department and sheriff's office, plus additional activities for families. Our goal is that 3000 people will participate this year.

Funds raised at the event support RGVDSA.

#### **Our Core Programs**

- New parent support
- Educational seminars
- Family special events
- Educational lending library
- Playgroups promoting social development
- Website

RGVDSA is a registered 501(c)3 organization.

Thank you for considering this request. If you have any questions, I can be reached at 808-753-1598 (cell) or [info@rgvdsa.org](mailto:info@rgvdsa.org). Please also visit [www.rgvdsa.org](http://www.rgvdsa.org) for more information on our organization.

With deepest appreciation,

Deborah Tomai  
President



**Legend**  
 City Limits

# STEP UP FOR DOWN SYNDROME



**STATE OF TEXAS**

§

**HOLD HARMLESS AGREEMENT**

**COUNTY OF HIDALGO**

§

**CITY OF EDINBURG**

This agreement is entered into this 18<sup>th</sup> day of October, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and RGV Down Syndrome Association, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

**WITNESSETH:**

**I.**

**INDEMNITY**

RGV Down Syndrome Association, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted October 18, 2016 for the “Step Up for Down Syndrome Awareness Walk” to be held on Saturday, October 29, 2016, from 9:00 a.m. – 12:00 p.m. at the Edinburg Municipal Park, being the north half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas. RGV Down Syndrome Association shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on October 18, 2016, for the “Step Up for Down Syndrome Awareness Walk” to be held on Saturday, October 29, 2016 from 9:00 a.m. – 12:00 p.m. at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas.

**EXECUTED** this the 18<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

**APPROVED AS TO FORM**

PALACIOS, GARZA & THOMPSON, P.C.

By: \_\_\_\_\_  
Richard M. Hinojosa, City Manager

By: \_\_\_\_\_  
City Attorney

**Indemnitor – RGV Down Syndrome**

By: \_\_\_\_\_  
Deborah Tomai

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE “STEP UP FOR DOWN SYNDROME AWARENESS WALK” AND WAIVER OF APPLICATION FEE, TO BE HELD SATURDAY, OCTOBER 29, 2016, AT THE EDINBURG MUNICIPAL PARK, BEING THE NORTH HALF OF LOT 11, SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 714 SOUTH RAUL LONGORIA ROAD, AS PROVIDED IN ARTICLE 2.511 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**, Deborah Tomai has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for “Step up for Down Syndrome Awareness Walk” and Waiver of Application Fee to be held on Saturday, October 29, 2016; and,

**WHEREAS**, this type of activity is prohibited by said Unified Development Code unless a Temporary Special Use Permit is granted; and

**WHEREAS**, the City Council of the City of Edinburg may by an affirmative two-thirds’ (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district.

**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 Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Deborah Tomai for the “Step up for Down Syndrome Awareness Walk” and Waiver of Application Fee to be held at the Edinburg Municipal Park, being the north half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, October 29, 2016 from 8:00 a.m. to 12:00 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center Parking Lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off container from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

**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 18<sup>th</sup> day of October, 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/rlg-ordinances/sup-<sup>4</sup>step up for down syndrome awareness walk<sup>2</sup>- 10-4-16

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Application Fee for the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg) to be held Saturday, October 22, 2016, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Pamela Jaramillo. [Jesus Saenz, Director of Planning and Zoning]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Ms. Pamela Jaramillo is requesting a Temporary Special Use Permit for the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg) on the date specified above to be held at Edinburg Municipal Park. This request is being coordinated with the Parks and Recreation, Edinburg World Birding Center, Health Division, Fire, Solid Waste, and Police Departments.

**RECOMMENDATION:**

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit and Waiver of Application Fee for the “1<sup>st</sup> Annual 5K Color Run” to be held Saturday, October 22, 2016 at the Edinburg Municipal Park, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road. If approved, the applicant will need to comply with all City requirements for this event.

**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:**  
**CITY COUNCIL – 10/04/16**  
**DATE PREPARED – 09/22/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Temporary Special Use Permit and Waiver of Application Fee for the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg)

**APPLICANT:** Pamela Jaramillo

**AGENT:** N/A

**LEGAL:** South half of Lot 11, Section 268, Texas-Mexican Railway Company Survey

**LOCATION:** 714 South Raul Longoria Road

**LOT/TRACT SIZE:** N/A

**CURRENT USE OF PROPERTY:** Edinburg Municipal Park

**PROPOSED USE OF PROPERTY:** 5K Color Run

**EXISTING LAND USE/  
ADJACENT ZONING:** North - Park; Suburban Residential (S) District  
South – Park; Suburban Residential (S) District  
East - Outside City Limits  
West - Residential; Neighb. Conserv. 5 (NC5) Dist.

**LAND USE PLAN DESIGNATION:** Park

**ACCESS AND CIRCULATION:** This property has access onto Doolittle Road, a two (2) lane principal arterial roadway and Sprague Street, a two (2) lane collector roadway

**PUBLIC SERVICES:** Public utilities serve the site.

**RECOMMENDATION:** Staff recommends approval of the Temporary Special Use Permit for “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg). A comprehensive evaluation is on the following page(s).

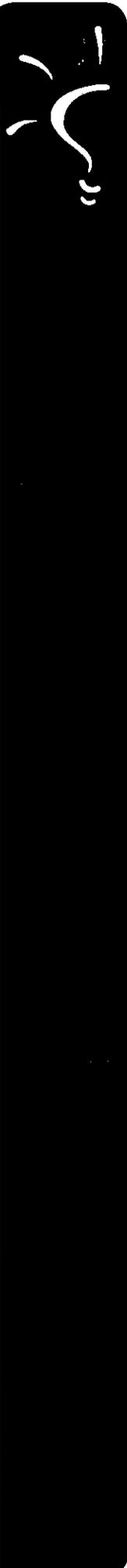
**SPECIAL USE PERMIT  
"1<sup>ST</sup> ANNUAL 5K COLOR RUN"**

**EVALUATION AND CONDITIONS FOR APPROVAL**

The following is the staff's evaluation and conditions for approval of this application. The "1<sup>st</sup> Annual 5K Color Run" in Edinburg consists of a one (1) day event.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:  
Saturday – October 22, 2016 – 7:00 a.m. to 1:00 p.m.  
**The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.**
2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center parking lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide twenty containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** Little noise will be generated and a PA System will be set for brief speeches.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

**ATTACHMENTS:** Aerial Photo  
Hold Harmless Agreement  
Ordinance



To: City of Edinburg  
415 W. University Dr.  
Edinburg, TX 78539  
(956) 388-8204

From: IDEA Academy Edinburg  
Nora E. Perez, Principal  
2753 Roegiers Rd.  
Edinburg, TX 78541  
(956) 287-6100

IDEA Academy Edinburg will be hosting their 1<sup>st</sup> Annual 5K Color Run on Saturday, October 22, 2016. We are asking local businesses and families if they would be interested in supporting this event. In return for their sponsorship, their names will be included on our shirts and our school newsletter. With the funds we raise, we are planning to enhance our student's playground, install projectors, and network each classroom to make learning more interactive.

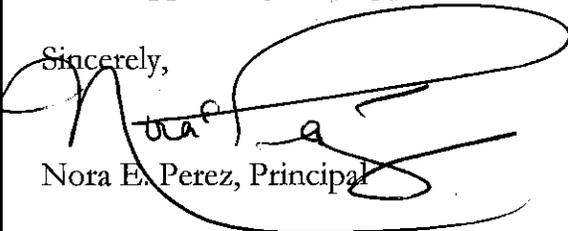
IDEA Public Schools believes that each and every child can go to college. Since 2001, IDEA Public Schools has grown from a small school with 150 students to the fast-growing network of tuition-free, Pre-K-12 public charter schools in the United States.

IDEA was recently named America's Best Charter School Network and boasts national rankings on *The Washington Post* and *U.S. News and World Report's* top high schools lists. IDEA serves nearly 30,000 college-bound students in 51 schools across three Texas regions and is on-track to maintain its legacy of sending 100% of its graduates to college. We are a 501 (c)(3) nonprofit organization that thrives on the engagement of our alumni and community members as well as the financial support of individual donors, foundations, and friends of IDEA.

We would greatly appreciate if the City of Edinburg would support us in allowing the fees to be waived. The fees that we are needing to be waived are for the Special Use Permit & for the rental of the park. All proceeds that will be raised during this fundraiser will be going to our students.

Your support is greatly appreciated.

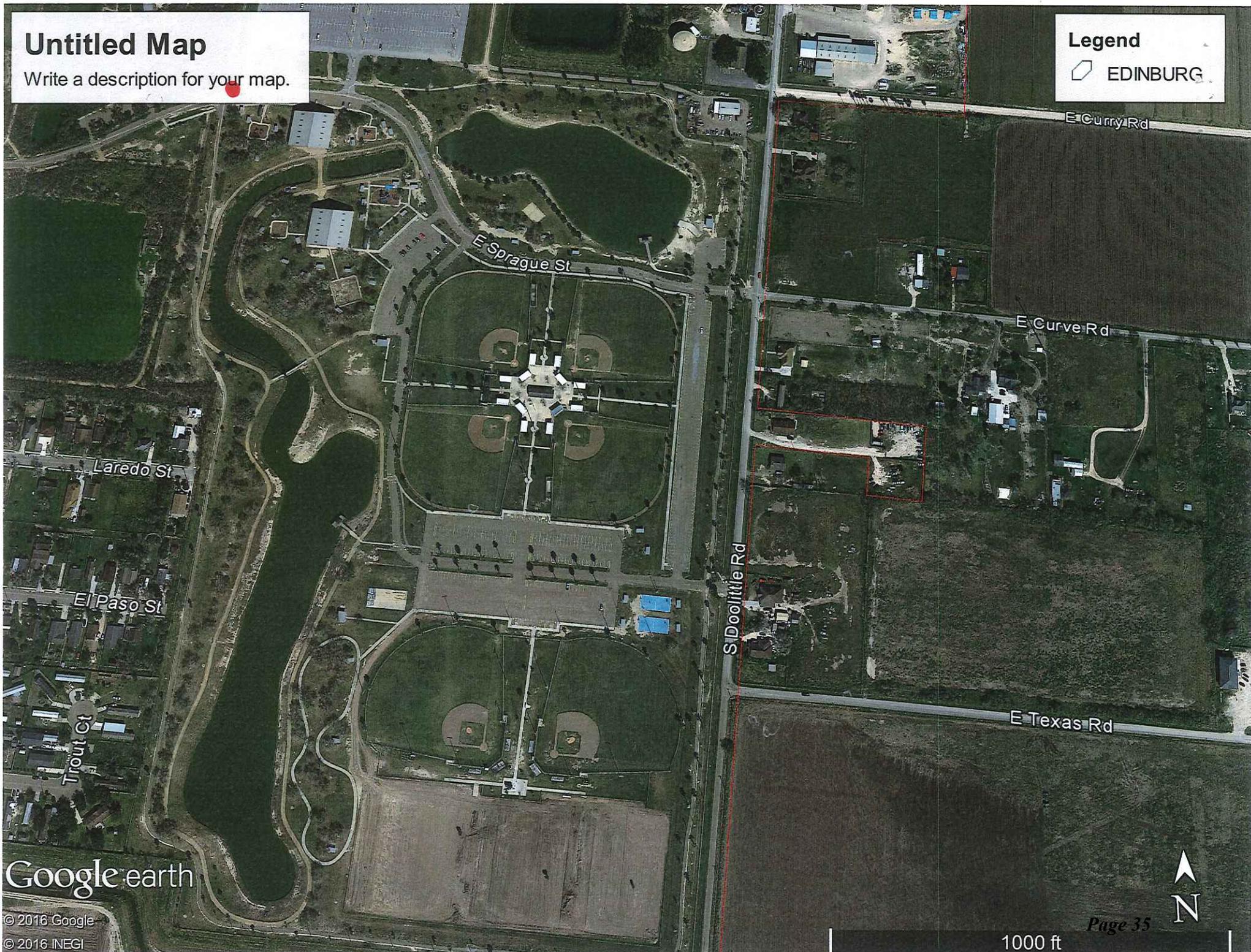
Sincerely,

  
Nora E. Perez, Principal

# Untitled Map

Write a description for your map.

**Legend**  
EDINBURG



Google earth

© 2016 Google  
© 2016 INEGI

1000 ft

**STATE OF TEXAS**

§

**HOLD HARMLESS AGREEMENT**

**COUNTY OF HIDALGO**

§

**CITY OF EDINBURG**

This agreement is entered into this 18<sup>th</sup> day of October, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Pamela Jaramillo, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

**WITNESSETH:**

**I.**

**INDEMNITY**

Pamela Jaramillo , shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted October 18, 2016 for the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg) to be held on Saturday, October 22, 2016, from 9:00 a.m. – 12:00 p.m. at the Edinburg Municipal Park, being the north half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas. Pamela Jaramillo shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on October 18, 2016, for the the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg to be held on Saturday, October 22, 2016 from 9:00 a.m. – 12:00 p.m. at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas.

**EXECUTED** this the 18<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

**APPROVED AS TO FORM**

PALACIOS, GARZA & THOMPSON, P.C.

By: \_\_\_\_\_  
Richard M. Hinojosa, City Manager

By: \_\_\_\_\_  
City Attorney

**Indemnitor** “1<sup>st</sup> Annual 5K Color Run”  
(IDEA Academy Edinburg)

By: \_\_\_\_\_  
Pamela Jaramillo

(ORDINANCE NO. \_\_\_\_\_)

**AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE “1<sup>ST</sup> ANNUAL 5K COLOR RUN” (EDINBURG IDEA ACADEMY) AND WAIVER OF APPLICATION FEE, TO BE HELD SATURDAY, OCTOBER 22, 2016, AT THE EDINBURG MUNICIPAL PARK, BEING THE NORTH HALF OF LOT 11, SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 714 SOUTH RAUL LONGORIA ROAD, AS PROVIDED IN ARTICLE 2.511 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**, Pamela Jaramillo has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the “1<sup>st</sup> Annual 5K Color Run” (Edinburg Idea Academy) and Waiver of Application Fee to be held on Saturday, October 22, 2016; and,

**WHEREAS**, this type of activity is prohibited by said Unified Development Code unless a Temporary Special Use Permit is granted; and

**WHEREAS**, the City Council of the City of Edinburg may by an affirmative two-thirds’ (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district.

**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 Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Pamela Jaramillo for the “1<sup>st</sup> Annual 5K Color Run” (Edinburg Idea Academy) and Waiver of Application Fee to be held at the Edinburg Municipal Park, being the north half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, October 22, 2016 from 8:00 a.m. to 12:00 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center Parking Lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off container from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

**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 18<sup>th</sup> day of October, 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/rlg-ordinances/sup-“5k color run”- 10-4-16

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Officers. [Christina Flores, Director of Human Resources/Civil Service Director]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The City of Edinburg maintains a Police Service for the health, safety, and protection of its citizens. The City Council deems it necessary and appropriate to designate, from time to time, by ordinance, the authorized strength of the department in terms of the number of paid Police Officers in said department.

As reflected in approved budget for FY 2016-2017 as well as awarded Community Oriented Policing Services (COPS) grant providing for eight (8) additional entry-level police officers. The Strength Ordinance is being amended as follows:

- Increase the number of Police Officer positions from 118 to 134.
- Increase the number of Sergeant positions from 17 to 18.

EXHIBIT “A” of said ordinance will be updated to read as follows:

RANKS	POSITIONS
Police Officer	134
Police Officer 1 (Non-certified)	
Police Officer 1 (Certified)	
Police Officer 2 (After 1-Year Probationary Period)	
Sergeant	18
Lieutenant	6
Assistant Chiefs	2
Total Authorized Strength	160

Attachment: Ordinance

**RECOMMENDATION:**

Approve Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Department.

**REVIEWED BY:**

**PREPARED BY:**

Christina Flores

Â  
Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

Â /S/Christina Flores  
Christina Flores  
Director of Human Resources

\*\*\*\*\*

**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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH AND CLASSIFICATIONS OF THE CITY OF EDINBURG POLICE OFFICERS; 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 City of Edinburg maintains a Police Service for the health, safety, and protection of its citizens; and,

**WHEREAS**, the City Council deems it necessary and appropriate to designate, from time to time, the authorized strength of the department in terms of the number of paid police officers in said department; and,

**WHEREAS**, Council deems it appropriate and necessary to set out such authorized strength by Ordinance.

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

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

**SECTION II:** The number of authorized persons for the classifications of members of the police department is as set forth in the attached Exhibit "A". The number of persons as prescribed therein is the maximum strength for each classification, and it is further recognized and enacted that the Police Department may have a lesser number of employees in such classification depending on the ability of the Police Department to recruit and have qualified applicants. The number of authorized persons may be increased or decreased by the City Council from time to time at its sole discretion.

**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:** 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 18<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

**By:** \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

\_\_\_\_\_  
Myra L. Ayala Garza,  
City Secretary

**APPROVED AS TO FORM:**

Palacios Garza & Thompson

**By:** \_\_\_\_\_  
City Attorney

EXHIBIT "A" TO ORDINANCE NO. \_\_\_\_\_  
POLICE DEPARTMENT CLASSIFICATION OF POSITIONS

<u>RANKS</u>	<u>POSITIONS</u>
Police Officer	134
Police Officer 1 (Non-certified)	
Police Officer 1 (Certified)	
Police Officer 2 (After 1-Year Probationary Period)	
Sergeant	18
Lieutenant	6
Assistant Chiefs	2
Total Authorized Strength	160

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Firefighters. [Christina Flores, Director of Human Resources/Civil Service Director]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The City of Edinburg maintains a Fire Service for the health, safety, and protection of its citizens. The City Council deems it necessary and appropriate to designate, from time to time, by ordinance, the authorized strength of the department in terms of the number of paid firefighters in said department.

As reflected in approved budget for FY2016-2017, the authorized strength is being amended as follows:

- Increase the number of Firefighter positions from 15 to 27.

EXHIBIT “A” of said ordinance will be updated to read as follows:

RANKS	POSITIONS
Firefighter	27
Driver/Apparatus Engineer	6
Lieutenant	10
Captain	1
Deputy Chief	4
Total Authorized Strength	48

Attachment: Ordinance

**RECOMMENDATION:**

Approve Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Firefighters.

**REVIEWED BY:**

**PREPARED BY:**

/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/Christina Flores  
Christina Flores  
Director of Human  
Resources

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH AND CLASSIFICATIONS OF THE CITY OF EDINBURG FIREFIGHTERS; 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 City of Edinburg maintains a Fire Service for the health, safety, and protection of its citizens; and,

**WHEREAS**, the City Council deems it necessary and appropriate to designate, from time to time, the authorized strength of the department in terms of the number of paid firefighters in said department; and,

**WHEREAS**, Council deems it appropriate and necessary to set out such authorized strength by Ordinance.

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

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

**SECTION II:** The number of authorized persons for the classifications of members of the fire department is as set forth in the attached Exhibit "A". The number of persons as prescribed therein is the maximum strength for each classification, and it is further recognized and enacted that the Fire Department may have a lesser number of employees in such classification depending on the ability of the Fire Department to recruit and have qualified applicants. The number of authorized persons may be increased or decreased by the City Council from time to time at its sole discretion.

**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:** 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 18<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

**By:** \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

\_\_\_\_\_  
Myra L. Ayala Garza,  
City Secretary

**APPROVED AS TO FORM:**

Palacios Garza & Thompson

**By:** \_\_\_\_\_  
City Attorney

EXHIBIT "A" TO ORDINANCE NO. \_\_\_\_\_  
FIRE DEPARTMENT CLASSIFICATION OF POSITIONS

<u>RANKS</u>	<u>POSITIONS</u>
Firefighter	27
Driver/Apparatus Engineer	6
Lieutenant	10
Captain	1
Deputy Chief	4
Total Authorized Strength	48

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title IX, General Regulations, Chapter 97, Parks and Recreation, Section 97.87, Recreation Sport Programs and Recreation Family Leisure Programs Fees. [Joe Filoteo, Director of Parks and Recreation]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The purpose of this Ordinance is to amend Chapter 97 Parks and Recreation Fees and Rental of Public Facilities as follows:

- Section 97.87 is being amended to reduce the Adult Softball Class E Team 18 and over from a rate of \$350.00 to a rate of \$250.00.
- Section 97.97 is being amended to reduce the Adult Softball Co-Ed Team 18 and over from a rate of \$350.00 to a rate of \$250.00
- Section 97.97 is being amended to reduce the Adult Softball Class D Team 18 and over from a rate of \$350.00 to a rate of \$250.00

**RECOMMENDATION:**

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title IX, General Regulations, Chapter 97 Parks and Recreation, Section 97.87 Recreation Sport Programs and Recreation Family Leisure Programs Fees.

**REVIEWED BY:**

**PREPARED BY:**

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

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

/s/Joe Filoteo  
Joe Filoteo  
Director of Parks and  
Recreation

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF EDINBURG, TEXAS, AMENDING THE CODE OF ORDINANCES AT TITLE IX-GENERAL REGULATIONS, CHAPTER 97 PARKS AND RECREATION, §97.87 RECREATION SPORT PROGRAMS AND RECREATION FAMILY LIESURE PROGRAMS FEES, SUBSECTION (A) RECREATION SPORTS PROGRAMS, BY REDUCING THE FEES FOR ADULT SOFTBALL TEAM FROM \$350 TO \$250; PROVIDING FOR WAIVER OF THREE SEPARATE READINGS; CONTAINING A REPEALER CLAUSE; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, it is deemed necessary to reduce the adult softball team 18 and over fees from \$350.00 to \$250.00.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, AS FOLLOWS:**

**SECTION I. AUTHORITY OF LAW.** The City Council specifically finds that all requirements of law have been met in the passing of this Ordinance.

**SECTION II.** The CODE OF ORDINANCES of the City of Edinburg, TITLE IX-GENERAL REGULATIONS, CHAPTER 97 PARKS AND RECREATION, §97.87 RECREATION SPORT PROGRAMS AND RECREATION FAMILY LEISURE PROGRAM FEES, Subsection A. titled Recreation Sports Programs, for adult softball teams ages 18 and over is hereby amended and shall read as follows:

**§ 97.87 RECREATION SPORT PROGRAMS AND RECREATION FAMILY LEISURE PROGRAMS FEES.**

**(A) *Recreation sports programs.***

<b>Sport Youth and Adult Program</b>	<b>Ages</b>	<b>Fees</b>
Adult softball class E team	18 and over	\$250
Adult softball co-ed team	18 and over	\$250
Adult softball class D team	18 and over	\$250

**SECTION III. WAIVER.** The requirement of three (3) separate readings of this Ordinance is hereby dispensed with by a vote not less than a majority of all the members of the City Council.

**SECTION IV. REPEALER CLAUSE.** This Ordinance shall be cumulative of all other ordinances dealing with the same subject any provision of any ordinance in direct conflict with any provision of the 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 V. SEVERABILITY 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 the 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 VI. PUBLICATION AND EFFECTIVE DATE.** This Ordinance shall be published immediately and take effect upon its passage according to law

**SECTION VII. CODIFICATION.** The provisions of Section II of this Ordinance shall be published in the CODE OF ORDINANCES of the City of Edinburg, Texas, as soon as practicable.

**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 Ann, Government Code, Section 551.041, on the 18<sup>th</sup> day of October, 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

# VARIANCE

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Variance Request to the City’s Unified Development Code as Follows: Article 7 – Plat and Site Plan Design, Division 7.400 Subdivision Development and Design, for Lakewood Apartments Subdivision, a 1.47 Acre Tract of Land out of Lot 10, Section 244, Texas Mexican Railway Company Survey, Located on the South Side of Rogers Road between Closner Blvd (US Bus 281) and I69C, as Requested by AGES Engineering and Services. [Jesus R. Saenz, Director of Planning & Zoning]

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**STAFF COMMENTS AND RECOMMENDATION:**

AGES Engineering Services, the project engineering firm for Lakewood Apartments Subdivision, has requested a Variance to the City’s Unified Development Code for Article 7 – Plat and Site Plan Design, Division 7.400 Subdivision Development and Design (Street Improvements). Lakewood Apartments Subdivision is Zoned Auto Urban Residential. The pavement section for Rogers Road will require an additional pavement section of seventeen and one half (17.5)-feet.

1. **Article 7 – Plat and Site Plan Design; Division 7.400 Subdivision and Development Design; Division 7.410 Required Improvements.**

**A Variance Request: on consideration of a waiver or reduction on the widening portion of Rogers Road.**

This Variance was previously presented to the Planning and Zoning Commission on April 14, 2015 and the City Council on May 5, 2015. This item was denied by both the Planning and Zoning Commission and the City Council. According to the Unified Development Code an applicant may request a Variance previously denied by the City Council after a period of 12 months from the date it was denied.

Staff recommends said development comply with the UDC Article 7 requirements on the widening of Rogers Road. In lieu of widening the street, the developer will be required to escrow funds to be used on a future road widening project of Rogers Road.

The Planning & Zoning Commission recommended with a vote of 5-0 to deny the Variance Request.

**RECOMMENDATION:**

Staff’s recommendation: Denial of this variance request

**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

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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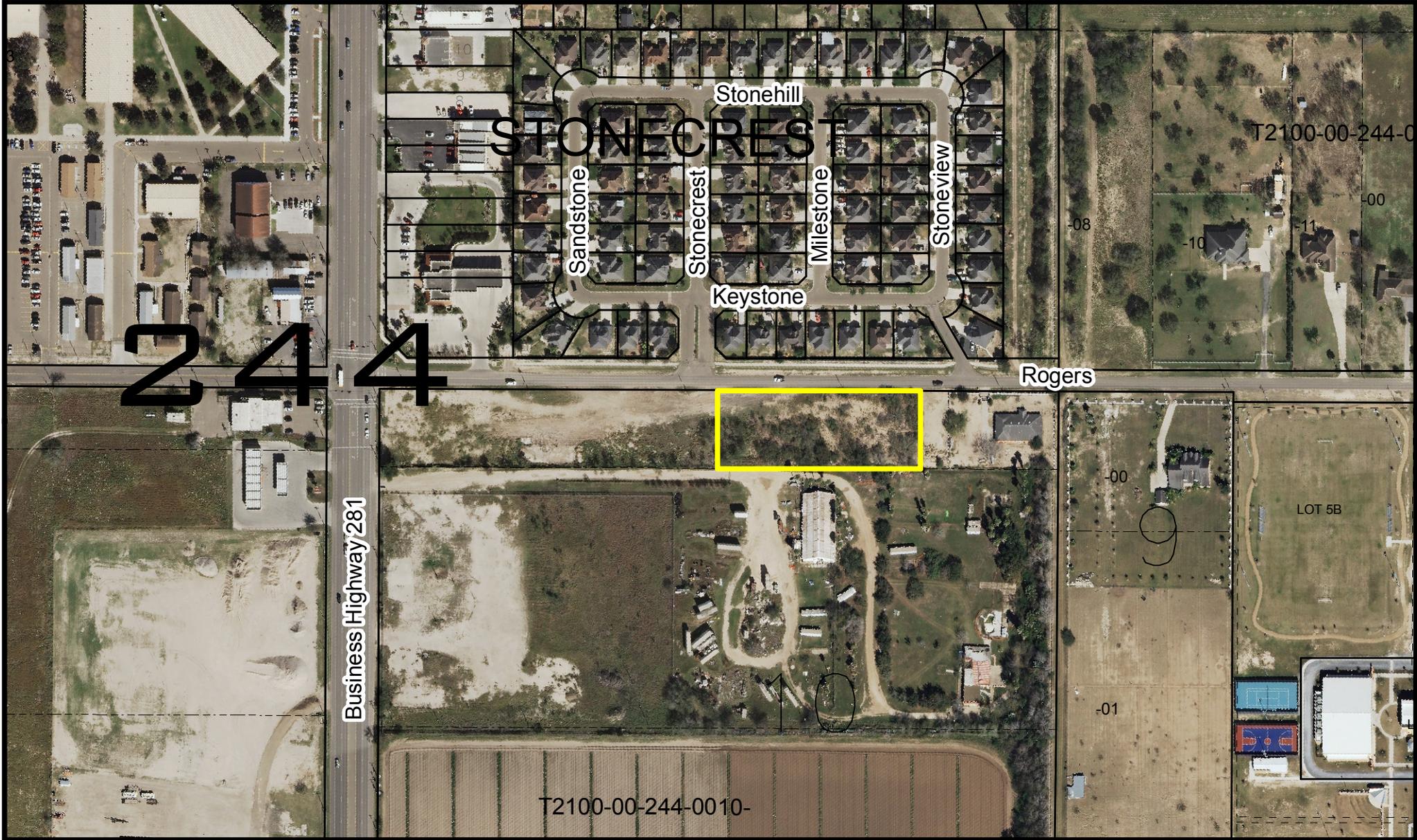
\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

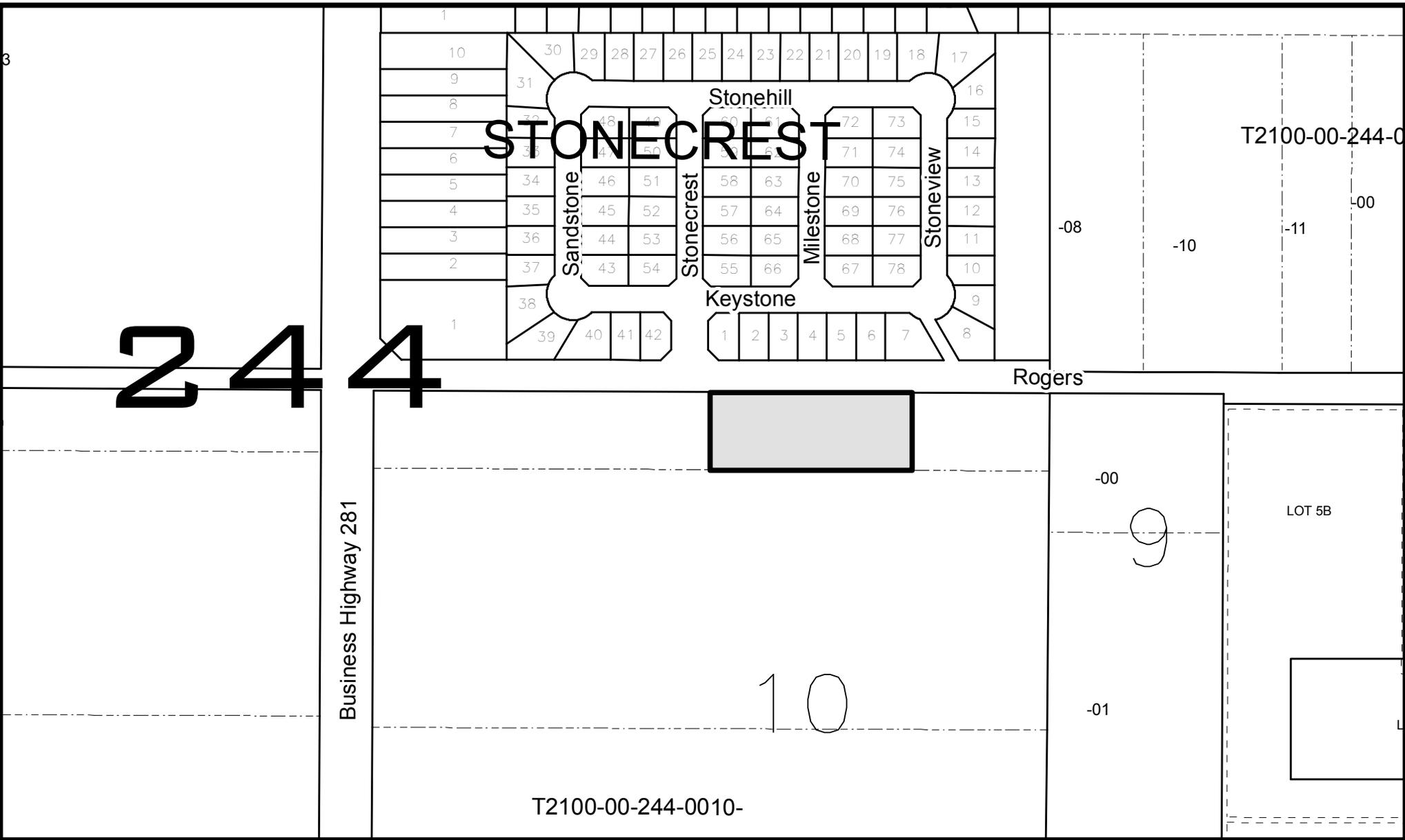
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Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



**LAKWOOD SUBD.**



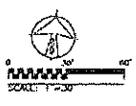
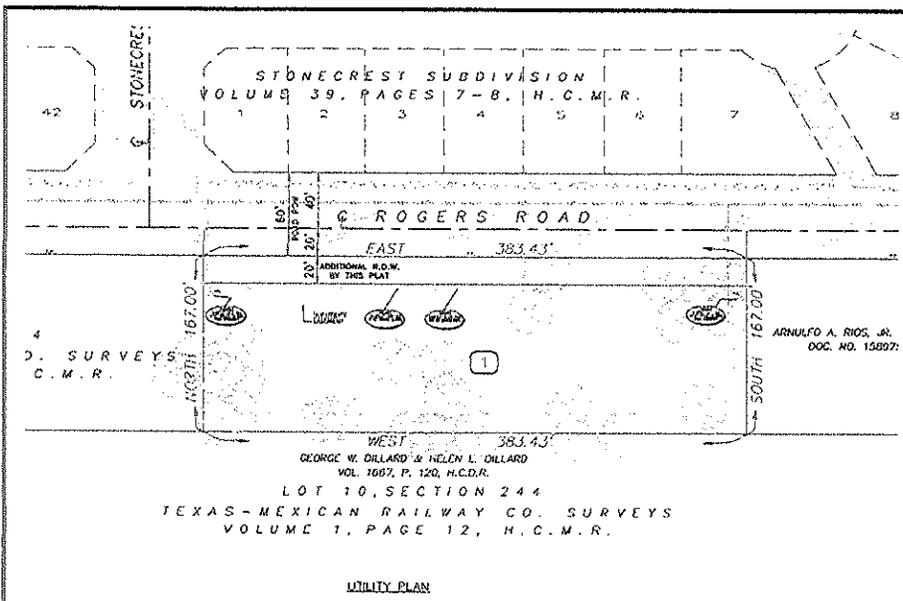


**LAKWOOD SUBD.**





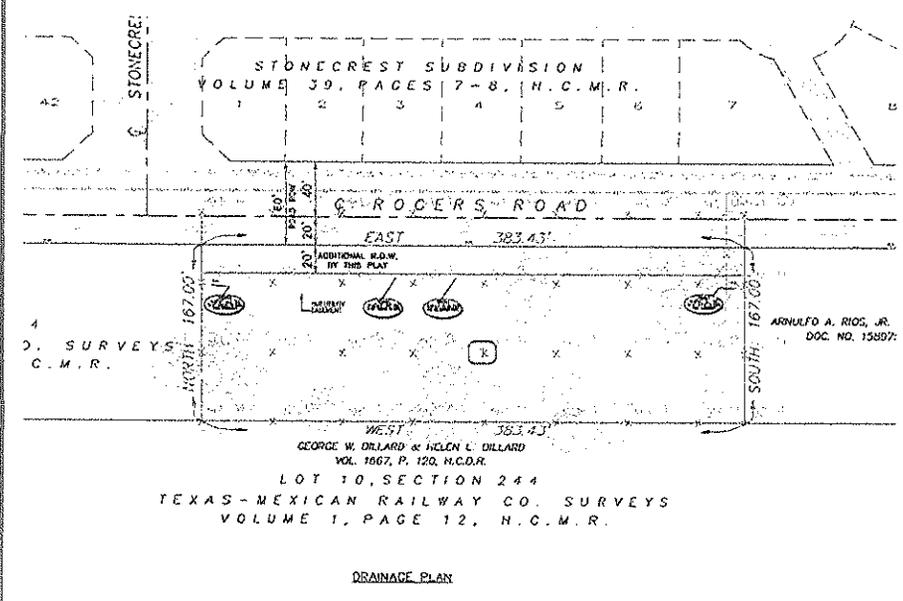




GENERAL NOTES

1. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF EXISTING FACILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. ALL UNDESIRABLE EXCAVATED MATERIALS TO BE REMOVED BY AS REQUIRED BY LICENSED ENGINEER.
3. LOCATION OF UNDERGROUND FACILITIES ANY FACILITY NOT FOUND OR AVAILABLE EITHER THE OWNER OF EXISTING FACILITY OR THE ACCURACY OF THE INFORMATION PROVIDED, ANY DISCREPANCY SHALL BE CALLED TO THE CONTRACTOR'S ATTENTION IMMEDIATELY.
4. ALL DEVICES BY THE OWNER, THE CONTRACTOR SHALL INSTALL APPROPRIATE TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE LATEST TEXAS, LOCAL AND AS APPROVED BY THE ENGINEER.
5. TRUCKS SHALL BE LOADED IN MANNER SO AS TO AVOID LOSS OF LOADED MATERIAL OR ANY PORTION THEREOF BY EXCESSIVE TRANSPORT, IN ACCORDANCE WITH STATE LAW, ALL TRUCKS SHALL WEIGH, TAMP OR COVER LOADED MATERIAL.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS OCCURRED BY THE CONTRACTOR, CAUSED BY CONSTRUCTION, GRADING OR MATERIAL OPERATIONS.
7. CONTRACTOR SHALL PROVIDE PROTECTIVE DAMMAGE AT ALL TIMES DURING THE INSTALLATION OF THE CONDUITS AND CABLES APPROXIMATELY.
8. ANY DAMAGES TO FENCES, WALLS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
9. THE PREPARATION OF THESE PLANS BY LICENSED PROFESSIONAL ENGINEERS, ON THE APPROPRIATE LOCATION AND KNOWLEDGE OF THE FIELD CONDITIONS AND PHYSICAL CHARACTERISTICS, HOWEVER, THEY CAN NOT GUARANTEE OR REPRESENT THAT ALL UTILITIES OR PHYSICAL CONDITIONS ARE CORRECTLY LOCATED OR DEPICTED. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE, WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PROTECT EXISTING UTILITIES.
10. THE APPROXIMATE LOCATION OF UNDERGROUND UTILITIES ARE SHOWN. CONTRACTOR SHALL DETERMINE THE EXACT POSITIONAL AND DEPTH LOCATIONS BY THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR IS FULLY RESPONSIBLE FOR DAMAGES, WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PROTECT EXISTING UTILITIES.
11. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANY TO RELOCATE OR DEVENT ANY UTILITIES IN CONFLICT WITH PROPOSED CONDUIT LAYOUTS TO AVOID ANY DAMAGE TO SUCH UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY ITS ORIGINAL CONTRACTOR AND LOCATION WHEN APPLICABLE, UPON COMPLETION OF CONSTRUCTION.
12. ALL WORK SHALL BE GUARANTEED FOR A PERIOD OF ONE-YEAR FROM DATE OF ACCEPTANCE BY THE ENGINEER.
13. OVERHEAD LINES AND UNDERGROUND TELEPHONE LINES ARE SHOWN IN THIS PROJECT. CONTRACTOR TO EXERCISE CAUTION WHILE WORKING ON THIS JOB, AND TO NOTIFY TELEPHONE COMPANY TO CONFIRM CABLE LOCATIONS AND DEPTHS.
14. CONTRACTOR TO PROVIDE PROTECTIVE PROGRAM AND TRAFFIC CONTROL MEASURES DURING CONSTRUCTION OF THIS PROJECT AND COMPLY WITH THESE 3 HOUR WATER POLLUTION PREVENTION REQUIREMENTS.
15. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS FROM CITY AND STATE.
16. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONDITIONS THAT DIFFER FROM THOSE INDICATED.
17. DIMENSIONS AND TO SACK OF CURB UNLESS NOTED OTHERWISE.
18. ALL CURBS TO BE FINISHED BLUE AND DETECTABLE WARNING SURFACE SHALL BE USED AT ALL TRAFFIC CROSSINGS.
19. CURB DAMPS SHALL BE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH OF THE CURB AND SHALL HAVE A MINIMUM OF 1/4" OF 20-MPH. THIS TYPE OF DETECTABLE WARNING SURFACE, AT THE OPTION OF THE CONTRACTOR, SHALL BE CONSTRUCTED ON EITHER SIDE OF THE SURFACE OR BOTH SIDES OF CURBS OR BOTH SIDES OF THE SURFACE. THE PROPOSED SURFACE SHALL CONFORM TO THE LATEST TYPICAL SPECIFICATIONS AND STANDARDS.

L.A.C. CHECK	
DATE	BY
PROJECT NO.	DATE
PROJECT NAME	DATE
PROJECT LOCATION	DATE
PROJECT PLAN	DATE
PROJECT SHEET	DATE
PROJECT TITLE	DATE
PROJECT NUMBER	DATE
PROJECT SCALE	DATE
PROJECT DRAWN	DATE
PROJECT CHECKED	DATE
PROJECT APPROVED	DATE
PROJECT SEAL	DATE

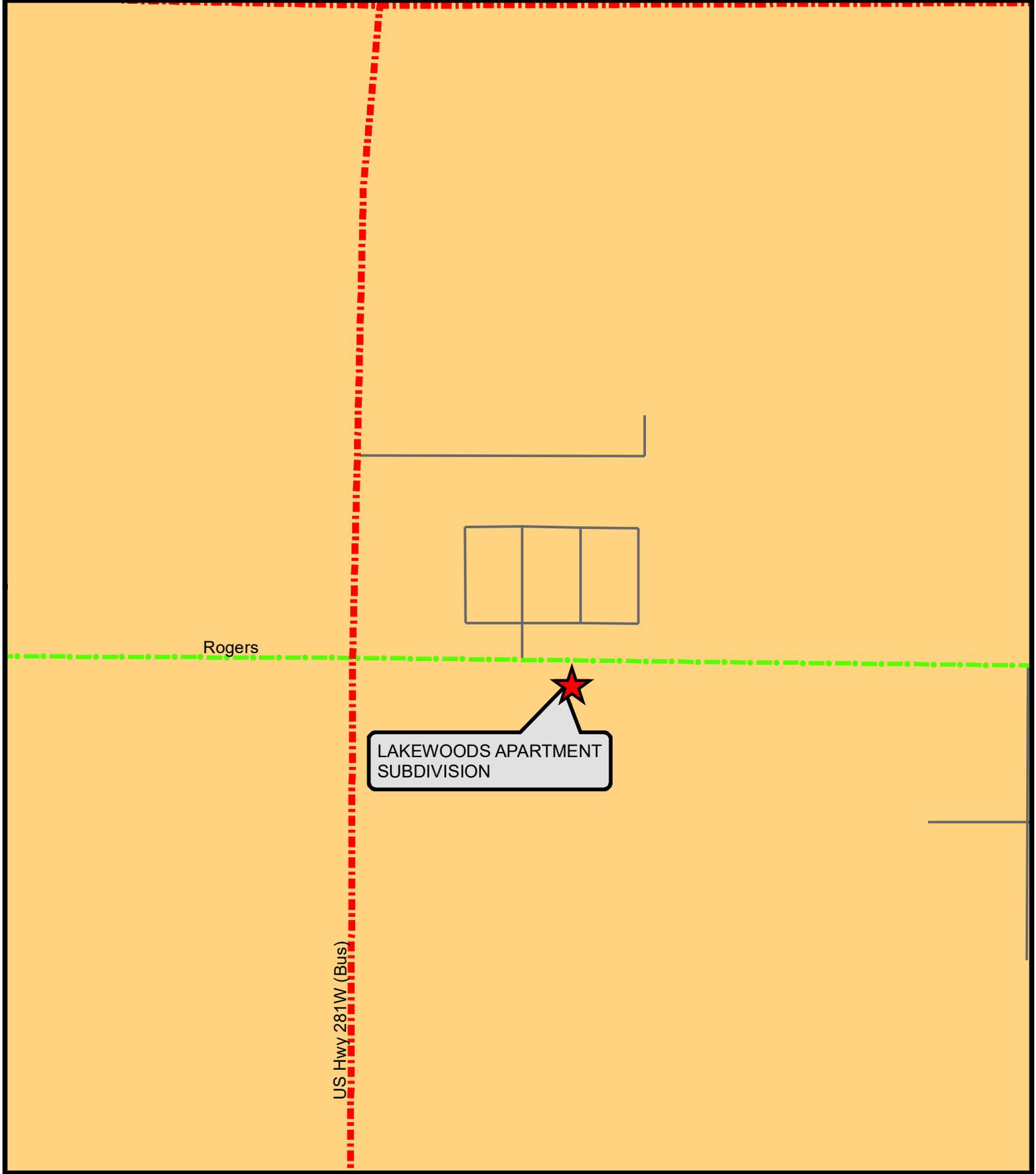


*Outstanding*

3/10/14  
for review

UTILITY AND DRAINAGE PLAN  
OF  
**LAKWOOD APARTMENT SUBDIVISION**  
EDINBURG, TEXAS  
BEING A SUBDIVISION OF THE NORTH 1/4 ACRES OF LOT 10, SECTION 244  
TEXAS-MEXICAN RAILWAY SURVEYS,  
HALL COUNTY, TEXAS  
ACCORDING TO PLAT AS ABOVE REFERRED TO, P. 12, H.C.M.R.

	PROJECT NUMBER	10000
	PROJECT NAME	LAKWOOD APARTMENT SUBDIVISION
	PROJECT LOCATION	Edinburg, Texas
	PROJECT PLAN	UTILITY AND DRAINAGE PLAN
DATE	SEPTEMBER 20, 2013	
DRAWN BY	A.C.	
CHECKED BY	A.C.	
APPROVED BY	A.C.	
<p>2 of 2</p>		



### CITY THOROUGHFARE PLAN

- Legend**
- Expressway 350'
  - High Speed Arterial 150'
  - Principal Arterial 120'
  - Minor Arterial 100'
  - Collector 80'
  - Prop. Collector 80'
  - City Boundary

# AWARDING OF BIDS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding Bid No. 2016-93, Car Wash Services for Item #1 to Blue Wave Express, LLC for their Unit Price of \$3.00 for Exterior Services Only and Item #2 to 107 Monster Car Wash, LLC for their Unit Price of \$20.00 for Full Car Wash (Interior & Exterior) Services, and Authorize the City Manager to Enter into Agreements Relating Thereto. [David White, Chief of Police]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday July, 18, 2016 bids were opened for Bid No. 2016-93, Car Wash Services. Two (2) bids were received and opened. The first bid was from 107 Monster Car Wash LLC, for interior and exterior car washing services. The second bid was from Blue Wave Express LLC, for exterior only car wash services. After review and tabulation, staff recommends awarding Item #1 to Blue Wave Express, LLC for the exterior car wash service only and Item #2 to 107 Monster Car Wash LLC, for the complete car wash services.

The bid involves the car wash services of approximately 575 interior and exterior washes, and approximately 1,800 exterior only washes. Staff notes the bid is being awarded based on the unit price, valid through September 30, 2017 and quantities are only an estimate subject to increase or decrease. Both entities have also agreed to extend these unit prices to all City vehicles.

Funding for the car wash services is available within each Department's Fiscal Year 2016-2017 budget. Staff has verified that 107 Monster Car Wash, LLC and Blue Wave Express, LLC have no outstanding debts with the City. The police department has done business with 107 Monster Car Wash, LLC and Blue Wave Express, LLC. Past experiences with both vendors have been favorable.

**RECOMMENDATION:**

Approve Awarding Bid No. 2016-93, Car Wash Services for Item #1 to Blue Wave Express, LLC for their Unit Price of \$3.00 for Exterior Services Only and Item #2 to 107 Monster Car Wash, LLC for their Unit Price of \$20.00 for Full Car Wash (Interior & Exterior) Services, and Authorize City Manager to Enter into Agreements Relating Thereto.

**REVIEWED BY:**

**PREPARED BY:**

Lt. Octavio Reyes

/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



STATE OF TEXAS           §           Service Agreement between the City of  
COUNTY OF HIDALGO   §           Edinburg and 107 Monster Car Wash, LLC.,  
CITY OF EDINBURG       §           for Car Wash Services for the Edinburg  
Police Department- Bid 2016-93.

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and 107 Monster Car Wash LLC., (hereinafter called “Contractor”), are the parties to this Agreement.

**RECITALS**

**WHEREAS**, the City of Edinburg has authorized staff to request car wash services for the Edinburg Police Department marked and unmarked units for the remaining fiscal year ending September 30, 2017; and

**WHEREAS**, the Contractor has the professional knowledge and abilities to undertake the study, evaluation, analysis, and make recommendations for the services being sought by the City; and

**WHEREAS**, the City desires to engage the Contractor to render services in connection therewith:

**NOW, THEREFORE**, City and Contractor do mutually agree as follows:

**SECTION I**  
**EMPLOYMENT OF CONTRACTOR**

City agrees to employ Contractor to furnish and provide the services, as stated in this agreement and **Exhibit “A”**. Upon receipt of such satisfactory services, the City agrees to pay Contractor as stated in this agreement and **“Exhibit “A”**.

**SECTION II**  
**BASIC SERVICES OF CONTRACTOR**

The Contractor shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A”** of this document and unit pricing as stated therein shall be extended to all city vehicles. City shall provide Contractor with authorization to proceed, after execution of this agreement.

**SECTION III**  
**RESPONSIBILITY OF THE CITY**

City will facilitate Contractor’s work by the following tasks:

- A. Provide Contractor with full information as to requirements for the project.

- B. Facilitate access to and make provisions for Contractor to enter upon public and private property as required for Contractor to perform its services.
- C. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.
- D. Direct Contractor, if necessary, to provide or to subcontract Additional Services by written authorization.

**SECTION IV**  
**RESPONSIBILITIES OF CONTRACTOR**

- A. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of services furnished by the Contractor under this Agreement. The Contractor shall keep the City informed of the performance of the Contractor's duties under this Agreement. The Contractor shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in provided services.
- B. The Contractor shall perform the services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- C. The Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Agreement. The Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond the Contractor's control.
- D. The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Agreement or state law and in no way diminish any other rights that the City may have against the Contractor for faulty work.

**SECTION V**  
**PAYMENT AND FEES**

City agrees to pay Contractor for services herein contracted for as follows:

- A. Payment for basic services shall be based upon completion of all items listed and in accordance with **Exhibit "A"**.
- B. Contractor shall provide an invoice in accordance with City regulations.
- C. City will approve and inspect all work submitted and authorize all payments made under the project.

**SECTION VI**  
**TIME OF PERFORMANCE**

Contractor contracts and agrees to provide services set forth in this contract and as specified by the City. Work will continue until the Project is declared technically complete by the City Staff.

**SECTION VII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be from October 1<sup>st</sup>, 2016 through September 30<sup>th</sup>, 2017.

**SECTION VIII**  
**MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Contractor 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

Evidence of the above insurance coverage shall be required prior to final execution of the agreement.

**SECTION IX**  
**TERMINATION**

- A. 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, payment will be made to Contractor for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Contractor shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

**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 XII**  
**INDEMNIFICATION**

- A. Contractor agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorneys fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent operation of the Contractor, its agents, officers and employees, carried out in furtherance of this agreement.

- B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this agreement, including any claims related to services.

**SECTION XIII**  
**CHANGES**

- A. The City may, at any time, by written order, may make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Contractor's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Contractor shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council.
- B. No services for which the Contractor will charge an additional compensation shall be furnished without the advance written authorization of the City.

**SECTION XIV**  
**SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION XV**  
**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 for the below or when mailed to the last address provided in writing to the other party by the addressee.

**SECTION XVI**  
**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 ten days' written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

**SECTION XVII**  
**SUCCESSORS AND ASSIGNS**

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard Hinojosa, City Manager  
City of Edinburg  
415 W. University Dr  
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 & Thompson P.C.

\_\_\_\_\_  
City Attorney

**107 Monster Car Wash, LLC:**

BY: \_\_\_\_\_  
Walid Haidar, Owner  
107 Monster Car Wash, LLC  
2702 W University Drive  
Edinburg, Texas 78539  
Phone (956) 383-9274  
Fax (800) 867-6561

**Attachments:** Exhibit "A" Scope of Work  
Exhibit "B" Insurance  
Exhibit "C" Sealed Bid Specifications 2016-93

## Exhibit A: SCOPE OF WORK

### 1. CAR WASH SERVICE:

Item No.	Estimated Quantity	Unit	Item Description	Unit Price	Total
1.	575		PROVIDE interior and exterior car wash service as per sealed bid 2016-93 Car Wash Services specifications, for Approximately 575 marked patrol units. Exhibit C - sealed bid specifications 2016-93.	<u>\$20.00</u>	<u>\$11,500.00</u>

**Exhibit B: CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/15/2016

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).

<b>PRODUCER</b> Hartwig Moss Insurance Agency 2626 Canal Street 3rd Floor New Orleans LA 70119-6410		<b>CONTACT NAME:</b> Stacie Nurdin <b>PHONE (A/C, No. Ext):</b> (504) 525-9901 <b>FAX (A/C, No.):</b> (504) 569-9900 <b>E-MAIL ADDRESS:</b> SNurdin@hmia.com	
<b>INSURED</b> NLM Entertainment LLC & 107 Monster Carwash LLC, 1601 S. Cage Blvd Suite B Pharr TX 78577		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Covington Specialty Ins. Co. INSURER B: Catlin Specialty Ins Co INSURER C: Illinois Union Ins. Company INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CL1671509367 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		VBA46687000	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> GARAGE <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MP0017001002693	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Limit \$ 100,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Liquor Liability			LQRTXD391696304	6/3/2016	6/3/2017	Limit of Liability \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as an Additional Insured as required by written agreement.

<b>CERTIFICATE HOLDER</b>  The City of Edinburg Policy Departement 100 E Freddy Gonzalez Drive Edinburg, TX 78539	<b>CANCELLATION</b>  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 C Salaun/NURDIN <i>Christie B. Salaun</i>
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**Exhibit C: SEALED BID SPECIFICATIONS 2016-93**

# 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, July 18, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2016-93 CAR WASH SERVICES**

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](http://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](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this bid, please contact Lt. Octavio Reyes, at (956) 383-7411 ext. 7788.

If Hand-delivering Bids: 415 West University Drive,  
C/o City Secretary Department (1<sup>st</sup> 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 CAR WASH SERVICES for the City of Edinburg at firm unit prices, commencing from the date of award and expiring September 30, 2017.

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 (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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 90 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](http://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 CAR WASH SERVICES 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 90 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 7<sup>th</sup> 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](http://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](http://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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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  
CAR WASH SERVICES**

**BID NO. 2016-93**

**BID OPENING DATE: July 18, 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 CAR WASH SERVICES.

**GENERAL REQUIREMENTS AND AGREEMENT FOR CAR WASH SERVICES:**

You are invited to submit a sealed bid for the purchase of CAR WASH SERVICE as requested by the City of Edinburg, Police 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 Terms and Conditions**

The City of Edinburg is soliciting sealed bids for car wash services for Edinburg police department's vehicles. The City is will solicit bids, for (2) types of car wash service. "Complete Service", which consist of the interior and exterior of the vehicle and "Exterior Only". The police department will only accept bid submissions which are based on a pricing on a "Per Use" car wash bases. Because of historical data and circumstances beyond the Department's control, the Department will not consider bid submissions which pricing is based on a subscription or monthly fee per vehicle.

The City reserves the right to award the bid to a single vendor; or to split the bid to multiple vendors if it's advantageous to the City.

The intent of these specifications is to provide car wash services, which reflect the police department's needs. The "Complete Service", is intended to provide services for marked patrol units which require the exterior and interior to be cleaned. Vehicles assigned to the Patrol division operate under extreme conditions; and at times may result in the interior having un-sanitary conditions.

The second option is for exterior washing only. This is intended for unmarked vehicles which are assigned to Investigators or Administrators. Unmarked units do not operate in extreme conditions and for these reasons are expected to be maintained by the assigned individual.

Because of time restrictions regarding police unit availability, the City will only consider machine operated car washes. Bid proposals for the exterior washing by hand will not be accepted. The City will only consider machine operated systems, where the officer remains in the vehicle at all times while the mechanical system washes the exterior. In addition, the vendor shall have a minimum of (3) three functional vacuuming stations to be used by the officers free of charge for the "Exterior Only", car washes.

Any vendor submitting a proposal agrees to the following terms and conditions.

1. Due to the necessity to have police units available for emergencies and minimize impact to the overall operation of the police department. Vendor's car wash operating location is located within the City of Edinburg.

(Circle one)

Agrees

Not in Agreement

2. Vendor agrees to a tentative schedule of washing marked units twice a month and unmarked units limited to once a month. Vendor agrees the police department may deviate from the regular proposed schedule if requested by the authorized department representative for unforeseen circumstances or special public engagement.

(Circle one)

**Agrees**

Not in Agreement

3. Should the Car Wash Service Bid be awarded to multiple vendors, the Department reserves the right to choose which vendor to use regardless of the police unit service type (marked patrol unit v. un-marked unit) which would best meet the operational needs of the Department.

(Circle one)

**Agrees**

Not in Agreement

4. Vendor agrees to utilize the "Department Service Control Document", which require officer's signatures in order to control and validate the number of washes for the specific vehicle. A vendor may also use an automated computer system utilizing fixed bar codes in lieu of the "Department Service Control Document". Any use of a bar code system, will require the bar code be permanently affixed the vehicle's front windshield. Regardless of system used, the Vendor agrees to return the "Department Service Control Document" for billing purposes along with signed receipts; or an automated bar code itemized billing invoice on a monthly bases for billing purposes. A copy of the "Department Service Control Document" is attached at the end of this sealed bid for your reference.

(Circle one)

**Agrees**

Not in Agreement

5. Vendor must comply with Edinburg City Ordinance Section 151.102 Interceptors and mud traps, Section 53.12 Protection of water supply and any other City Ordinance(s) regulating Car Wash Services within the City of Edinburg.

(Circle one)

**Agrees**

Not in Agreement

6. Vendor agrees unit pricing will include all supplies and labor cost. Vendor further agrees to use environmentally friendly and biodegradable cleaning supplies.

(Circle one)

**Agrees**

Not in Agreement

7. Vendor agrees to car wash service will be available at the minimum (6) six days a week and operate from at least 8:00 am to 6:00 pm, or as mutually agreed by the vendor and the Edinburg police department.

(Circle one)

**Agrees**

Not in Agreement

8. Complete car wash service shall include but is not limited to the following: exterior shall be scrubbed with soap and a brushes and dried properly. Upon delivery to the vehicle, there shall be no visible water streaks or stains. Door jams shall be dried and the interior vacuumed and floors washed as needed. If need be, seats and floor boards will be washed and steamed or disinfected. Dashboards, center consoles and will be dusted and cleaned for proper appearance. All glass windows will be cleaned from the inside and outside, tire shine will be

applied to the tires after cleaning. Floor boards to marked units shall not be cleaned or treated with any chemical or substance which result in slippery footing.

(Circle one)

Agrees

Not in Agreement

9. Exterior car wash service shall include; but is not limited to the following: exterior shall be scrubbed with soap and a brushes. The car wash facility shall be equipped with an operational air blown system at the end of the car wash to remove the majority of the water. In addition, the vendor's facility must provide vacuum availability for free self-service use. The discretion to clean the interior of the vehicle will be left to the discretion of the vehicle operator, who would be responsible for cleaning and maintaining the interior.

(Circle one)

Agrees

Not in Agreement

10. Because the department has a large police fleet, approximately (62) Sixty-two marked units and approximately (55) fifty-five unmarked units, efficient washing is a necessity in order to minimize patrol units being out of service. **It is imperative the vendor agrees to wash the exterior and interiors within 30 minutes of the vehicle arriving at the car wash location; and 15 minutes for exterior car wash service only.**

(Circle one)

Agrees

Not in Agreement

11. Vendor agrees to extend unit pricing to other City Departments under conditions stipulated in these General Terms and Conditions.

(Circle one)

Agrees

Not in Agreement

12. Vendor agrees to honor the unit price stated on the vendor's sheet until September 30, 2017 and the City of Edinburg reserves the right to change actual quantity of units washed at any time.

(Circle one)

Agrees

Not in Agreement

13. Vendor agrees to standard terms of payment as per the City of Edinburg procurement policy.

(Circle one)

Agrees

Not in Agreement

14. Minimum Insurance requirements for vendor. Vendors must submit proof with quote submissions.

General Liability Minimums

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

Workers Compensation Statutory Limits

In accordance with the State of Texas statute.

((Circle one)

Agrees

Not in Agreement

## Department Service Control Document (Police Units)

Unit#	VIN last (5)	Signature	Badge #	Date	Time
A123	43976				
A125	43979				
A127	43978				
A128	43977				
B138	46362				
B144	19496				
D112	20012				
E135	48096				
E141	48094				
1301	25927				
1302	25928				
1303	25929				
1307	91978				
1308	91977				
1309	91979				
1401	56844				
1402	56878				
1403	66466				
1404	66467				
1405	88364				
1406	88366				
1407	88365				
A130	43975				
B120	19499				
B131	19495				
B135	46360				
B139	19498				
B140	46361				
B146	46359				
B148	46358				
B149	28222				
C107	08885				
C111	08886				
C113	08889				
C114	08888				
C116	08890				
C126	08891				

D105	20014			
D106	20015			
D108	19794			
346	49905			
341	46218			
342	47167			
B142	19497			
D131	05555			
153	36790			
314	94026			
315	04199			
316	35680			
132	29329			
C110	31080			
137	88339			
A120	79724			
109	55444			
B133	56664			
C108	16691			
E115	73838			
115	68816			
116	70359			
118	79758			
1201	30697			
1202	30947			
124	12416			
125	39980			
129	67322			
130	21062			
131	67318			
133	24270			
177	37952			
301	30041			
306	53638			
307	64887			
308	86053			
309	73906			
313	13005			
317	61524			
318	68614			
322	43810			
324	30182			
327	59535			
328	82666			

329	67718			
333	40067			
334	42116			
335	33358			
337	31439			
338	11687			
339	09194			
340	23729			
344	19002			
345	19066			
347	02091			
350	75473			
351	42001			
352	02803			
353	06936			
354	29994			
355	23363			
B141	51082			
349	96610			
1305	24419			
1306	41054			
150	12419			
174	35929			
182	25862			
319	03748			
45	44218			
91	16552			
104	95477			
1203	27407			
175	79408			
183	63709			
343	47840			
E140	48095			
1304	00122			
135	01130			
1408	00033			
1501	00025			
330	46579			
331	15123			
332	73372			
134	38500			
1502	62217			
1503	62216			

**CITY OF EDINBURG  
BID FORM FOR  
CAR WASH SERVICES**

BID NO. 2016-93

BID OPENING DATE: July 18, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for **Car Wash Services** 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.

**CHECK ONE**

BUYBOARD     HGAC     TXMAS     DEALER/LOCAL  
 TX DIR        TFC        OTHER \_\_\_\_\_  
Specify

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
(if applicable) (if applicable)

ITEM	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1,800	"EXTERIOR ONLY" CAR WASH SERVICES FOR POLICE UNITS	\$ <u>5.00</u>	\$ <u>9,000</u>
2	575	"COMPLETE SERVICE" CAR WASH SERVICES FOR POLICE UNITS	\$ <u>20.00</u>	\$ <u>11,500</u>
3		GRAND TOTAL		\$ <u>20,500</u>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2016

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).

<b>PRODUCER</b> Hartwig Moss Insurance Agency 2626 Canal Street 3rd Floor New Orleans LA 70119-6410	<b>CONTACT NAME:</b> Stacie Nurdin <b>PHONE (A/C, No, Ext):</b> (504) 525-9901 <b>E-MAIL ADDRESS:</b> SNurdin@hmia.com	<b>FAX (A/C, No):</b> (504) 569-9900	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> NLM Entertainment LLC & 107 Monster Carwash LLC, 1601 S. Cage Blvd Suite B Pharr TX 78577	<b>INSURER A:</b> Covington Specialty Ins. Co.		
	<b>INSURER B:</b> Catlin Specialty Ins Co		
	<b>INSURER C:</b> Illinois Union Ins. Company		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1671509367                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		VBA46687000	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> GARAGE				MP0017001002693	6/1/2016	6/1/2017
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Liquor Liability			LQRTXD391696304	6/3/2016	6/3/2017	Limit of Liability \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is named as an Additional Insured as required by written agreement.

<b>CERTIFICATE HOLDER</b>  The City of Edinburg Policy Departement 100 E Freddy Gonzalez Drive Edinburg, TX 78539	<b>CANCELLATION</b>  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  C Salaun/NURDIN <i>Christie B. Salaun</i>
----------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

STATE OF TEXAS           §                   Service Agreement between the City of  
COUNTY OF HIDALGO   §                   Edinburg and Blue Wave Express, LLC for  
CITY OF EDINBURG       §                   Bid 2016-93, Car Wash Services.

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and Blue Wave Express LLC., (hereinafter called “Contractor”), are the parties to this Agreement.

**RECITALS**

**WHEREAS**, the City of Edinburg has authorized staff to request car wash services for the Edinburg Police Department marked and unmarked units for the remaining fiscal year ending September 30, 2017; and,

**WHEREAS**, the Contractor has the professional knowledge and abilities to undertake the study, evaluation, analysis, and make recommendations for the services being sought by the City; and,

**WHEREAS**, the City desires to engage the Contractor to render services in connection therewith.

**NOW, THEREFORE**, City and Contractor do mutually agree as follows:

**SECTION I**  
**EMPLOYMENT OF CONTRACTOR**

City agrees to employ Contractor to furnish and provide the services, as stated in this agreement and **Exhibit “A”**. Upon receipt of such satisfactory services, the City agrees to pay Contractor as stated in this agreement and “**Exhibit “A”**”.

**SECTION II**  
**BASIC SERVICES OF CONTRACTOR**

The Contractor shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A”** of this document and unit pricing as stated therein shall be extended to all city vehicles. City shall provide Contractor with authorization to proceed, after execution of this agreement.

**SECTION III**  
**RESPONSIBILITY OF THE CITY**

City will facilitate Contractor’s work by the following tasks:

- A. Provide Contractor with full information as to requirements for the project.

- B. Facilitate access to and make provisions for Contractor to enter upon public and private property as required for Contractor to perform its services.
- C. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.
- D. Direct Contractor, if necessary, to provide or to subcontract Additional Services by written authorization.

**SECTION IV**  
**RESPONSIBILITIES OF CONTRACTOR**

- A. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of services furnished by the Contractor under this Agreement. The Contractor shall keep the City informed of the performance of the Contractor's duties under this Agreement. The Contractor shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in provided services.
- B. The Contractor shall perform the services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- C. The Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Agreement. The Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond the Contractor's control.
- D. The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Agreement or state law and in no way diminish any other rights that the City may have against the Contractor for faulty work.

**SECTION V**  
**PAYMENT AND FEES**

City agrees to pay Contractor for services herein contracted for as follows:

- A. Payment for basic services shall be based upon completion of all items listed and in accordance with **Exhibit "A"**.
- B. Contractor shall provide an invoice in accordance with City regulations.
- C. City will approve and inspect all work submitted and authorize all payments made under the project.

**SECTION VI**  
**TIME OF PERFORMANCE**

Contractor contracts and agrees to provide services set forth in this contract and as specified by the City. Work will continue until the Project is declared technically complete by the City Staff.

**SECTION VII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be from October 1<sup>st</sup>, 2016 through September 30<sup>th</sup>, 2017.

**SECTION VIII**  
**MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Contractor 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

Evidence of the above insurance coverage shall be required prior to final execution of the agreement.

**SECTION IX**

## **TERMINATION**

- A. 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, payment will be made to Contractor for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Contractor shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

## **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 XII** **INDEMNIFICATION**

- A. Contractor agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorneys fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent operation of the Contractor, its agents, officers and employees, carried out in furtherance of this agreement.

- B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this agreement, including any claims related to services.

**SECTION XIII**  
**CHANGES**

- A. The City may, at any time, by written order, may make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Contractor's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Contractor shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council.
- B. No services for which the Contractor will charge an additional compensation shall be furnished without the advance written authorization of the City.

**SECTION XIV**  
**SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION XV**  
**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 for the below or when mailed to the last address provided in writing to the other party by the addressee.

**SECTION XVI**  
**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 ten days' written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

**SECTION XVII**  
**SUCCESSORS AND ASSIGNS**

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

EXECUTED by the parties in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_,  
\_2016\_.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard Hinojosa., City Manager  
City of Edinburg  
415 W. University Dr  
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 & Thompson P.C.

BY: \_\_\_\_\_  
City Attorney

**BLUE WAVE EXPRESS, LLC:**

BY: \_\_\_\_\_  
Edward Owens, Chief Administrative Officer  
Blue Wave Express, LLC  
2702 W University Drive  
Edinburg, Texas 78539  
Phone (956) 720-4075

**Attachments: Exhibit "A" Scope of Work**

**Exhibit "A": SCOPE OF WORK**

**1. CAR WASH SERVICE:**

Item No.	Estimated Quantity	Unit	Item Description	Unit Price	Total
1.	1800		PROVIDE exterior car wash service as per sealed bid 2016-93 Car Wash Services specifications. Exhibit C - sealed bid specifications 2016-93.	<u>\$3.00</u>	<u>\$5400.00</u>

**Exhibit "B": CERTIFICATES OF INSURANCE**



**Exhibit "C": SEALED BID SPECIFICATIONS 2016-93**

# 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, July 18, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2016-93 CAR WASH SERVICES

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](http://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](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this bid, please contact Lt. Octavio Reyes, at (956) 383-7411 ext. 7788.

If Hand-delivering Bids: 415 West University Drive,  
C/o City Secretary Department (1<sup>st</sup> 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.



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111



## 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 CAR WASH SERVICES for the City of Edinburg at firm unit prices, commencing from the date of award and expiring September 30, 2017.

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 (1<sup>st</sup> Floor)  
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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 90 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](http://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 CAR WASH SERVICES 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 90 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 7<sup>th</sup> 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](http://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](http://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  
CAR WASH SERVICES**

**BID NO. 2016-93**

**BID OPENING DATE: July 18, 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 CAR WASH SERVICES.

**GENERAL REQUIREMENTS AND AGREEMENT FOR CAR WASH SERVICES:**

You are invited to submit a sealed bid for the purchase of CAR WASH SERVICE as requested by the City of Edinburg, Police 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 Terms and Conditions**

The City of Edinburg is soliciting sealed bids for car wash services for Edinburg police department's vehicles. The City is will solicit bids, for (2) types of car wash service. "Complete Service", which consist of the interior and exterior of the vehicle and "Exterior Only". The police department will only accept bid submissions which are based on a pricing on a "Per Use" car wash bases. Because of historical data and circumstances beyond the Department's control, the Department will not consider bid submissions which pricing is based on a subscription or monthly fee per vehicle.

The City reserves the right to award the bid to a single vendor; or to split the bid to multiple vendors if it's advantageous to the City.

The intent of these specifications is to provide car wash services, which reflect the police department's needs. The "Complete Service", is intended to provide services for marked patrol units which require the exterior and interior to be cleaned. Vehicles assigned to the Patrol division operate under extreme conditions; and at times may result in the interior having un-sanitary conditions.

The second option is for exterior washing only. This is intended for unmarked vehicles which are assigned to Investigators or Administrators. Unmarked units do not operate in extreme conditions and for these reasons are expected to be maintained by the assigned individual.

Because of time restrictions regarding police unit availability, the City will only consider machine operated car washes. Bid proposals for the exterior washing by hand will not be accepted. The City will only consider machine operated systems, where the officer remains in the vehicle at all times while the mechanical system washes the exterior. In addition, the vendor shall have a minimum of (3) three functional vacuuming stations to be used by the officers free of charge for the "Exterior Only", car washes.

Any vendor submitting a proposal agrees to the following terms and conditions.

1. Due to the necessity to have police units available for emergencies and minimize impact to the overall operation of the police department. Vendor's car wash operating location is located within the City of Edinburg.

(Circle one)

Agrees

Not in Agreement

2. Vendor agrees to a tentative schedule of washing marked units twice a month and unmarked units limited to once a month. Vendor agrees the police department may deviate from the regular proposed schedule if requested by the authorized department representative for unforeseen circumstances or special public engagement.

(Circle one)

Agrees

Not in Agreement

3. Should the Car Wash Service Bid be awarded to multiple vendors, the Department reserves the right to choose which vendor to use regardless of the police unit service type (marked patrol unit v. un-marked unit) which would best meet the operational needs of the Department.

(Circle one)

Agrees

Not in Agreement

4. Vendor agrees to utilize the "Department Service Control Document", which require officer's signatures in order to control and validate the number of washes for the specific vehicle. A vendor may also use an automated computer system utilizing fixed bar codes in lieu of the "Department Service Control Document". Any use of a bar code system, will require the bar code be permanently affixed the vehicle's front windshield. Regardless of system used, the Vendor agrees to return the "Department Service Control Document" for billing purposes along with signed receipts; or an automated bar code itemized billing invoice on a monthly bases for billing purposes. A copy of the "Department Service Control Document" is attached at the end of this sealed bid for your reference.

(Circle one)

Agrees

Not in Agreement

5. Vendor must comply with Edinburg City Ordinance Section 151.102 Interceptors and mud traps, Section 53.12 Protection of water supply and any other City Ordinance(s) regulating Car Wash Services within the City of Edinburg.

(Circle one)

Agrees

Not in Agreement

6. Vendor agrees unit pricing will include all supplies and labor cost. Vendor further agrees to use environmentally friendly and biodegradable cleaning supplies.

(Circle one)

Agrees

Not in Agreement

7. Vendor agrees to car wash service will be available at the minimum (6) six days a week and operate from at least 8:00 am to 6:00 pm, or as mutually agreed by the vendor and the Edinburg police department.

(Circle one)

Agrees

Not in Agreement

8. Complete car wash service shall include but is not limited to the following: exterior shall be scrubbed with soap and a brushes and dried properly. Upon delivery to the vehicle, there shall be no visible water streaks or stains. Door jams shall be dried and the interior vacuumed and floors washed as needed. If need be, seats and floor boards will be washed and steamed or disinfected. Dashboards, center consoles and will be dusted and cleaned for proper appearance. All glass windows will be cleaned from the inside and outside, tire shine will be

applied to the tires after cleaning. Floor boards to marked units shall not be cleaned or treated with any chemical or substance which result in slippery footing.

SERVICE NOT OFFERED

(Circle one)

Agrees

Not in Agreement

9. Exterior car wash service shall include; but is not limited to the following: exterior shall be scrubbed with soap and brushes. The car wash facility shall be equipped with an operational air blown system at the end of the car wash to remove the majority of the water. In addition, the vendor's facility must provide vacuum availability for free self-service use. The discretion to clean the interior of the vehicle will be left to the discretion of the vehicle operator, who would be responsible for cleaning and maintaining the interior.

(Circle one)

Agrees

Not in Agreement

10. Because the department has a large police fleet, approximately (62) Sixty-two marked units and approximately (55) fifty-five unmarked units, efficient washing is a necessity in order to minimize patrol units being out of service. It is imperative the vendor agrees to wash the exterior and interiors within 30 minutes of the vehicle arriving at the car wash location; and 15 minutes for exterior car wash service only.

(Circle one)

Agrees

Not in Agreement

11. Vendor agrees to extend unit pricing to other City Departments under conditions stipulated in these General Terms and Conditions.

(Circle one)

Agrees

Not in Agreement

12. Vendor agrees to honor the unit price stated on the vendor's sheet until September 30, 2017 and the City of Edinburg reserves the right to change actual quantity of units washed at any time.

(Circle one)

Agrees

Not in Agreement

13. Vendor agrees to standard terms of payment as per the City of Edinburg procurement policy.

(Circle one)

Agrees

Not in Agreement

14. Minimum Insurance requirements for vendor. Vendors must submit proof with quote submissions.

General Liability Minimums

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

Workers Compensation Statutory Limits

In accordance with the State of Texas statute.

((Circle one)

Agrees

Not in Agreement

## Department Service Control Document (Police Units)

Unit#	VIN Last (5)	Signature	Badge	Date	Time
A123	43976				
A125	43979				
A127	43978				
A128	43977				
B138	46362				
B144	19496				
D112	20012				
E135	48096				
E141	48094				
1301	25927				
1302	25928				
1303	25929				
1307	91978				
1308	91977				
1309	91979				
1401	56844				
1402	56878				
1403	66466				
1404	66467				
1405	88364				
1406	88366				
1407	88365				
A130	43975				
B120	19499				
B131	19495				
B135	46360				
B139	19498				
B140	46361				
B146	46359				
B148	46358				
B149	28222				
C107	08885				
C111	08886				
C113	08889				
C114	08888				
C116	08890				
C126	08891				

D105	20014			
D106	20015			
D108	19794			
346	49905			
341	46218			
342	47167			
B142	19497			
D131	05555			
153	36790			
314	94026			
315	04199			
316	35680			
132	29329			
C110	31080			
137	88339			
A120	79724			
109	55444			
B133	56664			
C108	16691			
E115	73838			
115	68816			
116	70359			
118	79758			
1201	30697			
1202	30947			
124	12416			
125	39980			
129	67322			
130	21062			
131	67318			
133	24270			
177	37952			
301	30041			
306	53638			
307	64887			
308	86053			
309	73906			
313	13005			
317	61524			
318	68614			
322	43810			
324	30182			
327	59535			
328	82666			

329	67718			
333	40067			
334	42116			
335	33358			
337	31439			
338	11687			
339	09194			
340	23729			
344	19002			
345	19066			
347	02091			
350	75473			
351	42001			
352	02803			
353	06936			
354	29994			
355	23363			
B141	51082			
349	96610			
1305	24419			
1306	41054			
150	12419			
174	35929			
182	25862			
319	03748			
45	44218			
91	16552			
104	95477			
1203	27407			
175	79408			
183	63709			
343	47840			
E140	48095			
1304	00122			
135	01130			
1408	00033			
1501	00025			
330	46579			
331	15123			
332	73372			
134	38500			
1502	62217			
1503	62216			

**CITY OF EDINBURG  
BID FORM FOR  
CAR WASH SERVICES**

BID NO. 2016-93

BID OPENING DATE: July 18, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Car Wash Services 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.

**CHECK ONE**

BUYBOARD   
  HGAC   
  TXMAS   
  DEALER/LOCAL  
 TX DIR   
  TFC   
 OTHER NONE  
Specify

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
(if applicable) (if applicable)

ITEM	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1,800	"EXTERIOR ONLY" CAR WASH SERVICES FOR POLICE UNITS	\$ <u>3<sup>00</sup></u>	\$ <u>5400<sup>00</sup></u>
2	575	"COMPLETE SERVICE" CAR WASH SERVICES FOR POLICE UNITS	\$ <u>N/A</u>	\$ <u>N/A</u>
3		GRAND TOTAL		\$ <u>5400<sup>00</sup></u>

**BID FORM FOR CAR WASH SERVICE (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.

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 29 day of Oct, 2015

SIGNATURE:



TYPE/PRINT NAME:

EDWARD OWENS

TITLE:

DIRECTOR OF OPERATIONS

COMPANY:

BWE II, LLC

ADDRESS:

BlueWave Express Car Wash  
1382 W University Dr

TELEPHONE NO.:

956-720 4075 / 415-747-3045

FAX NO.:

877-214-6686

EMAIL:

elo@bluewex.com

DELIVERY DATE:

10/29/2015

(Quotes without a delivery date will be considered incomplete.)

# 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:  
2016-88962

Date Filed:  
07/22/2016

Date Acknowledged:

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

BlueWave Express Car Wash  
Edinburg, 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.

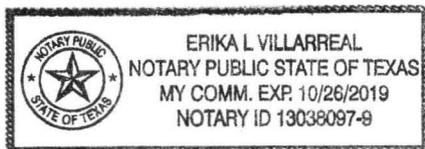
Bid # 2016-93  
Car Wash Services

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

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

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



*Richard K Fuentes*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard K Fuentes, this the 17<sup>th</sup> day of August, 20 16, to certify which, witness my hand and seal of office.

*Erika L Villarreal*  
Signature of officer administering oath

Erika L. Villarreal  
Printed name of officer administering oath

Personal Banker  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2016-96525

Date Filed:  
 08/09/2016

Date Acknowledged:

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

107 Monster Car Wash  
 Edinburg, 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.**

2016-93  
 Express exterior wash and full service interior wash.

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

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

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



AFFIX NOTARY STAMP / SEAL ABOVE

Walid Haidar  
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Walid Haidar, this the 9<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

Ruth Hernandez  
 Signature of officer administering oath

Ruth Hernandez  
 Printed name of officer administering oath

Notary Public  
 Title of officer administering oath

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding Bid No. 2017-03, Commercial Metal Containers to Roll-Offs USA and Wastequip Mfg. Co. LLC., Per Unit Prices as Listed. [Ramiro L. Gomez, Director Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday, October 3, 2016 bids were opened for Bid No. 2017-03, Commercial Metal Containers. A total of two (2) bids were received and opened. After review and tabulation, the lowest bidders meeting specifications were Roll-Offs USA and Wastequip Mfg. Co. LLC., on a per unit pricing as highlighted on the bid tabulations.

Currently, the Department of Solid Waste Management utilizes commercial metal containers to provide service for over 2,310 local businesses and commercial establishments. The purchase of these containers will serve to replenish depleted departmental inventory in order to continue addressing increased service demand and/or establishment of new services.

Staff has noted that due to the array of different service options, estimates were utilized as minimum purchase amounts for this bid. Actual quantities vary significantly and are dependent on yearly service requests. Therefore, the bid is being awarded based on a per unit price basis in order to allow for the purchase of those quantities necessary to meet the operational needs of the department and its service obligations.

Staff has verified that no monies are owed to the City of Edinburg by Roll-Offs USA or Wastequip Mfg. Co. LLC. Funding is available within the Solid Waste Management's 2016-2017 Fiscal Year Operating Budget. The City has previously done business with both Roll-Offs USA and Wastequip Mfg.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-03, Commercial Metal Containers to Roll-Offs USA and Wastequip Mfg. Co. LLC, Per Unit Prices as Listed.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

Â /s/Ramiro L. Gomez,  
Jr.  
\_\_\_\_\_  
Ramiro Gomez  
Director of Solid Waste  
Management

\*\*\*\*\*

**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: Commercial Metal Containers  
 Bid No.: 2017-03  
 Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	ROLL-OFFS USA DURANT, OK		Wastequip Mfg. Co. LLC CHARLOTTE, NC		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
1.1	10	1.5 yd Commercial Metal Side Load/3 piece metal and poly lid plus freight	\$387.00	\$3,870.00	\$422.00	\$4,220.00		
1.2	10	2 yd Commercial Metal Side Load/3 piece metal and poly lid plus freight	\$439.00	\$4,390.00	\$444.00	\$4,440.00		
1.3	10	3 yd Commercial Metal Side Load/3 piece metal and poly lid plus freight	\$488.00	\$4,888.00	\$493.00	\$4,930.00		
1.4	10	4 yd Commerical Metal Side Load/3 piece metal and poly lid plus freight	\$555.00	\$5,550.00	\$533.00	\$5,330.00		
1.5	10	1.5 yd Commercial Metal Side Load/3 piece metal lid plus freight	\$412.00	\$4,120.00	NO BID	NO BID		
1.6	10	2 yd Commercial Metal Side Load/3 piece metal lid plus freight	\$469.00	\$4,690.00	NO BID	NO BID		
1.7	10	3 yd Commercial Metal Side Load/3 piece metal lid plus freight	\$515.00	\$5,150.00	NO BID	NO BID		
1.8	10	4 yd Commerical Metal Side Load/3 piece metal lid plus freight	\$580.00	\$5,800.00	NO BID	NO BID		
2.1	10	2 yd Commercial Metal Front Load/3 piece metal and poly plus freight	\$426.00	\$4,260.00	\$367.00	\$3,670.00		
<b>SUBTOTAL.....</b>								
<b>NET TOTAL.....</b>								
<b>TERMS.....</b>								
<b>DELIVERY.....</b>								

**RECOMMENDATION:**

Award: Bid 2017-03 to ROLL-OFFS USA and Wastequip Mfg. Co. LLC,  
the lowest bidders per unit pricing on highlighted items

Department: Solid Waste Management  
 Budgeted Amount Available: \$285,000  
 Additional Funds Required: \_\_\_\_\_  
 Prepared By: Laura Olivarez, Adminisitrative Assistant

**DISCLAIMER:**

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

# BID RECOMMENDATION FORM

Title: Commercial Metal Containers  
 Bid No.: 2017-03  
 Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	ROLL-OFFS USA DURANT, OK		Wastequip Mfg. Co. LLC CHARLOTTE, NC		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
2.2	10	3 yd Commercial Metal Front Load/3 piece metal and poly lid plus freight	\$517.00	\$5,170.00	\$439.00	\$4,390.00		
2.3	10	4 yd Commercial Metal Front Load/3 piece metal and poly lid plus freight	\$633.00	\$6,330.00	\$494.00	\$4,940.00		
2.4	10	2 yd Commercial Metal Front Load/3 piece metal lid plus freight	\$476.00	\$4,760.00	NO BID	NO BID		
2.5	10	3 yd Commercial Metal Front Load/3 piece metal lid plus freight	\$577.00	\$5,770.00	NO BID	NO BID		
2.6	10	4 yd Commercial Metal Front Load/3 piece metal lid plus freight	\$693.00	\$6,930.00	NO BID	NO BID		
3.1	10	8 yd Low Profile or Slanted Type Commercial Metal Front Load/2 piece poly lid plus freight	\$983.00	\$9,830.00	\$777.00	\$7,770.00		
4.1	10	8 yd Standard Type Commercial Metal Front Load /2 piece poly lid plus freight	\$983.00	\$9,830.00	\$791.00	\$7,910.00		
5.1	10	10 yd Commercial Metal Front Load/2 piece poly lid plus freight	\$1,219.00	\$12,190.00	\$1,138.00	\$11,380.00		
6.1	10	20 Cubic Yard "T" Style or Tub Style Roll Off Container plus freight	\$3,520.00	\$35,200.00	\$3,510.00	\$35,100.00		
<b>SUBTOTAL</b> .....								
<b>NET TOTAL</b> .....								
<b>TERMS</b> .....								
<b>DELIVERY</b> .....								

**RECOMMENDATION:**

Award: Bid 2017-03 to ROLL-OFFS USA and Wastequip Mfg. Co. LLC,  
the lowest bidders per unit pricing on highlighted items

Department: Solid Waste Management

Budgeted Amount Available: \$285,000

Additional Funds Required: \_\_\_\_\_

Prepared By: Laura Olivarez, Administrative Assistant

**DISCLAIMER:**

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

# BID RECOMMENDATION FORM

Title: Commercial Metal Containers  
 Bid No.: 2017-03  
 Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	ROLL-OFFS USA DURANT, OK		Wastequip Mfg. Co. LLC CHARLOTTE, NC		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
6.2	10	30 Cubic Yard "T" Style or Tub Style Roll Off Container plus freight	\$3,949.00	\$39,490.00	\$3,823.00	\$38,230.00		
6.3	10	40 Cubic Yard "T" Style or Tub Style Roll Off Container plus freight	\$4,820.00	\$48,200.00	\$4,493.00	\$44,930.00		
7.1	10	Replacement 2,3 & 4 yd Hinged Metal Lid - 3 piece Metal Lid - 1 complete set	\$144.00	\$1,440.00	NO BID	NO BID		
7.2	10	Replacement 2,3 & 4 yd Hinged Metal Lid piece of a 3 piece lid	\$144.00	\$1,440.00	NO BID	NO BID		
7.3	10	Replacement 2,3 & 4 yd 2 single wall UHM polyethylene lids of the 3 piece lid. (Set of 2)	\$40.00	\$400.00	\$128.30	\$1,283.00		
7.4	10	Replacement 2,3 & 4 yd 2 single wall UHM polyethylene lids of the 2 piece lid. (Set of 2 - Full Length)	\$54.00	\$540.00	\$42.00	\$420.00		
7.5	10	Replacement 8 & 10 yd 2 single wall UHM polyethylene lids (set of 2)	\$60.00	\$600.00	\$42.00	\$420.00		
	*	NO freight charges apply IF shipped with containers						
		If shipped alone charges are based on weight and will be added to extended price						
<b>SUBTOTAL</b> .....								
<b>NET TOTAL</b> .....								
<b>TERMS</b> .....								
<b>DELIVERY</b> .....								

**RECOMMENDATION:**

Award: Bid 2017-03 to ROLL-OFFS USA and Wastequip Mfg. Co. LLC,  
the lowest bidders per unit pricing on highlighted items

Department: Solid Waste Management  
 Budgeted Amount Available: \$285,000  
 Additional Funds Required: \_\_\_\_\_  
 Prepared By: Laura Olivarez, Administrative Assistant

**DISCLAIMER:**

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

# BID RECOMMENDATION FORM

Title: Commercial Metal Containers  
 Bid No.: 2017-03  
 Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	ROLL-OFFS USA DURANT, OK		Wastequip Mfg. Co. LLC CHARLOTTE, NC		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
8.1	10	1.5yd side load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	\$177.00	\$1,770.00	\$165.00	\$1,650.00		
8.2	10	2yd side load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	\$177.00	\$1,770.00	\$180.00	\$1,800.00		
8.3	10	3yd side load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	\$194.00	\$1,940.00	\$195.00	\$1,950.00		
8.4	10	4yd side load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	\$194.00	\$1,940.00	\$195.00	\$1,950.00		
8.5	10	2yd front load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	\$181.00	\$1,810.00	\$135.00	\$1,350.00		
8.6	10	3yd front load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	\$204.00	\$2,040.00	\$155.00	\$1,550.00		
8.7	10	4yd front load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	\$237.00	\$2,370.00	\$175.00	\$1,750.00		
8.8	10	8yd low profile or slanted type commercial metal front load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	\$295.00	\$2,950.00	\$215.00	\$2,150.00		
	*	NO freight charges apply IF shipped with containers						
		If shipped alone charges are based on weight and will be added to extended price						
<b>SUBTOTAL</b> .....								
<b>NET TOTAL</b> .....								
<b>TERMS</b> .....								
<b>DELIVERY</b> .....								

**RECOMMENDATION:**

Award: Bid 2017-03 to ROLL-OFFS USA and Wastequip Mfg. Co. LLC,  
 the lowest bidders per unit pricing on highlighted items.

Department: Solid Waste Management

Budgeted Amount Available: \$285,000

Additional Funds Required: \_\_\_\_\_

Prepared By: Laura Olivarez, Administrative Assistant

**DISCLAIMER:**

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

# BID RECOMMENDATION FORM

Title: Commercial Metal Containers  
 Bid No.: 2017-03  
 Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	ROLL-OFFS USA DURANT, OK		Wastequip Mfg. Co. LLC CHARLOTTE, NC		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
8.9	10	8yd standard type commercial metal front load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	\$ 295.00	\$ 2,950.00	\$ 185.00	\$ 1,850.00		
8.10	10	10yd commercial metal front load prefabricated 10ga primed bottom with 6" caster pad, and drain plug	\$ 358.00	\$ 3,580.00	\$ 215.00	\$ 2,150.00		
8.11	10	20cy "T" style or tub style roll off container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (5'6"x19'11½")	\$ 2,592.00	\$ 25,920.00	NO BID	NO BID		
8.12	10	30cy "T" style or tub style roll off container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (5'6"x19'11½")	\$ 2,592.00	\$ 25,920.00	NO BID	NO BID		
8.13	10	20cy "Rectangular" style or tub style roll off container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (6'11"x21'8½")	\$ 2,592.00	\$ 25,920.00	NO BID	NO BID		
8.14	10	30cy "Rectangular" style or tub style roll off container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7'x21'8½")	\$ 2,592.00	\$ 25,920.00	NO BID	NO BID		
	*	NO freight charges apply IF shipped with containers If shipped alone charges are based on weight and will be added to extended price						
<b>SUBTOTAL</b> .....								
<b>NET TOTAL</b> .....								
<b>TERMS</b> .....								
<b>DELIVERY</b> .....								

**RECOMMENDATION:**

Award: Bid 2017-03 to ROLL-OFFS USA and Wastequip Mfg. Co. LLC,  
the lowest bidders per unit pricing on highlighted items.

Department: Solid Waste Management  
 Budgeted Amount Available: \$285,000  
 Additional Funds Required: \_\_\_\_\_  
 Prepared By: Laura Olivarez, Administrative Assistant

**DISCLAIMER:**

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





# DEPARTMENT OF SOLID WASTE MANAGEMENT



BID REQUEST

**COMMERCIAL METAL CONTAINER(S)**

Bid # 2017-03

BID DUE DATE: Monday, October 03, 2016

DUE TIME: 3:00 P.M., C.S.T.

8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 381-5635 • Fax (956) 292-2064

## 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, October 03, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2017-03 COMMERCIAL METAL CONTAINER(S)

**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](http://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](mailto:lfuentes@cityofedinburg.com)**

If you have any questions or require additional information regarding this bid, please contact **Solid Waste Management at (956) 381-5635.**

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 **COMMERCIAL METAL CONTAINER(S)** 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 (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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.

**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.

### **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, 956-418-1895) 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](http://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 **COMMERCIAL METAL CONTAINER(S)** 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.)

### **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.

## **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 7<sup>th</sup> 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](http://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](http://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.

- (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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 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**

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  
BID FORM FOR  
COMMERCIAL METAL CONTAINERS**

**BID NO. 2017 -03** \_\_\_\_\_

**BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **Commercial Metal Containers** 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.**

**CHECK ONE**

- BUYBOARD**     **H-GAC**     **TXMAS**     **DEALER/LOCAL**  
 **TX DIR**         **TFC**         **OTHER** \_\_\_\_\_

**Specify**

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
(if applicable) (if applicable)

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
COMMERCIAL METAL CONTAINER(S)**

**BID NO. 2017 -03**

**BID OPENING DATE: Monday, October 03, 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 **COMMERCIAL METAL CONTAINER(S)**.

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE COMMERCIAL METAL CONTAINER(S):**

**You are invited to submit a sealed bid for the Commercial Metal Container(s) as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

<b>INSTRUCTIONS</b>	INITIAL
The specifications herein describe the minimum acceptable features, colors and performance requirements for rollout waste containers the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b> , referencing applicable paragraph(s), and explained in detail on a separate page titled <b>"Exceptions"</b> . Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b> . Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	
	INITIAL
<b>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids.</b> It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term <b>by signing the Bid; the bidder agrees that he had read and understood the instruction</b> to bidders and thereby agrees to all of the specifications and stipulations as listed.	

<b>SATISFACTORY SERVICE</b>		INITIAL		
It is agreed that all goods and services by the supplier or service provider shall be to the satisfaction of a designated City representative. In the event that the supplier or service provider defaults on performance of any of these requirements or if the service provider has been unavailable or unresponsive to our requests for <b><u>three non-consecutive times</u></b> , the City shall have the right to terminate this agreement upon 30 days written notice delivered to the supplier or service provider by mail. The supplier or service provider shall maintain this contract during the termination period. Termination of the contract may not relieve the supplier or service provider of any liability to the City for damages sustained by the City because of any breach of this agreement by the supplier or service provider. The City may withhold any payments to supplier or service provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined.				
<b>WARRANTY</b>		INITIAL		
The successful supplier or service provider shall furnish <b><u>factory warranty</u></b> on all goods or services furnished hereunder against defect in materials and/or workmanship. The <b><u>factory warranty</u></b> shall become effective on the date of delivery and acceptance by the City. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the bid sheet or enclosed therewith.				
<b>PRICE GUARANTEE PERIOD</b>		INITIAL		
Pricing on all items shall be considered firm for twelve (12) month period and <b><u>NO CHANGES</u></b> on the listed price will be accepted during this time period.				
<b>QUANTITY</b>		INITIAL		
The City of Edinburg reserves the right to <b>purchase any part or all containers</b> as deemed necessary. The City of Edinburg also reserves the right to <b>increase or decrease</b> specific amounts or containers purchased.				
<b>MANUFACTURING PROCESSES AND MATERIALS:</b>			INITIAL	
Each rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.				
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.				
All Commercial Side Load Containers shall be manufactured under strict specifications for and services to be rendered by Pak-Mor automated retrievers. <b>(NO EXCEPTIONS or VARIATIONS WILL BE ACCEPTED)</b>				
<b>COMMERCIAL SIDE LOAD CONTAINERS</b>		INITIAL		
1	<b>MINIMUM SPECIFICATIONS FOR 1.5 thru 4 CUBIC YARD</b>	YES	NO	EXCEPTION
	Container Capacity - 1.5 CY thru 4 CY			
	Container shall be constructed with a 3 piece lid- 2 single wall UHM polyethylene lids with 16ga hinged metal lid.			
	Hinge Rod -- 5/8" HR round , formed one end, washer and cotter opposite end			

Hinge bracket 3/16" plate on poly lids, 1/4" formed on steel lid
Retriever angle – 1/4" formed plate
Lift channel – 3/16" formed plate
Buff plate - 1/4" formed angle
Reinforcement – 3/16" plate
Container Bottom/Floor - 10ga - Container bottom shall be furnished with 4, 7ga formed caster pads providing a minimum of 2" ground clearance from the ground; all points to provide ground contact.
Bottom Channel – 10ga formed channel capped at both ends from front to back
Drain – 1 1/4 " weld flange and 1 1/4 " Neoprene drain plug
Body Panels/Sides - 12ga
Top framing - 12ga formed channels interlocking
Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)
Color shall be steady brown – One coat rust inhibitive primer interior and exterior – Two coats brown industrial oil based enamel exterior only. (See attached Sherwin Williams paint formula)
(Alternate Option) Container shall be constructed with a 3 piece 16 gauge metal lids.

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
1.1	10	1.5 yd Commercial Metal <b>Side</b> Load / 3 piece (metal and poly lid)				
1.2	10	2 yd Commercial Metal <b>Side</b> Load / 3 piece (metal and poly lid)				
1.3	10	3 yd Commercial Metal <b>Side</b> Load / 3 piece (metal and poly lid)				
1.4	10	4 yd Commercial Metal <b>Side</b> Load / 3 piece (metal and poly lid)				
1.5	10	1.5 yd Commercial Metal <b>Side</b> Load / 3 piece (metal lid)				
1.6	10	2 yd Commercial Metal <b>Side</b> Load / 3 piece (metal lid)				

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
1.7	10	3 yd Commercial Metal <b>Side</b> Load / 3 piece (metal lid)				
1.8	10	4 yd Commercial Metal <b>Side</b> Load / 3 piece (metal lid)				

**COMMERCIAL FRONT LOAD CONTAINERS**

COMMERCIAL FRONT LOAD CONTAINERS				INITIAL			
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	<b>MINIMUM SPECIFICATIONS FOR 1.5 thru 4 CUBIC YARD</b>	YES	NO	EXCEPTION
		2	Capacity from 1.5 CY thru 4 CY	
	Sides and ends - 12ga steel			
	Lift Sleeves – 10ga steel			
	Sleeve gussets – 12ga “no step” design on top; (2) 10ga “taco” gussets on bottom			
	Blunderbuss – 7ga formed steel			
	Buff plate – 7ga formed steel			
	Top framing – sides 12ga formed channel; front and rear 10ga formed channel			
	Hinge pins – 5/8” HR round , formed one end, washer and cotter opposite end			
	Hinge brackets – 7ga stamped			
	Floor – 10ga steel			
	Bottom channels – (2) formed 10ga channels capped at both ends from front to back; except for 2 & 3 yard containers			
	Caster pads - 2 & 3 yd containers will have (4) 7ga pads and 1 formed 10ga bottom channel capped at both ends from front to back			
	Drain – 1 ¼” weld flange with neoprene sponge			
	Container shall be constructed with a 2 piece UV stabilized UHM molded polyethylene.			
	Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)			

Color shall be steady brown – One coat rust inhibitive primer interior and exterior – Two coats brown industrial oil based enamel exterior only. (See attached Sherwin Williams paint formula)						
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
2.1	10	2 yd Commercial Metal <b>Front</b> Load / 3 piece (metal and poly lid)				
2.2	10	3 yd Commercial Metal <b>Front</b> Load / 3 piece (metal and poly lid)				
2.3	10	4 yd Commercial Metal <b>Front</b> Load / 3 piece (metal and poly lid)				
2.4	10	2 yd Commercial Metal <b>Front</b> Load / 3 piece (metal lid)				
2.5	10	3 yd Commercial Metal <b>Front</b> Load / 3 piece (metal lid)				
2.6	10	4 yd Commercial Metal <b>Front</b> Load / 3 piece (metal lid)				

**MINIMUM SPECIFICATIONS FOR 8 CUBIC YARDS SLANT/LOW PROFILE**

<b>3</b>	<b>MINIMUM SPECIFICATIONS FOR 8 CUBIC YARDS SLANT/LOW PROFILE</b>	YES	NO	EXCEPTION
	Capacity; Eight (8)CY - Slant/Low Profile			
	Lids: Container shall be 2 UV stabilized HWM molded polyethylene lids.			
	Hinge Pin: 3/16 x 1 1/2 cotter pin			
	Hinge brackets: 7 ga.			
	Body Size - (Refer to Attached Drawing for Container Dimensions)			
	Overall Size - Approximately			
	<ul style="list-style-type: none"> <li>a) Depth – Seventy Eight Inches (78”).</li> <li>b) Width – Seventy Two Inches (72”).</li> <li>c) Height – Seventy three ¾ inches (73 ¾”).</li> </ul>			
Gauge of Metal: Minimum of gauge; 10 ga steel for floor				

Sides and ends: 12 ga steel
Sleeve gussets: 12 ga, "no-step" design on top; (2) 10 ga. "taco" gussets on bottom
Lift Sleeves: 10 ga. Steel
Blunderbuss: 7 ga.
Top framing/sides: 12 ga. formed channel
Front & Rear: 10 ga. formed channel
Bottom channels: (2) formed 10 ga. Channels capped at both ends from front to back
Drain: 1 ¼ " weld flange
Drain plug: neoprene sponge
Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
3.1	10	8 yd <b>Low Profile or Slanted Type</b> Commercial Metal <b>Front</b> Load / 2 piece (poly lid)				

**MINIMUM SPECIFICATIONS FOR 8 CUBIC YARDS – STANDARD PROFILE**

4	<b>MINIMUM SPECIFICATIONS FOR 8 CUBIC YARDS – STANDARD PROFILE</b>				YES	NO	EXCEPTION
	Capacity; Eight (8) cubic yards.						
Lids: Container shall be 2 UV stabilized HWM molded polyethylene lids							
Hinge Pin: 5/8" HR round, formed one end, washer and cotter pin opposite end							
Hinge brackets: 7 ga. stamped							
Sides and ends: 12 ga steel							
Sleeve gussets: 12 ga, "no-step" design on top; (2) 10 ga. "taco" gussets on bottom							
Lift Sleeves: 10 ga. Steel							
Blunderbuss: 7 ga. formed steel							
Top framing/sides: 12 ga. formed channel							

Front & Rear: 10 ga. formed channel
Gauge of Metal: Minimum of gauge; 10 ga steel for floor
Bottom channels: (2) formed 10 ga. channels capped at both ends from front to back
Drain: 1 ¼ " weld flange
Drain plug: neoprene sponge
Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
4.1	10	8 yd <b>Standard</b> Type Commercial Metal <b>Front</b> Load / 2 piece (poly lid)				

**MINIMUM SPECIFICATIONS FOR 10 CUBIC YARDS**

					YES	NO	EXCEPTION
<b>5</b>	<b>MINIMUM SPECIFICATIONS FOR 10 CUBIC YARDS</b>						
	Capacity: Ten (10) cubic yards.						
	Lids: Container shall be 2 UV stabilized HWM molded polyethylene lids						
	Hinge Pin: 5/8" HR round, formed one end, washer and cotter pin opposite end						
	Hinge brackets: 7 ga. stamped						
	Sides and ends: 12 ga steel						
	Sleeve gussets: 12 ga, "no-step" design on top: (2) 10 ga. "taco" gussets on bottom						
	Lift Sleeves: 10 ga. Steel						
	Blunderbuss: 7 ga. formed steel						
	Top framing/sides: 12 ga. formed channel						
	Front & Rear: 10 ga. formed channel						
	Gauge of Metal: Minimum of gauge; 10 ga steel for floor						
	Bottom channels: (2) formed 10 ga. Channels capped at both ends from front to back						

	Drain: 1 ¼ " weld flange						
	Drain plug: neoprene sponge						
	Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)						
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price	
5.1	10	10 yd Commercial Metal <b>Front</b> Load / 2 piece (poly lid)					
<b>TUB STYLE ROLL-OFF CONTAINERS</b>					INITIAL		
All containers shall be manufactured under strict specifications							
<b>NO EXCEPTIONS or VARIATIONS WILL BE ACCEPTED.</b>							
<b>6</b>	<b>MINIMUM SPECIFICATIONS FOR ROLL-OFF</b>				YES	NO	EXCEPTION
	Heavy duty rear door hinges with grease fittings						
	ANSI approved door latch						
	Rear door safety chain & brackets						
	Rear door hinged curbside						
	Rear container hold downs						
	Greaseable wear points						
	Outside rail understructure						
	10 gauge sides						
	7 gauge floor						
	6" X 2" X 1/4" rectangular tube long sills						
	4" wide X 4" high X 3/16" rectangular tube top cap						
	3" structural channel cross members on 16" centers. Each cross member is gusseted & welded to the long sill						

6 5/8" O.D. rear rollers						
Tarp Hooks						
Solid steel nose cone added to the front of the long sills to reduce impact damage						
Interior gussets						
Serial number welded to container						
Primed & finish painted in accordance to COE specifications listed color						
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
6.1	10	20 Cubic Yard "T" Style or Tub Style Roll Off Container				
6.2	10	30 Cubic Yard "T" Style or Tub Style Roll Off Container				
6.3	10	40 Cubic Yard "T" Style or Tub Style Roll Off Container				
<b>7</b>	<b>CONTAINER LIDS</b>				<b>INITIAL</b>	
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
7.1	10	Replacement 2,3 & 4 yd Hinged Metal Lid – 3 piece Metal Lid – 1 complete set				
7.2	10	Replacement 2,3 & 4 yd Hinged Metal Lid piece of a 3 piece lid				
7.3	10	Replacement 2,3 & 4 yd 2 single wall UHM polyethylene lids of the 3 piece lid (set of 2)				
7.4	10	Replacement 2,3 & 4 yd 2 single wall UHM polyethylene lids of the 2 piece lid (set of 2- Full Length)				
7.5	10	Replacement 8 & 10 yd 2 single wall UHM polyethylene lids (set of 2)				

8		PREFABRICATED 10GA BOTTOMS				INITIAL	
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price	
8.1	10	1.5 yd <b>Side</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug					
8.2	10	2 yd <b>Side</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug					
8.3	10	3 yd <b>Side</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug					
8.4	10	4 yd <b>Side</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug					
8.5	10	2 yd <b>Front</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug					
8.6	10	3 yd <b>Front</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug					
8.7	10	4 yd <b>Front</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug					
8.8	10	8 yd <b>Low Profile or Slanted Type</b> Commercial Metal <b>Front</b> prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug					
8.9	10	8 yd <b>Standard</b> Type Commercial Metal <b>Front</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug					
8.10	10	10 yd Commercial Metal <b>Front</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug					
8.11	10	20 Cubic Yard "T" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (5'6" x 19'11 1/2")					

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
8.12	10	30 Cubic Yard "T" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (5'6" x 19'11")				
8.13	10	20 Cubic Yard "Rectangular" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (6'11" x 21'8 1/2")				
8.14	10	30 Cubic Yard "Rectangular" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7' x 21'8 1/2")				
8.15	10	20 Cubic Yard Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7'4" x 19'11 1/2")				
8.16	10	30 Cubic Yard Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7'3 1/2" x 20')				

Bids will be awarded on a per unit cost basis; bidders are encourage to bid on quantities exceeding those being estimated for bidding purposes.

CONTAINER COLOR SPECIFICATIONS				INITIAL		
Color shall be Steady Brown – One coat rust inhibitive primer interior and exterior – Two coats steady brown industrial oil based enamel exterior only. (See paint formula)						
9	BAC	Blend a Color	OZ	32	64	128
	B1	Black		4	29	1 ----
	R2	Maroon		---	56	---
	W1	White		6	63	---
	Y3	Deep Gold		18	1	1 ---

(The City of Edinburg reserves the right to purchase any part or all containers as deemed necessary. The City of Edinburg also reserves the right to increase or decrease specific amounts or containers purchased.)

INITIAL

*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 \_\_\_\_\_, 2017.

**SIGNATURE:** \_\_\_\_\_

**TYPE/PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

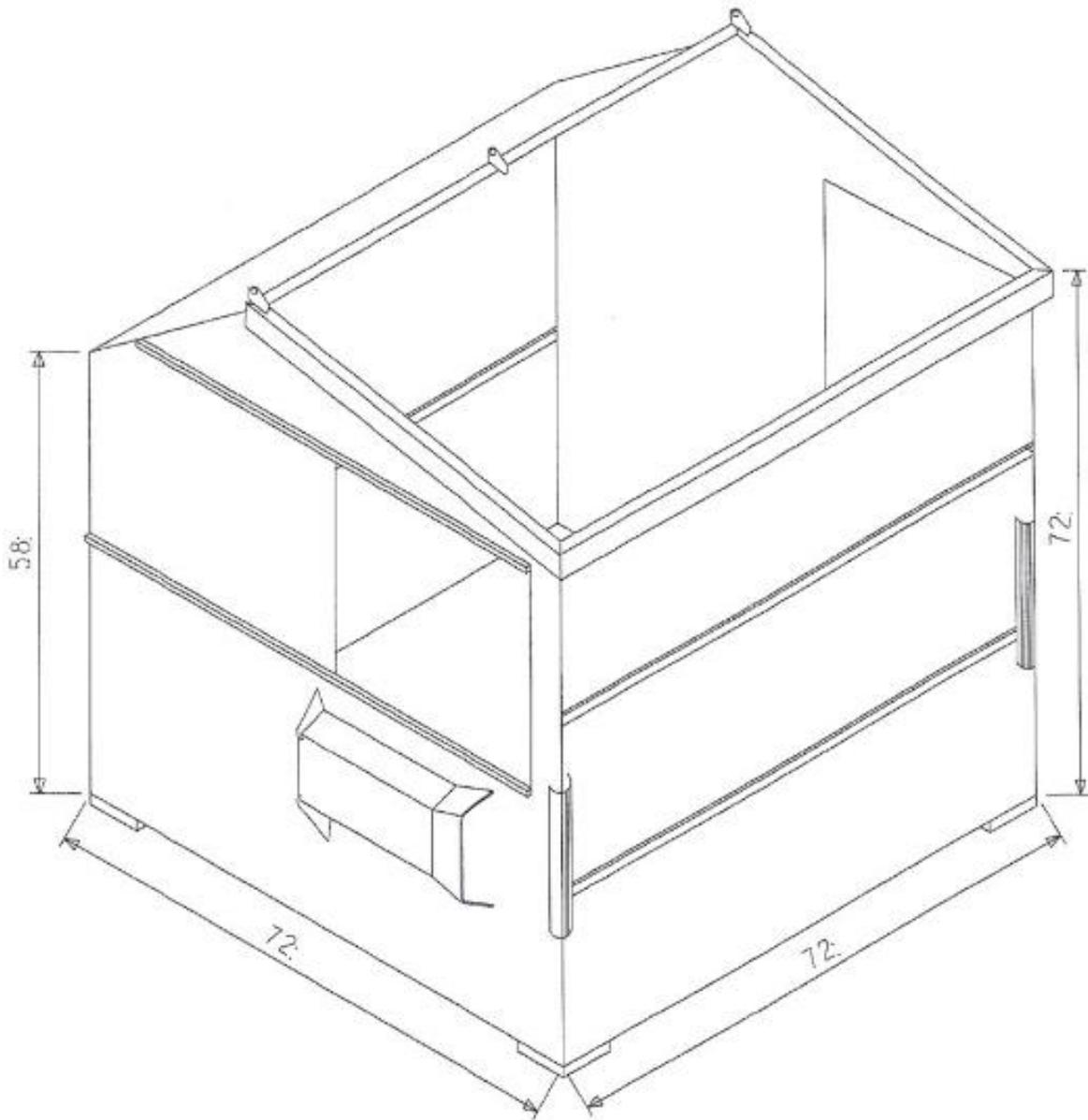
\_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**FAX NO.:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**8 CUBIC YARDS SLANT/LOW PROFILE**





**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
COMMERCIAL METAL CONTAINER(S)**

BID NO. 2017 -03

BID OPENING DATE: Monday, October 03, 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 **COMMERCIAL METAL CONTAINER(S)**.

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE COMMERCIAL METAL CONTAINER(S):**

You are invited to submit a sealed bid for the Commercial Metal Container(s) as requested by the City of Edinburg Department of Solid Waste Management. **NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

<b>INSTRUCTIONS</b>	INITIAL <i>SS</i>
The specifications herein describe the minimum acceptable features, colors and performance requirements for rollout waste containers the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL <i>SS</i>
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b> , referencing applicable paragraph(s), and explained in detail on a separate page titled <b>"Exceptions"</b> . Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b> . Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	
	INITIAL <i>SS</i>
The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term <b>by signing the Bid; the bidder agrees that he had read and understood the instruction</b> to bidders and thereby agrees to all of the specifications and stipulations as listed.	

<b>SATISFACTORY SERVICE</b>		INITIAL <b>SS</b>			
It is agreed that all goods and services by the supplier or service provider shall be to the satisfaction of a designated City representative. In the event that the supplier or service provider defaults on performance of any of these requirements or if the service provider has been unavailable or unresponsive to our requests for <u>three non-consecutive times</u> , the City shall have the right to terminate this agreement upon 30 days written notice delivered to the supplier or service provider by mail. The supplier or service provider shall maintain this contract during the termination period. Termination of the contract may not relieve the supplier or service provider of any liability to the City for damages sustained by the City because of any breach of this agreement by the supplier or service provider. The City may withhold any payments to supplier or service provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined.					
<b>WARRANTY</b>		INITIAL <b>SS</b>			
The successful supplier or service provider shall furnish <u>factory warranty</u> on all goods or services furnished hereunder against defect in materials and/or workmanship. The <u>factory warranty</u> shall become effective on the date of delivery and acceptance by the City. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the bid sheet or enclosed therewith.					
<b>PRICE GUARANTEE PERIOD</b>		INITIAL			
Pricing on all items shall be considered firm for twelve (12) month period and <u>NO CHANGES</u> on the listed price will be accepted during this time period.					
<b>QUANTITY</b>		INITIAL <b>SS</b>			
The City of Edinburg reserves the right to <b>purchase any part or all containers</b> as deemed necessary. The City of Edinburg also reserves the right to <b>increase or decrease</b> specific amounts or containers purchased.					
<b>MANUFACTURING PROCESSES AND MATERIALS:</b>					INITIAL <b>SS</b>
Each rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.					N/A - for plastic carts
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.					<b>SS</b>
All Commercial Side Load Containers shall be manufactured under strict specifications for and services to be rendered by Pak-Mor automated retrievers. <b>(NO EXCEPTIONS or VARIATIONS WILL BE ACCEPTED)</b>					<b>SS</b>
<b>COMMERCIAL SIDE LOAD CONTAINERS</b>		*Please see attached clarifications		INITIAL <b>SS</b>	
<b>1</b>	<b>MINIMUM SPECIFICATIONS FOR 1.5 thru 4 CUBIC YARD</b>		YES	NO	EXCEPTION <input checked="" type="checkbox"/>
	Container Capacity - 1.5 CY thru 4 CY				
	Container shall be constructed with a 3 piece lid- 2 single wall UHM polyethylene lids with 16ga hinged metal lid.				
	Hinge Rod - - 5/8" HR round , formed one end, washer and cotter opposite end				

Hinge bracket 3/16" plate on poly lids, 1/4" formed on steel lid						
Retriever angle – 1/4" formed plate						
Lift channel – 3/16" formed plate						
Buff plate - 1/4" formed angle						
Reinforcement – 3/16" plate						
Container Bottom/Floor - 10ga - Container bottom shall be furnished with 4, 7ga formed caster pads providing a minimum of 2" ground clearance from the ground; all points to provide ground contact.						
Bottom Channel – 10ga formed channel capped at both ends from front to back						
Drain – 1 1/4" weld flange and 1 1/4" Neoprene drain plug						
Body Panels/Sides - 12ga						
Top framing - 12ga formed channels interlocking						
Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)						
Color shall be steady brown – One coat rust inhibitive primer interior and exterior – Two coats brown industrial oil based enamel exterior only. (See attached Sherwin Williams paint formula)						
(Alternate Option) Container shall be constructed with a 3 piece 16 gauge metal lids.						
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
1.1	10	1.5 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$422.00	\$4,220.00
1.2	10	2 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$444.00	\$4,440.00
1.3	10	3 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$493.00	\$4,930.00
1.4	10	4 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$533.00	\$5,330.00
1.5	10	1.5 yd Commercial Metal <u>Side</u> Load / 3 piece (metal lid)			No Bid	
1.6	10	2 yd Commercial Metal <u>Side</u> Load / 3 piece (metal lid)			No Bid	

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
1.7	10	3 yd Commercial Metal <u>Side</u> Load / 3 piece (metal lid)			No Bid	
1.8	10	4 yd Commercial Metal <u>Side</u> Load / 3 piece (metal lid)			No Bid	

COMMERCIAL FRONT LOAD CONTAINERS

INITIAL 

2	MINIMUM SPECIFICATIONS FOR 1.5 thru 4 CUBIC YARD	YES	<input checked="" type="checkbox"/>	NO	EXCEPTION
		Capacity from 1.5 CY thru 4 CY			
	Sides and ends - 12ga steel				
	Lift Sleeves – 10ga steel				
	Sleeve gussets – 12ga “no step” design on top; (2) 10ga “taco” gussets on bottom				
	Blunderbuss – 7ga formed steel				
	Buff plate – 7ga formed steel				
	Top framing – sides 12ga formed channel; front and rear 10ga formed channel				
	Hinge pins – 5/8" HR round , formed one end, washer and cotter opposite end				
	Hinge brackets – 7ga stamped				
	Floor – 10ga steel				
	Bottom channels – (2) formed 10ga channels capped at both ends from front to back; except for 2 & 3 yard containers				
	Caster pads - 2 & 3 yd containers will have (4) 7ga pads and 1 formed 10ga bottom channel capped at both ends from front to back				
	Drain – 1 ¼" weld flange with neoprene sponge				
	Container shall be constructed with a 2 piece UV stabilized UHM molded polyethylene.				
	Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)				

Color shall be steady brown – One coat rust inhibitive primer interior and exterior – Two coats brown industrial oil based enamel exterior only. (See attached Sherwin Williams paint formula)								
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price		
2.1	10	2 yd Commercial Metal <b>Front</b> Load / 3 piece (metal and poly lid)	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$367.00	\$3,670.00		
2.2	10	3 yd Commercial Metal <b>Front</b> Load / 3 piece (metal and poly lid)	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$439.00	\$4,390.00		
2.3	10	4 yd Commercial Metal <b>Front</b> Load / 3 piece (metal and poly lid)	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$494.00	\$4,940.00		
2.4	10	2 yd Commercial Metal <b>Front</b> Load / 3 piece (metal lid)			No Bid			
2.5	10	3 yd Commercial Metal <b>Front</b> Load / 3 piece (metal lid)			No Bid			
2.6	10	4 yd Commercial Metal <b>Front</b> Load / 3 piece (metal lid)			No Bid			
3	<b>MINIMUM SPECIFICATIONS FOR 8 CUBIC YARDS SLANT/LOW PROFILE</b>				YES	<input checked="" type="checkbox"/>	NO	EXCEPTION
	Capacity; Eight (8)CY - Slant/Low Profile							
	Lids: Container shall be 2 UV stabilized HWM molded polyethylene lids.							
	Hinge Pin: 3/16 x 1 1/2 cotter pin							
	Hinge brackets: 7 ga.							
	Body Size - (Refer to Attached Drawing for Container Dimensions)							
	Overall Size - Approximately							
	<ul style="list-style-type: none"> <li>a) Depth – Seventy Eight Inches (78").</li> <li>b) Width – Seventy Two Inches (72").</li> <li>c) Height – Seventy three ¾ inches (73 ¾").</li> </ul>							
Gauge of Metal: Minimum of gauge; 10 ga steel for floor								

Sides and ends: 12 ga steel								
Sleeve gussets: 12 ga, "no-step" design on top; (2) 10 ga. "taco" gussets on bottom								
Lift Sleeves: 10 ga. Steel								
Blunderbuss: 7 ga.								
Top framing/sides: 12 ga. formed channel								
Front & Rear: 10 ga. formed channel								
Bottom channels: (2) formed 10 ga. Channels capped at both ends from front to back								
Drain: 1 1/4" weld flange								
Drain plug: neoprene sponge								
Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)								
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price		
3.1	10	8 yd <u>Low Profile or Slanted Type</u> Commercial Metal Front Load / 2 piece (poly lid)	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$777.00 (slant)	\$7,770.00		
4	<b>MINIMUM SPECIFICATIONS FOR 8 CUBIC YARDS – STANDARD PROFILE</b>				YES	<input checked="" type="checkbox"/>	NO	EXCEPTION
	Capacity; Eight (8) cubic yards.							
	Lids: Container shall be 2 UV stabilized HWM molded polyethylene lids							
	Hinge Pin: 5/8" HR round, formed one end, washer and cotter pin opposite end							
	Hinge brackets: 7 ga. stamped							
	Sides and ends: 12 ga steel							
	Sleeve gussets: 12 ga, "no-step" design on top; (2) 10 ga. "taco" gussets on bottom							
	Lift Sleeves: 10 ga. Steel							
	Blunderbuss: 7 ga. formed steel							
	Top framing/sides: 12 ga. formed channel							

	Front & Rear: 10 ga. formed channel							
	Gauge of Metal: Minimum of gauge; 10 ga steel for floor							
	Bottom channels: (2) formed 10 ga. channels capped at both ends from front to back							
	Drain: 1 ¼ " weld flange							
	Drain plug: neoprene sponge							
	Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)							
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price		
4.1	10	8 yd <b>Standard</b> Type Commercial Metal <b>Front</b> Load / 2 piece (poly lid)	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$791.00 (flat)	\$7,910.00		
		<b>MINIMUM SPECIFICATIONS FOR 10 CUBIC YARDS</b>			YES	<input checked="" type="checkbox"/>	NO	EXCEPTION
		Capacity: Ten (10) cubic yards.						
		Lids: Container shall be 2 UV stabilized HWM molded polyethylene lids						
		Hinge Pin: 5/8" HR round, formed one end, washer and cotter pin opposite end						
		Hinge brackets: 7 ga. stamped						
		Sides and ends: 12 ga steel						
5		Sleeve gussets: 12 ga, "no-step" design on top: (2) 10 ga. "taco" gussets on bottom						
		Lift Sleeves: 10 ga. Steel						
		Blunderbuss: 7 ga. formed steel						
		Top framing/sides: 12 ga. formed channel						
		Front & Rear: 10 ga. formed channel						
		Gauge of Metal: Minimum of gauge; 10 ga steel for floor						
		Bottom channels: (2) formed 10 ga. Channels capped at both ends from front to back						

Drain: 1 1/4" weld flange							
Drain plug: neoprene sponge							
Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)							
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price	
5.1	10	10 yd Commercial Metal <u>Front</u> Load / 2 piece (poly lid)	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$1,138.00 (flat)	\$11,380.00	
<b>TUB STYLE ROLL-OFF CONTAINERS</b>					INITIAL	47	
All containers shall be manufactured under strict specifications							
<b>NO EXCEPTIONS or VARIATIONS WILL BE ACCEPTED.</b>							
6	<b>MINIMUM SPECIFICATIONS FOR ROLL-OFF</b>			YES	<input checked="" type="checkbox"/>	NO	EXCEPTION
	Heavy duty rear door hinges with grease fittings						
	ANSI approved door latch						
	Rear door safety chain & brackets						
	Rear door hinged curbside						
	Rear container hold downs						
	Greaseable wear points						
	Outside rail understructure						
	10 gauge sides						
	7 gauge floor						
	6" X 2" X 1/4" rectangular tube long sills						
	4" wide X 4" high X 3/16" rectangular tube top cap						
	3" structural channel cross members on 16" centers. Each cross member is gusseted & welded to the long sill						

6 5/8" O.D. rear rollers						
Tarp Hooks						
Solid steel nose cone added to the front of the long sills to reduce impact damage						
Interior gussets						
Serial number welded to container						
Primed & finish painted in accordance to COE specifications listed color						
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
6.1	10	20 Cubic Yard "T" Style or Tub Style Roll Off Container	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$3,510.00	\$35,100.00
6.2	10	30 Cubic Yard "T" Style or Tub Style Roll Off Container	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$3,823.00	\$38,230.00
6.3	10	40 Cubic Yard "T" Style or Tub Style Roll Off Container	1 Year See attached Warranty Statement	Included in unit price -please see notes to pricing for details	\$4,493.00	\$44,930.00
<b>7 CONTAINER LIDS</b>						
				*Please see attached clarifications	INITIAL	<i>LS</i>
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
7.1	10	Replacement 2,3 & 4 yd Hinged Metal Lid – 3 piece Metal Lid – 1 complete set			No Bid	
7.2	10	Replacement 2,3 & 4 yd Hinged Metal Lid piece of a 3 piece lid			No Bid	
7.3	10	Replacement 2,3 & 4 yd 2 single wall UHM polyethylene lids of the X (2) piece lid (set of 2)		No freight if ordered and shipped with container order	\$128.30	\$1,283.00
7.4	10	Replacement 2,3 & 4 yd 2 single wall UHM polyethylene lids of the 2 piece lid (set of 2- Full Length)		No freight if ordered and shipped with container order	\$42.00 Set	\$420.00
7.5	10	Replacement 8 & 10 yd 2 single wall UHM polyethylene lids (set of 2)		No freight if ordered and shipped with container order	\$42.00 Set	\$420.00

8	PREFABRICATED 10GA BOTTOMS *Please see attached clarifications					INITIAL
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
8.1	10	1.5 yd <b>Side</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug		No freight if ordered and shipped with container order	\$165.00	\$1650.00
8.2	10	2 yd <b>Side</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug		No freight if ordered and shipped with container order	\$180.00	\$1800.00
8.3	10	3 yd <b>Side</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug		No freight if ordered and shipped with container order	\$195.00	\$1950.00
8.4	10	4 yd <b>Side</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug		No freight if ordered and shipped with container order	\$195.00	\$1950.00
8.5	10	2 yd <b>Front</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug		No freight if ordered and shipped with container order	\$135.00	\$1350.00
8.6	10	3 yd <b>Front</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug		No freight if ordered and shipped with container order	\$155.00	\$1550.00
8.7	10	4 yd <b>Front</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug		No freight if ordered and shipped with container order	\$175.00	\$1750.00
8.8	10	8 yd <b>Low Profile or Slanted Type</b> Commercial Metal <b>Front</b> prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug		No freight if ordered and shipped with container order	\$215.00	\$2150.00
8.9	10	8 yd <b>Standard Type</b> Commercial Metal <b>Front</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug		No freight if ordered and shipped with container order	\$185.00	\$1850.00
8.10	10	10 yd Commercial Metal <b>Front</b> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug		No freight if ordered and shipped with container order	\$215.00	\$2150.00
8.11	10	20 Cubic Yard "T" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (5'6" x 19'11 1/2")			No Bid	

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
8.12	10	30 Cubic Yard "T" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (5'6" x 19'11")			No Bid	
8.13	10	20 Cubic Yard "Rectangular" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (6'11" x 21'8 1/2")			No Bid	
8.14	10	30 Cubic Yard "Rectangular" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7' x 21'8 1/2")			No Bid	
8.15	10	20 Cubic Yard Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7'4" x 19'11 1/2")			No Bid	
8.16	10	30 Cubic Yard Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7'3 1/2" x 20')			No Bid	

Bids will be awarded on a per unit cost basis; bidders are encourage to bid on quantities exceeding those being estimated for bidding purposes.

<b>9</b>	<b>CONTAINER COLOR SPECIFICATIONS</b>						INITIAL <i>CS</i>
	Color shall be Steady Brown – One coat rust inhibitive primer interior and exterior – Two coats steady brown industrial oil based enamel exterior only. (See paint formula)						
	BAC	Blend a Color	OZ	32	64	128	
	B1	Black	4	29	1	---	
	R2	Maroon	---	56	---	1	
	W1	White	6	63	---	---	
	Y3	Deep Gold	18	1	1	---	

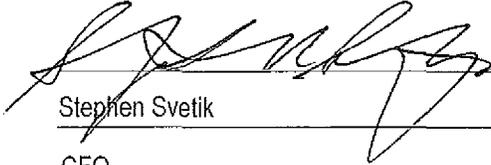
(The City of Edinburg reserves the right to purchase any part or all containers as deemed necessary. The City of Edinburg also reserves the right to increase or decrease specific amounts or containers purchased.)

INITIAL  
*CS*

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 29th day of September, 2017. 2016

SIGNATURE:



TYPE/PRINT NAME:

Stephen Svetik

TITLE:

CFO

COMPANY:

Wastequip Mfg. Co. LLC

ADDRESS:

(Bid Location) 841 Meacham Road

Statesville, NC 28677

TELEPHONE NO.:

800-424-0422 Ext. 244

FAX NO.:

704-878-0734

EMAIL:

mjenkins@wastequip.com

8 CUBIC YARDS SLANT/LOW PROFILE

**CITY OF EDINBURG  
BID FORM FOR  
COMMERCIAL METAL CONTAINERS**

BID NO. 2017-03

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Commercial Metal Containers 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.

<b><u>CHECK ONE</u></b>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input checked="" type="checkbox"/> OTHER <u>MANUFACTURER</u>
<input type="checkbox"/> DEALER/LOCAL	Specify
CONTRACT NUMBER: _____ (if applicable)	
COMMODITY NUMBER: _____ (if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
COMMERCIAL METAL CONTAINER(S)**

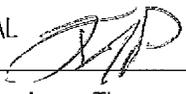
**BID NO. 2017 -03**

**BID OPENING DATE: Monday, October 03, 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 **COMMERCIAL METAL CONTAINER(S)**.

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE COMMERCIAL METAL CONTAINER(S):**

**You are invited to submit a sealed bid for the Commercial Metal Container(s) as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

<b>INSTRUCTIONS</b>	INITIAL 
The specifications herein describe the minimum acceptable features, colors and performance requirements for rollout waste containers the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL 
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b> , referencing applicable paragraph(s), and explained in detail on a separate page titled <b>"Exceptions"</b> . Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b> . Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	
	INITIAL 
The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term <b>by signing the Bid; the bidder agrees that he had read and understood the instruction</b> to bidders and thereby agrees to all of the specifications and stipulations as listed.	

<b>SATISFACTORY SERVICE</b>		INITIAL 	
It is agreed that all goods and services by the supplier or service provider shall be to the satisfaction of a designated City representative. In the event that the supplier or service provider defaults on performance of any of these requirements or if the service provider has been unavailable or unresponsive to our requests for <b>three non-consecutive times</b> , the City shall have the right to terminate this agreement upon 30 days written notice delivered to the supplier or service provider by mail. The supplier or service provider shall maintain this contract during the termination period. Termination of the contract may not relieve the supplier or service provider of any liability to the City for damages sustained by the City because of any breach of this agreement by the supplier or service provider. The City may withhold any payments to supplier or service provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined.			
<b>WARRANTY</b>		INITIAL 	
The successful supplier or service provider shall furnish <b>factory warranty</b> on all goods or services furnished hereunder against defect in materials and/or workmanship. The <b>factory warranty</b> shall become effective on the date of delivery and acceptance by the City. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the bid sheet or enclosed therewith.			
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Pricing on all items shall be considered firm for twelve (12) month period and <b>NO CHANGES</b> on the listed price will be accepted during this time period.			
<b>QUANTITY</b>		INITIAL 	
The City of Edinburg reserves the right to <b>purchase any part or all containers</b> as deemed necessary. The City of Edinburg also reserves the right to <b>increase or decrease</b> specific amounts or containers purchased.			
<b>MANUFACTURING PROCESSES AND MATERIALS:</b>			INITIAL
Each rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.			
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.			
All Commercial Side Load Containers shall be manufactured under strict specifications for and services to be rendered by Pak-Mor automated retrievers. <b>(NO EXCEPTIONS or VARIATIONS WILL BE ACCEPTED)</b>			
<b>COMMERCIAL SIDE LOAD CONTAINERS</b>		INITIAL	
1	<b>MINIMUM SPECIFICATIONS FOR 1.5 thru 4 CUBIC YARD</b>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
	Container Capacity - 1.5 CY thru 4 CY	EXCEPTION	
	Container shall be constructed with a 3 piece lid- 2 single wall UHM polyethylene lids with 16ga hinged metal lid.		
	Hinge Rod -- 5/8" HR round , formed one end, washer and cotter opposite end		

Hinge bracket 3/16" plate on poly lids, 1/4" formed on steel lid

Retriever angle - 1/4" formed plate

Lift channel - 3/16" formed plate

Buff plate - 1/4" formed angle

Reinforcement - 3/16" plate

Container Bottom/Floor - 10ga - Container bottom shall be furnished with 4, 7ga formed caster pads providing a minimum of 2" ground clearance from the ground; all points to provide ground contact.

Bottom Channel - 10ga formed channel capped at both ends from front to back

Drain - 1 1/4" weld flange and 1 1/4" Neoprene drain plug

Body Panels/Sides - 12ga

Top framing - 12ga formed channels interlocking

Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)

Color shall be steady brown - One coat rust inhibitive primer interior and exterior - Two coats brown industrial oil based enamel exterior only. (See attached Sherwin Williams paint formula)

(Alternate Option) Container shall be constructed with a 3 piece 16 gauge metal lids.

CONTAINERS PER LOAD

80

56

36

28

80

56

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
1.1	10	1.5 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	1yr	22	365	3870
1.2	10	2 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	1yr	32	407	4390
1.3	10	3 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	1yr	50	438	4880
1.4	10	4 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	1yr	65	490	5550
1.5	10	1.5 yd Commercial Metal <u>Side</u> Load / 3 piece (metal lid)	1yr	22	390	4120
1.6	10	2 yd Commercial Metal <u>Side</u> Load / 3 piece (metal lid)	1yr	32	437	4690

CONTAINERS  
PER LOAD

36

28

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
1.7	10	3 yd Commercial Metal Side Load / 3 piece (metal lid)	1yr	50	465	5150
1.8	10	4 yd Commercial Metal Side Load / 3 piece (metal lid)	1yr	65	515	5800

**COMMERCIAL FRONT LOAD CONTAINERS**

INITIAL

**MINIMUM SPECIFICATIONS FOR 1.5 thru 4 CUBIC YARD**

YES	<input checked="" type="checkbox"/>	NO	EXCEPTION
-----	-------------------------------------	----	-----------

Capacity from 1.5 CY thru 4 CY

Sides and ends - 12ga steel

Lift Sleeves - 10ga steel

Sleeve gussets - 12ga "no step" design on top; (2) 10ga "taco" gussets on bottom

Blunderbuss - 7ga formed steel

Buff plate - 7ga formed steel

Top framing - sides 12ga formed channel; front and rear 10ga formed channel

2 Hinge pins - 5/8" HR round, formed one end, washer and cotter opposite end

Hinge brackets - 7ga stamped

Floor - 10ga steel

Bottom channels - (2) formed 10ga channels capped at both ends from front to back; except for 2 & 3 yard containers

Caster pads - 2 & 3 yd containers will have (4) 7ga pads and 1 formed 10ga bottom channel capped at both ends from front to back

Drain - 1 1/4" weld flange with neoprene sponge

Container shall be constructed with a 2 piece UV stabilized UHM molded polyethylene.

Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)

CONTAINERS  
PER LOAD

Color shall be steady brown – One coat rust inhibitive primer interior and exterior – Two coats brown industrial oil based enamel exterior only. (See attached Sherwin Williams paint formula)

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price	
44	2.1	10	2 yd Commercial Metal <u>Front</u> Load / 3 piece (metal and poly lid)	145	41	385	4260
30	2.2	10	3 yd Commercial Metal <u>Front</u> Load / 3 piece (metal and poly lid)	145	59	458	5170
20	2.3	10	4 yd Commercial Metal <u>Front</u> Load / 3 piece (metal and poly lid)	145	89	544	6330
44	2.4	10	2 yd Commercial Metal <u>Front</u> Load / 3 piece (metal lid)	145	41	435	4760
30	2.5	10	3 yd Commercial Metal <u>Front</u> Load / 3 piece (metal lid)	145	59	518	5770
20	2.6	10	4 yd Commercial Metal <u>Front</u> Load / 3 piece (metal lid)	145	89	604	6930

**MINIMUM SPECIFICATIONS FOR 8 CUBIC YARDS SLANT/LOW PROFILE**

YES  NO  EXCEPTION

Capacity; Eight (8)CY - Slant/Low Profile

Lids: Container shall be 2 UV stabilized HWM molded polyethylene lids.

Hinge Pin: 3/16 x 1 1/2 cotter pin

Hinge brackets: 7 ga.

**3** Body Size - (Refer to Attached Drawing for Container Dimensions)

Overall Size - Approximately

- a) Depth – Seventy Eight Inches (78").
- b) Width – Seventy Two Inches (72").
- c) Height – Seventy three ¾ inches (73 ¾").

Gauge of Metal: Minimum of gauge; 10 ga steel for floor

Sides and ends: 12 ga steel

Sleeve gussets: 12 ga, "no-step" design on top; (2) 10 ga. "taco" gussets on bottom

Lift Sleeves: 10 ga. Steel

Blunderbuss: 7 ga.

Top framing/sides: 12 ga. formed channel

Front & Rear: 10 ga. formed channel

Bottom channels: (2) formed 10 ga. Channels capped at both ends from front to back

Drain: 1 1/4" weld flange

Drain plug: neoprene sponge

Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)

CONTAINERS  
PER LOAD

8

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
3.1	10	8 yd <u>Low Profile or Slanted</u> <u>Type Commercial Metal</u> <u>Front Load / 2 piece (poly lid)</u>	1yr	198	785	9830

MINIMUM SPECIFICATIONS FOR 8 CUBIC YARDS – STANDARD PROFILE	YES	NO	EXCEPTION
-------------------------------------------------------------	-----	----	-----------

Capacity; Eight (8) cubic yards.

Lids: Container shall be 2 UV stabilized HWM molded polyethylene lids

Hinge Pin: 5/8" HR round, formed one end, washer and cotter pin opposite end

Hinge brackets: 7 ga. stamped

Sides and ends: 12 ga steel

Sleeve gussets: 12 ga, "no-step" design on top; (2) 10 ga. "taco" gussets on bottom

Lift Sleeves: 10 ga. Steel

Blunderbuss: 7 ga. formed steel

Top framing/sides: 12 ga. formed channel

4

CONTAINERS  
PER LOAD

8

Front & Rear: 10 ga. formed channel								
Gauge of Metal: Minimum of gauge; 10 ga steel for floor								
Bottom channels: (2) formed 10 ga. channels capped at both ends from front to back								
Drain: 1 1/4" weld flange								
Drain plug: neoprene sponge								
Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)								
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price		
4.1	10	8 yd <u>Standard</u> Type Commercial Metal <u>Front</u> Load / 2 piece (poly lid)	145	198	785	9830		
<b>MINIMUM SPECIFICATIONS FOR 10 CUBIC YARDS</b>					YES	<input checked="" type="checkbox"/>	NO	EXCEPTION
Capacity: Ten (10) cubic yards.								
Lids: Container shall be 2 UV stabilized HWM molded polyethylene lids								
Hinge Pin: 5/8" HR round, formed one end, washer and cotter pin opposite end								
Hinge brackets: 7 ga. stamped								
Sides and ends: 12 ga steel								
Sleeve gussets: 12 ga, "no-step" design on top: (2) 10 ga. "taco" gussets on bottom								
Lift Sleeves: 10 ga. Steel								
Blunderbuss: 7 ga. formed steel								
Top framing/sides: 12 ga. formed channel								
Front & Rear: 10 ga. formed channel								
Gauge of Metal: Minimum of gauge; 10 ga steel for floor								
Bottom channels: (2) formed 10 ga. Channels capped at both ends from front to back								

CONTAINERS PER LOAD

8

Drain: 1 1/4" weld flange  
 Drain plug: neoprene sponge  
 Cold Tar Epoxy shall be sprayed or rolled uniformly and to thickness inside of all containers (side walls, bottom)

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
5.1	10	10 yd Commercial Metal Front Load / 2 piece (poly lid)	1yr	198	1021	12190

**TUB STYLE ROLL-OFF CONTAINERS**

INITIAL

*ETD*

All containers shall be manufactured under strict specifications

**NO EXCEPTIONS or VARIATIONS WILL BE ACCEPTED.**

6	MINIMUM SPECIFICATIONS FOR ROLL-OFF	YES	<input checked="" type="checkbox"/>	NO	EXCEPTION
	Heavy duty rear door hinges with grease fittings				
	ANSI approved door latch				
	Rear door safety chain & brackets				
	Rear door hinged curbside				
	Rear container hold downs				
	Greaseable wear points				
	Outside rail understructure				
	10 gauge sides				
	7 gauge floor				
	6" X 2" X 1/4" rectangular tube long sills				
	4" wide X 4" high X 3/16" rectangular tube top cap				
	3" structural channel cross members on 16" centers. Each cross member is gusseted & welded to the long sill				

CONTAINERS PER LOAD

6 5/8" O.D. rear rollers

Tarp Hooks

Solid steel nose cone added to the front of the long sills to reduce impact damage

Interior gussets

Serial number welded to container

Primed & finish painted in accordance to COE specifications listed color

9  
7  
5

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
6.1	10	20 Cubic Yard "T" Style or Tub Style Roll Off Container	1yr	199	3321	35200
6.2	10	30 Cubic Yard "T" Style or Tub Style Roll Off Container	1yr	255	3689	39490
6.3	10	40 Cubic Yard "T" Style or Tub Style Roll Off Container	1yr	358	4462	48200

**7 CONTAINER LIDS**

INITIAL *JAP*

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
7.1	10	Replacement 2,3 & 4 yd Hinged Metal Lid - 3 piece Metal Lid - 1 complete set	1yr	9	135	1440
7.2	10	Replacement 2,3 & 4 yd Hinged Metal Lid piece of a 3 piece lid	1yr	9	135	1440
7.3	10	Replacement 2,3 & 4 yd 2 single wall UHM polyethylene lids of the 3 piece lid (set of 2)	1yr	6	34	400
7.4	10	Replacement 2,3 & 4 yd 2 single wall UHM polyethylene lids of the 2 piece lid (set of 2- Full Length)	1yr	6	48	540
7.5	10	Replacement 8 & 10 yd 2 single wall UHM polyethylene lids (set of 2)	1yr	6	54	600

COPY

FLOORS  
PER LOAD

8		PREFABRICATED 10GA BOTTOMS				INITIAL	
Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price	
8.1	10	1.5 yd <u>Side</u> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1yr	21	156	1770	
8.2	10	2 yd <u>Side</u> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1yr	21	156	1770	
8.3	10	3 yd <u>Side</u> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1yr	21	173	1940	
8.4	10	4 yd <u>Side</u> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1yr	21	173	1940	
8.5	10	2 yd <u>Front</u> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1yr	21	160	1810	
8.6	10	3 yd <u>Front</u> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1yr	21	183	2040	
8.7	10	4 yd <u>Front</u> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1yr	21	216	2370	
8.8	10	8 yd <u>Low Profile or Slanted Type</u> Commercial Metal <u>Front</u> prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1yr	21	274	2950	
8.9	10	8 yd <u>Standard</u> Type Commercial Metal <u>Front</u> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1yr	21	274	2950	
8.10	10	10 yd Commercial Metal <u>Front</u> Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1yr	21	337	3580	
8.11	10	20 Cubic Yard "T" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (5'6" x 19'11" x 2")	1yr	179 <del>21</del>	2413	25920	

\*  
SEE  
NOTE  
PG. 23

SEE NOTE # 23

Item	Est QTY	Container Size	Warranty	Freight	Unit Price	Extended Price
8.12	10	30 Cubic Yard "I" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (5'6" x 19'11")	1yr	179	2413	25920
8.13	10	20 Cubic Yard "Rectangular" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (6'11" x 21'8 1/2")	1yr	179	2413	25920
8.14	10	30 Cubic Yard "Rectangular" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7' x 21'8 1/2")	1yr	179	2413	25920
8.15	10	20 Cubic Yard Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7'4" x 19'11 1/2")	1yr	179	2413	25920
8.16	10	30 Cubic Yard Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7'3 1/2" x 20')	1yr	179	2413	25920

Bids will be awarded on a per unit cost basis; bidders are encourage to bid on quantities exceeding those being estimated for bidding purposes.

**CONTAINER COLOR SPECIFICATIONS**

INITIAL

Color shall be Steady Brown – One coat rust inhibitive primer interior and exterior – Two coats steady brown industrial oil based enamel exterior only. (See paint formula)

9

BAC	Blend a Color	OZ	32	64	128
B1	Black	4	29	1	---
R2	Maroon	---	56	---	1
W1	White	6	63	---	---
Y3	Deep Gold	18	1	1	---

(The City of Edinburg reserves the right to purchase any part or all containers as deemed necessary. The City of Edinburg also reserves the right to increase or decrease specific amounts or containers purchased.)

INITIAL

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 30 day of SEP, ~~2017~~ 2016

SIGNATURE:

*Kendell Phillips*

TYPE/PRINT NAME:

KENDELL PHILLIPS

TITLE:

DIRECTOR

COMPANY:

ROLL OFFS USA

ADDRESS:

PO BOX 727

DURANT OK 74702

TELEPHONE NO.:

580 924 6355

FAX NO.:

580 924 1885

EMAIL:

KPHILLIPS @ ROLLOFFS.NET

— DELIVERY — 28 DAYS ARO

\* NOTE (1) — NO 6" LIP, NO CASTOR PADS, NO DRAIN PLUGS

\*\* PRICES ASSUME TRUCK LOAD QUANTITIES ARE ORDERED, CONTAINERS/LIDS CAN BE MIXED TO MAKE FULL LOADS.

8 CUBIC YARDS SLANT/LOW PROFILE

**BIDDER'S LIST  
COMMERCIAL METAL CONTAINERS**

**Gregory Container Company, Inc.**  
1385 Industrial drive  
Kahoka, MO 63445

**Waste Systems Equipment, Inc.**  
P.O. Box 40878  
Houston, Texas 77240

**Wastequip Manufacturing Co.**  
841 Meacham Rd.  
Statesville, NC 28677

**S.P. Industries**  
2982 Jefferson Road  
Hopkins, Michigan 49328

**Southwestern Equipment  
Company**  
P.O. Box 219  
Justin, Texas 76247

**Master Pak**  
3022 North Main  
Cleburne, Texas 76031

**Otto Environmental Systems,  
LLC.**  
901 N. Tweedy Rd.  
Eloy, AZ 85131

**Fuqua Industries**  
P.O. Box 789  
Rio Vista, TX 76093

**Fanotech Waste Equipment Inc.**  
P.O. Box 690  
Bracebridge, ON P1L 1T9

**Modern Welding Company of  
Florida**  
P.O. Box 568678  
Orlando, Florida 32856-8678

**Rotational Molding Inc.**  
17022 Figueroa St.  
Gardina, CA 90248

**Wastequip (May Fab)**  
P. O. Box 1029  
Beeville, Texas 78104-1029

**Roll Offs USA**  
P.O. Box 727  
Durant, Oklahoma 74702-0727

**Roberts Sheet Metal Workd, Inc.**  
4347 W. Kinzie St.  
Chicago, IL 60624

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding Bid No. 2017-05, Purchase of Two ½ Ton Trucks to Caldwell Country Chevrolet in the Amount of \$73,610. [Ramiro L. Gomez, Director Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday, October 3, 2016, bids were opened for Bid No. 2017-05 Purchase of Two ½ Ton Trucks. A total of two (2) bids were received and opened. A review and tabulation revealed Caldwell Country Chevrolet was the lowest bidder meeting specifications including optional upgrades.

Staff has verified that no monies are owed to the City by Caldwell Country Chevrolet. Funding is available within the Solid Waste Management's 2016-2017 Fiscal Year Operating Budget. The City has previously done business with Caldwell Country Chevrolet.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-05, Purchase of Two ½ Ton Trucks to Caldwell Country Chevrolet in the Amount of \$73,610.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

Â /s/Ramiro L. Gomez,  
Jr.

Ramiro Gomez  
Director of Solid Waste  
Management

\*\*\*\*\*

**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: Purchase of Two (2) Half Ton Trucks  
 Bid No.: 2017-05  
 Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Caldwell Country Chevrolet Caldwell, Texas		Tipton Motors Inc Brownsville, Texas		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
15.1	2	Two (2) 4X2 Half-ton Pick Ups, Super Cab Style	\$23,480.00	\$46,960.00	\$25,911.00	\$51,822.00		
15.2	2	5 Yr. 100,000 Miles Major Guard Warranty	\$1,880.00	\$3,760.00	\$2,495.00	\$4,990.00		
		OPTIONS						
13	2	Option to add a 4 Wheel Drive Package with Electronic Shift Control and 4 Wheel Drive Heavy Duty Suspension	\$3,575.00	\$7,150.00	\$3,023.00	\$6,046.00		
	2	One (1) Ranch Hand Steel Front Grille Designed for the Specific Year, Make and Model of the Truck	\$775.00	\$1,550.00	\$531.00	\$1,062.00		
	2	One (1) Ranch Hand Steel Head Rack with Heavy Duty Tubular Rails, Cut Out for Center Window and Disigned Cut Out for Tool Box	\$520.00	\$1,040.00	\$767.00	\$1,534.00		
	2	One (1) Weatherguard Low Profile Tool Box	\$740.00	\$1,480.00	\$756.00	\$1,512.00		
<b>SUBTOTAL.....</b>								
<b>NET TOTAL.....</b>								
<b>TERMS.....</b>								
<b>DELIVERY.....</b>								

**RECOMMENDATION:**

Award: Bid 2017-05 to Caldwell Country Chevrolet, the lowest bidder meeting specifications.

Department: Solid Waste Management  
 Budgeted Amount Available: \$84,000  
 Additional Funds Required: \$0.00  
 Prepared By: Laura Olivarez, Adminisitrative Assistant

**DISCLAIMER:**

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

# BID RECOMMENDATION FORM

Title: Purchase of Two (2) Half Ton Trucks  
 Bid No.: 2017-05  
 Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Caldwell Country Chevrolet Caldwell, Texas		Tipton Motors Inc Brownsville, Texas		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
		OPTIONS						
13	2	One (1) Head Rack mounted Whelen Light Bar equipped with blue on the right side of the bar and amber on the left side of the bar; also light bar must be equipped with front, rear and side working lights; must be equipped with inside cab control module (Labeled)	\$3,980.00	\$7,960.00	\$1,730.00	\$3,460.00		
	2	Include Whelen ION LED lighthouse strobe lights mounted on the front outside of the Ranch Hand Brush Grille and on the rear factory installed bumper connected to the Light Control Module (Labeled)	\$1,010.00	\$2,020.00	\$478.00	\$956.00		
	2	Include Whelen High Intensity white strobe lights mounted in front headlights and in rear tail lights; connected to the Light Control Module (Labeled)	\$845.00	\$1,690.00	\$365.00	\$730.00		
<b>SUBTOTAL.....</b>			<b>\$ 36,805.00</b>	<b>\$ 73,610.00</b>	<b>\$36,056.00</b>	<b>\$ 72,112.00</b>		
<b>NET TOTAL.....</b>								
<b>TERMS.....</b>								
<b>DELIVERY.....</b>				120 Days		90-120 Days		

**RECOMMENDATION:**

Award: Bid 2017-05 to Caldwell Country Chevrolet, the lowest bidder meeting specifications.

Department: Solid Waste Management  
 Budgeted Amount Available: \$84,000  
 Additional Funds Required: \$0.00  
 Prepared By: Laura Olivarez, Administrative Assistant

**DISCLAIMER:**

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



# DEPARTMENT OF SOLID WASTE MANAGEMENT



BID REQUEST



**PURCHASE OF TWO F-150**

Bid # 2017-05

BID DUE DATE: Monday, October 03, 2016

DUE TIME: 3:00 P.M., C.S.T.

8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540

Phone (956) 381-5635 • Fax (956) 292-2064

## 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, October 03, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2017-05 PURCHASE OF TWO F-150**

**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](http://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](mailto:lfuentes@cityofedinburg.com)**

If you have any questions or require additional information regarding this bid, please contact **Solid Waste Management** at (956) 381-5635.

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 TWO F-150** 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 (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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.

**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.

### **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, 956-418-1895) 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](http://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 TWO F-150** 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.)

**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.

**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 7<sup>th</sup> 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](http://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](http://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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 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**

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  
BID FORM FOR  
PURCHASE OF TWO F-150**

**BID NO.** 2017 -05

**BID OPENING DATE:** Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **PURCHASE OF TWO F-150** 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.**

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> <b>BUYBOARD</b>	<input type="checkbox"/> <b>H-GAC</b>	<input type="checkbox"/> <b>TXMAS</b>	<input type="checkbox"/> <b>DEALER/LOCAL</b>
<input type="checkbox"/> <b>TX DIR</b>	<input type="checkbox"/> <b>TFC</b>	<input type="checkbox"/> <b>OTHER</b> _____	
<b>Specify</b>			
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF TWO F-150**

**BID NO. 2017 -05**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF TWO F-150.**

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF TWO F-150:**

**You are invited to submit a sealed bid for the PURCHASE OF TWO F-150 as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

INSTRUCTIONS	INITIAL
<p>The specifications herein describe the minimum acceptable features, colors and performance requirements for two HALF TON PICK -UP Trucks the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.</p>	
	INITIAL
<p>All bids must be submitted on the City’s form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b>, referencing applicable paragraph(s), and explained in detail on a separate page titled <b>“Exceptions”</b>. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b>. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	

	INITIAL		
<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term <b>by signing the Bid; the bidder agrees that he had read and understood the instruction</b> to bidders and thereby agrees to all of the specifications and stipulations as listed.</p>			
<b>1. DETAILED SPECIFICATIONS</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE FOLLOWING SPECIFICATIONS SET FORTH THE SPECIFIC REQUIREMENTS FOR TWO (2) 4X2 HALF-TON PICK UPS, SUPER CAB STYLE, WITH POWER DOORS AND WINDOWS, SHORT BED, REAR WHEEL DRIVE, TOW PACKAGE AND EQUIPMENT, 6,100 LBS GVWR; 2016 or CURRENT YEAR PRODUCTION MODEL, COMPLETE WITH ALL NECESSARY EQUIPMENT AND ACCESSORIES.			
<b>2. ENGINE AND COOLING SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE TRUCK SHALL BE EQUIPPED WITH A V8 (FFV) ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION WITH O/D. THE ENGINE SHALL MEET ALL APPLICABLE TEXAS EMISSIONS LAWS, HEAVY DUTY RADIATOR WITH COOLANT RECOVERY SYSTEM, 50% PERMANENT ANTIFREEZE SOLUTION TO BE USED AS COOLANT.			
<b>3. AXLES</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
GVWR SHALL MEET MINIMUM OF 6,100 LBS. AXLE RATIO SHALL BE 3.73:1 OR LOWEST AVAILABLE.			

<b>4. BRAKES</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
POWER ASSIST BRAKES, DISC TYPE FRONT, DRUM OR DISC TYPE REAR, DUAL SPLIT SYSTEM, WITH ABS ANTI-LOCK BRAKE SYSTEM. EMERGENCY BRAKE TO BE CABLE OPERATED.			
<b>5. FUEL TANK</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE VEHICLE SHALL HAVE A TANK SYSTEM WITH THE LARGEST CAPACITY AVAILABLE.			
<b>6. STEERING</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE VEHICLE SHALL BE EQUIPPED WITH INTEGRAL POWER STEERING.			
<b>7. SUSPENSION</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE SUSPENSION SHALL CONSIST OF HEAVY DUTY SHOCKS AND SPRINGS. CAB/CHASSIS SHALL BE EQUIPPED WITH FACTORY SUPPLIED FRONT AND REAR SWAY BARS.			
<b>8. TRANSMISSION</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE TRANSMISSION SHALL BE AUTOMATIC, 6 SPEED ELECTRONIC WITH SELECTOR ON STEERING COLUMN.			

9. WHEELS AND TIRES	YES	NO	Exception
<p>THE VEHICLE SHALL BE EQUIPPED WITH FIVE (5) STEEL WHEELS TO MEET GVWR RATING WITH FIVE (5) STEELBELTED RADIAL TIRES TO MEET 6,100 GVWR SPECS WITH A/T TREAD DESIGN. SPARE TIRE SHALL BE MOUNTED UNDER REAR OF VEHICLE WITH A FACTORY SUPPLIED HANGER. JACK AND LUG WRENCH SHALL BE SUPPLIED BY THE VENDOR.</p>			
10. FACTORY CAB APPOINTMENTS	YES	NO	Exception
<p>➤ FACTORY INSTALLED INTEGRAL HEATER/DEFROSTER WITH A/C.</p>			
<p>➤ BLACK RUBBER FLOOR MAT ON FLOOR OF SEATING AREA.</p>			
<p>➤ ADJUSTABLE HEAVY DUTY 40/20/40 SPLIT BENCH VINYL SEAT. SEAT AND INTERIOR TRIM SHALL BE A DARK GRAY COLOR.</p>			
<p>➤ VEHICLE SHALL BE EQUIPPED WITH LEFT AND RIGHT SUN VISORS.</p>			
<p>➤ ALL GAUGES TO BE MOUNTED AS AN INTEGRAL PART OF DASH. FACTORY OIL PRESSURE, VOLT METER, TEMPERATURE, AND FUEL GAUGES SHALL BE PROVIDED.</p>			
<p>➤ VEHICLE TO BE FURNISHED WITH ALL SAFETY ITEMS INCLUDING BRAKE AND EMISSION WARNING LAMPS.</p>			
<p>➤ FACTORY INSTALLED AM/FM RADIO, POWER POINT PLUG, AND DOME LAMP.</p>			
<p>➤ AIR BAGS FOR DRIVER AND PASSENGER.</p>			

<b>11. FACTORY EXTERIOR</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
➤ ALL GLASS IN VEHICLE SHALL BE TINTED.			
➤ VEHICLE SHALL BE EQUIPPED WITH FACTORY INSTALLED LOW-MOUNT MANUAL TELESCOPING MIRRORS.			
➤ VEHICLE SHALL BE EQUIPPED WITH A FACTORY STANDARD FRONT AND REAR BUMPER.			
➤ VEHICLE EXTERIOR SHALL BE PAINTED MANUFACTURER'S STANDARD WHITE.			
<b>12. ADDITIONAL ITEMS</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE SUCCESSFUL BIDDER SHALL PROVIDE THE FOLLOWING MISCELLANEOUS ITEMS:			
➤ TWO (2) SETS OF KEYS.			
➤ CLASS IV TRAILER HITCH RECEIVER TO INCLUDE SMART TTRAILER TOW CONNECTOR AND 4-PIN/7-PIN WIRING HARNESS			
➤ EMISSION WARRANTY: 5 YEAR/50,000 MILE WARRANTY			
➤ ONE (1) 5 LB ABC MARINE MOUNT TYPE FIRE EXTINGUISHER (SHIPPED LOOSE).			
➤ ONE (1) DOT APPROVED BACKUP ALARM WIRED TO BACKUP LIGHT SYSTEM.			
➤ ONE (1) DOT APPROVED FIRST AID KIT (SHIPPED LOOSE).			
➤ TRUCK BED MUST HAVE RHINO LINER OR LINE X HARD SHELL SPRAY ON LINER			

**13. OPTIONAL ITEMS**

THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:

	AVAILABLE	PRICE
OPTION TO ADD 4 WHEEL DRIVE PACKAGE WITH ELECTRONIC SHIFT CONTROL AND 4 WHEEL DRIVE HEAVY DUTY SUSPESION		
ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK		
ONE (1) RANCH HAND STEEL HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX		
ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX		
ONE (1) HEAD RACK MOUNTED WHELEN LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)		
INCLUDE WHELEN ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)		
INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)		

14. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.			
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY			
15. BID FORM			
Company Name:			
Printed Name of Person Submitting Bid:			
Street Address:			
County, State:			
Zip:			
Phone Number: (    )			
Fax Number: (    )			
E-mail Address:			

15.1	Item – Two (2) 4X2 Half-ton Pick Ups, Super Cab Style	MAKE AND MODEL	\$
15.2	AVAILABLE EXTENDED WARRANTY(S)		
	____ YR	____ MILES	____ TYPE
	____ YR	____ MILES	____ TYPE
	____ YR	____ MILES	____ TYPE
15.3	DELIVERY TIME AFTER AWARD IN DAYS		

**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  
PURCHASE OF TWO F-150**

BID NO. 2017-05

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for PURCHASE OF TWO F-150 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.

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"><input checked="" type="checkbox"/> DEALER/LOCAL</div>
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input checked="" type="checkbox"/> OTHER _____	
		Specify	
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF TWO F-150**

BID NO. 2017 -05

BID OPENING DATE: Monday, October 03, 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 PURCHASE OF TWO F-150.

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF TWO F-150:**

You are invited to submit a sealed bid for the PURCHASE OF TWO F-150 as requested by the City of Edinburg Department of Solid Waste Management. **NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

INSTRUCTIONS	INITIAL <i>AK</i>
<p>The specifications herein describe the minimum acceptable features, colors and performance requirements for two HALF TON PICK -UP Trucks the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.</p>	
	INITIAL <i>AK</i>
<p>All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b>, referencing applicable paragraph(s), and explained in detail on a separate page titled <u>"Exceptions"</u>. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <u>exceptions</u> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <u>acceptable</u>. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	

INITIAL

A.M.

The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term by signing the Bid; the bidder agrees that he had read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.

1. DETAILED SPECIFICATIONS	YES	NO	Exception
THE FOLLOWING SPECIFICATIONS SET FORTH THE SPECIFIC REQUIREMENTS FOR TWO (2) 4X2 HALF-TON PICK UPS, SUPER CAB STYLE, WITH POWER DOORS AND WINDOWS, SHORT BED, REAR WHEEL DRIVE, TOW PACKAGE AND EQUIPMENT, 6,100 LBS GVWR; 2016 or CURRENT YEAR PRODUCTION MODEL, COMPLETE WITH ALL NECESSARY EQUIPMENT AND ACCESSORIES.	✓		Chevrolet
2. ENGINE AND COOLING SYSTEM	YES	NO	Exception
THE TRUCK SHALL BE EQUIPPED WITH A V8 (FFV) ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION WITH O/D. THE ENGINE SHALL MEET ALL APPLICABLE TEXAS EMISSIONS LAWS, HEAVY DUTY RADIATOR WITH COOLANT RECOVERY SYSTEM, 50% PERMANENT ANTIFREEZE SOLUTION TO BE USED AS COOLANT.	✓		
3. AXLES	YES	NO	Exception
GVWR SHALL MEET MINIMUM OF 6,100 LBS. AXLE RATIO SHALL BE 3.73:1 OR LOWEST AVAILABLE.	✓		

4. BRAKES	YES	NO	Exception
POWER ASSIST BRAKES, DISC TYPE FRONT, DRUM OR DISC TYPE REAR, DUAL SPLIT SYSTEM, WITH ABS ANTI-LOCK BRAKE SYSTEM. EMERGENCY BRAKE TO BE CABLE OPERATED.	✓		
5. FUEL TANK	YES	NO	Exception
THE VEHICLE SHALL HAVE A TANK SYSTEM WITH THE LARGEST CAPACITY AVAILABLE.	✓		
6. STEERING	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH INTEGRAL POWER STEERING.	✓		
7. SUSPENSION	YES	NO	Exception
THE SUSPENSION SHALL CONSIST OF HEAVY DUTY SHOCKS AND SPRINGS. CAB/CHASSIS SHALL BE EQUIPPED WITH FACTORY SUPPLIED FRONT AND REAR SWAY BARS.	✓		
8. TRANSMISSION	YES	NO	Exception
THE TRANSMISSION SHALL BE AUTOMATIC, 6 SPEED ELECTRONIC WITH SELECTOR ON STEERING COLUMN.	✓		

9. WHEELS AND TIRES	YES	NO	Exception
<p>THE VEHICLE SHALL BE EQUIPPED WITH FIVE (5) STEEL WHEELS TO MEET GVWR RATING WITH FIVE (5) STEELBELTED RADIAL TIRES TO MEET 6,100 GVWR SPECS WITH A/T TREAD DESIGN. SPARE TIRE SHALL BE MOUNTED UNDER REAR OF VEHICLE WITH A FACTORY SUPPLIED HANGER. JACK AND LUG WRENCH SHALL BE SUPPLIED BY THE VENDOR.</p>	✓		
10. FACTORY CAB APPOINTMENTS	YES	NO	Exception
<p>➤ FACTORY INSTALLED INTEGRAL HEATER/DEFROSTER WITH A/C.</p>	✓		
<p>➤ BLACK RUBBER FLOOR MAT ON FLOOR OF SEATING AREA.</p>	✓		
<p>➤ ADJUSTABLE HEAVY DUTY 40/20/40 SPLIT BENCH VINYL SEAT. SEAT AND INTERIOR TRIM SHALL BE A DARK GRAY COLOR.</p>	✓		
<p>➤ VEHICLE SHALL BE EQUIPPED WITH LEFT AND RIGHT SUN VISORS.</p>	✓		
<p>➤ ALL GAUGES TO BE MOUNTED AS AN INTEGRAL PART OF DASH. FACTORY OIL PRESSURE, VOLT METER, TEMPERATURE, AND FUEL GAUGES SHALL BE PROVIDED.</p>	✓		
<p>➤ VEHICLE TO BE FURNISHED WITH ALL SAFETY ITEMS INCLUDING BRAKE AND EMISSION WARNING LAMPS.</p>	✓		
<p>➤ FACTORY INSTALLED AM/FM RADIO, POWER POINT PLUG, AND DOME LAMP.</p>	✓		
<p>➤ AIR BAGS FOR DRIVER AND PASSENGER.</p>	✓		

11. FACTORY EXTERIOR	YES	NO	Exception
➤ ALL GLASS IN VEHICLE SHALL BE TINTED.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH FACTORY INSTALLED LOW-MOUNT MANUAL TELESCOPING MIRRORS.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH A FACTORY STANDARD FRONT AND REAR BUMPER.	✓		
➤ VEHICLE EXTERIOR SHALL BE PAINTED MANUFACTURER'S STANDARD WHITE.	✓		
12. ADDITIONAL ITEMS	YES	NO	Exception
THE SUCCESSFUL BIDDER SHALL PROVIDE THE FOLLOWING MISCELLANEOUS ITEMS:			
➤ TWO (2) SETS OF KEYS.	✓		
➤ CLASS IV TRAILER HITCH RECEIVER TO INCLUDE SMART TTRAILER TOW CONNECTOR AND 4-PIN/7-PIN WIRING HARNESS	✓		
➤ EMISSION WARRANTY: 5 YEAR/50,000 MILE WARRANTY	✓		
➤ ONE (1) 5 LB ABC MARINE MOUNT TYPE FIRE EXTINGUISHER (SHIPPED LOOSE).	✓		
➤ ONE (1) DOT APPROVED BACKUP ALARM WIRED TO BACKUP LIGHT SYSTEM.	✓		
➤ ONE (1) DOT APPROVED FIRST AID KIT (SHIPPED LOOSE).	✓		
➤ TRUCK BED MUST HAVE RHINO LINER OR LINE X HARD SHELL SPRAY ON LINER	✓		

**13. OPTIONAL ITEMS**

THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:

	AVAILABLE	PRICE
OPTION TO ADD 4 WHEEL DRIVE PACKAGE WITH ELECTRONIC SHIFT CONTROL AND 4 WHEEL DRIVE HEAVY DUTY SUSPESION	✓	\$ 3,575
ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	✓	\$ 775
ONE (1) RANCH HAND STEEL HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	✓	\$ 520
ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	✓	\$ 740
ONE (1) HEAD RACK MOUNTED WHELEN LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	✓	\$ 3,980
INCLUDE WHELEN ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	\$ 1,010
INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	\$ 845

14. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.	✓		
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY	✓		
15. BID FORM	✓		
Company Name: Caldwell Country Chevrolet			
Printed Name of Person Submitting Bid: AVERYL KNAPP <i>A/VM</i>			
Street Address: PO BOX 27			
County, State: Caldwell, TX			
Zip: 77936			
Phone Number: 979 567-6116			
Fax Number: (979 567-0853			
E-mail Address: aknapp@caldwellcountry.com			

15.1	Item – Two (2) 4X2 Half-ton Pick Ups, Super Cab Style	MAKE AND MODEL Chevrolet 1500 Silverado 4x2 Double Cab SWB CC15713 (E4) NAC	\$23,480
15.2	AVAILABLE EXTENDED WARRANTY(S)		
2WD	5 YR 100,000 MILES MAJOR GUARD TYPE \$0 ded.	COST	\$1,771.00
2WD	5 YR 100,000 MILES MAJOR GUARD TYPE \$100 ded.	COST	\$1,536.00
4WD	5 YR 100,000 MILES MAJOR GUARD TYPE \$0 ded.	COST	\$1,800.00
15.3	DELIVERY TIME AFTER AWARD IN DAYS	120 days	

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 30 day of September, 2016.

SIGNATURE:

[Signature]

TYPE/PRINT NAME:

Averyt Knapp

TITLE:

Fleet Director

COMPANY:

Caldwell County Chevrolet

ADDRESS:

PO Box 27

Caldwell, TX 77936

TELEPHONE NO.:

979-567-6116

FAX NO.:

979-567-0853

EMAIL:

aknapp@caldwellcountry.com

COPY

**CITY OF EDINBURG  
BID FORM FOR  
PURCHASE OF TWO F-150**

BID NO. 2017 -05

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for **PURCHASE OF TWO F-150** 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.

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input checked="" type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER _____	
		Specify	
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF TWO F-150**

**BID NO.** 2017 -05

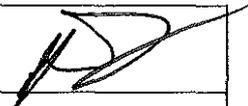
**BID OPENING DATE:** Monday, October 03, 2016 at 3:00 p.m.

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 **PURCHASE OF TWO F-150.**

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF TWO F-150:**

**You are invited to submit a sealed bid for the PURCHASE OF TWO F-150 as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

INSTRUCTIONS	INITIAL 
The specifications herein describe the minimum acceptable features, colors and performance requirements for two HALF TON PICK -UP Trucks the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL 
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b> , referencing applicable paragraph(s), and explained in detail on a separate page titled <b>"Exceptions"</b> . Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b> . Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	

INITIAL 

The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term **by signing the Bid; the bidder agrees that he had read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.**

1. DETAILED SPECIFICATIONS	YES	NO	Exception
THE FOLLOWING SPECIFICATIONS SET FORTH THE SPECIFIC REQUIREMENTS FOR TWO (2) 4X2 HALF-TON PICK UPS, SUPER CAB STYLE, WITH POWER DOORS AND WINDOWS, SHORT BED, REAR WHEEL DRIVE, TOW PACKAGE AND EQUIPMENT, 6,100 LBS GVWR; 2016 or CURRENT YEAR PRODUCTION MODEL, COMPLETE WITH ALL NECESSARY EQUIPMENT AND ACCESSORIES.	✓		
2. ENGINE AND COOLING SYSTEM	YES	NO	Exception
THE TRUCK SHALL BE EQUIPPED WITH A V8 (FFV) ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION WITH O/D. THE ENGINE SHALL MEET ALL APPLICABLE TEXAS EMISSIONS LAWS, HEAVY DUTY RADIATOR WITH COOLANT RECOVERY SYSTEM, 50% PERMANENT ANTIFREEZE SOLUTION TO BE USED AS COOLANT.	✓		
3. AXLES	YES	NO	Exception
GVWR SHALL MEET MINIMUM OF 6,100 LBS. AXLE RATIO SHALL BE 3.73:1 OR LOWEST AVAILABLE.		✓	3.31

4. BRAKES	YES	NO	Exception
POWER ASSIST BRAKES, DISC TYPE FRONT, DRUM OR DISC TYPE REAR, DUAL SPLIT SYSTEM, WITH ABS ANTI-LOCK BRAKE SYSTEM. EMERGENCY BRAKE TO BE CABLE OPERATED.	/		
5. FUEL TANK	YES	NO	Exception
THE VEHICLE SHALL HAVE A TANK SYSTEM WITH THE LARGEST CAPACITY AVAILABLE.	✓		36 gal.
6. STEERING	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH INTEGRAL POWER STEERING.	/		
7. SUSPENSION	YES	NO	Exception
THE SUSPENSION SHALL CONSIST OF HEAVY DUTY SHOCKS AND SPRINGS. CAB/CHASSIS SHALL BE EQUIPPED WITH FACTORY SUPPLIED FRONT AND REAR SWAY BARS.	/		
8. TRANSMISSION	YES	NO	Exception
THE TRANSMISSION SHALL BE AUTOMATIC, 6 SPEED ELECTRONIC WITH SELECTOR ON STEERING COLUMN.	/		

9. WHEELS AND TIRES	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH FIVE (5) STEEL WHEELS TO MEET GVWR RATING WITH FIVE (5) STEELBELTED RADIAL TIRES TO MEET 6,100 GVWR SPECS WITH A/T TREAD DESIGN. SPARE TIRE SHALL BE MOUNTED UNDER REAR OF VEHICLE WITH A FACTORY SUPPLIED HANGER. JACK AND LUG WRENCH SHALL BE SUPPLIED BY THE VENDOR.	✓		
10. FACTORY CAB APPOINTMENTS	YES	NO	Exception
➤ FACTORY INSTALLED INTEGRAL HEATER/DEFROSTER WITH A/C.	✓		
➤ BLACK RUBBER FLOOR MAT ON FLOOR OF SEATING AREA.	✓		
➤ ADJUSTABLE HEAVY DUTY 40/20/40 SPLIT BENCH VINYL SEAT. SEAT AND INTERIOR TRIM SHALL BE A DARK GRAY COLOR.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH LEFT AND RIGHT SUN VISORS.	✓		
➤ ALL GAUGES TO BE MOUNTED AS AN INTEGRAL PART OF DASH. FACTORY OIL PRESSURE, VOLT METER, TEMPERATURE, AND FUEL GAUGES SHALL BE PROVIDED.	✓		
➤ VEHICLE TO BE FURNISHED WITH ALL SAFETY ITEMS INCLUDING BRAKE AND EMISSION WARNING LAMPS.	✓		
➤ FACTORY INSTALLED AM/FM RADIO, POWER POINT PLUG, AND DOME LAMP.	✓		
➤ AIR BAGS FOR DRIVER AND PASSENGER.	✓		

11. FACTORY EXTERIOR	YES	NO	Exception
➤ ALL GLASS IN VEHICLE SHALL BE TINTED.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH FACTORY INSTALLED LOW-MOUNT MANUAL TELESCOPING MIRRORS.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH A FACTORY STANDARD FRONT AND REAR BUMPER.	✓		
➤ VEHICLE EXTERIOR SHALL BE PAINTED MANUFACTURER'S STANDARD WHITE.	✓		
12. ADDITIONAL ITEMS	YES	NO	Exception
THE SUCCESSFUL BIDDER SHALL PROVIDE THE FOLLOWING MISCELLANEOUS ITEMS:			
➤ TWO (2) SETS OF KEYS.	✓		
➤ CLASS IV TRAILER HITCH RECEIVER TO INCLUDE SMART TTRAILER TOW CONNECTOR AND 4-PIN/7-PIN WIRING HARNESS	✓		
➤ EMISSION WARRANTY: 5 YEAR/50,000 MILE WARRANTY	✓		
➤ ONE (1) 5 LB ABC MARINE MOUNT TYPE FIRE EXTINGUISHER (SHIPPED LOOSE).	✓		
➤ ONE (1) DOT APPROVED BACKUP ALARM WIRED TO BACKUP LIGHT SYSTEM.	✓		
➤ ONE (1) DOT APPROVED FIRST AID KIT (SHIPPED LOOSE).	✓		
➤ TRUCK BED MUST HAVE RHINO LINER OR LINE X HARD SHELL SPRAY ON LINER	✓		

**13. OPTIONAL ITEMS**

THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:

	AVAILABLE	PRICE
OPTION TO ADD 4 WHEEL DRIVE PACKAGE WITH ELECTRONIC SHIFT CONTROL AND 4 WHEEL DRIVE HEAVY DUTY SUSPESION	✓	3,023 <sup>00</sup>
ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	✓	531 <sup>00</sup>
ONE (1) RANCH HAND STEEL HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	✓	767 <sup>00</sup>
ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	✓	756 <sup>00</sup>
ONE (1) HEAD RACK MOUNTED WHELEN LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	✓	1730 <sup>00</sup>
INCLUDE WHELEN ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	478 <sup>00</sup>
INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	365 <sup>00</sup>

14. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.	✓		
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY	✓		
15. BID FORM	✓		
Company Name: <i>Tipton Motors, Inc.</i>			
Printed Name of Person Submitting Bid: <i>Dennis Thomas</i>			
Street Address: <i>3840 N. Expressway</i>			
County, State: <i>Cameron, Texas</i>			
Zip: <i>78526</i>			
Phone Number: <del>958</del> <i>350-5600</i>			
Fax Number: <del>958</del> <i>350-8093</i>			
E-mail Address: <i>dennisf@tiptonmotors.com</i>			

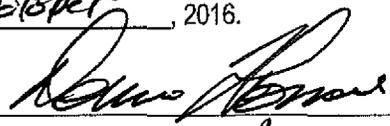
15.1	Item – Two (2) 4X2 Half-ton Pick Ups, Super Cab Style	MAKE AND MODEL Ford F-150	\$ 25,911 <sup>00</sup>
15.2	AVAILABLE EXTENDED WARRANTY(S)		
	5 YR 100,000 MILES Premium Care	TYPE 2495 <sup>00</sup>	COST
	___ YR ___ MILES	TYPE	COST
	___ YR ___ MILES	TYPE	COST
15.3	DELIVERY TIME AFTER AWARD IN DAYS	90-120 days	

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 3 day of October, 2016.

SIGNATURE:   
TYPE/PRINT NAME: Dennis Thomas  
TITLE: Fleet Manager  
COMPANY: Tipton Motors, Inc.  
ADDRESS: 3840 N Expressway  
Brownsville, Tx. 78526  
TELEPHONE NO.: 956 350-5600  
FAX NO.: 956 350-6093  
EMAIL: dennis.t@tiptonmotors.com

**BIDDER'S LIST  
PURCHASE OF TWO ½ TON TRUCKS**

**Briggs**  
1213 W. Expressway 83  
Pharr, Texas 78577

**Burns Motors**  
1300 E. Highway 83  
McAllen, Texas 78501

**Charles Clark Chevrolet Co.**  
P.O. Box 938  
McAllen, Texas 78501

**Ed Payne Motors, Inc.**  
2101 E. Expressway 83  
Weslaco, Texas 78596-6397

**Hacienda Ford**  
3010 W. University  
Edinburg, Texas 78539

**Tipotex Chevrolet**  
1600 N. Expressway  
Brownsville, Texas 78521-1440

**Kelloggs Chevrolet**  
1801 Industrial Way  
San Benito, Texas

**Kent Biel GMC**  
P.O. Box 2525  
McAllen, Texas 78502-2525

**Mid-Valley Ford**  
P.O. Box 957  
Mercedes, Texas 78570

**Fiesta Chevrolet**  
Attention Eric Ramirez  
4002 S. Expressway 281  
Edinburg, Texas 78539

**Ramirez Ford**  
3101 W. University Drive  
Edinburg, Texas 78541

**Robert's Chevrolet**  
317 N. Clossner  
Edinburg, Texas 78541

**Spikes Ford**  
805 E. Expressway 83  
Mission, Texas 78573

**Tipton Ford**  
3840 N. Expressway 83  
Brownsville, Texas 78521

**Van Burkleo Motors**  
3201 N. 10<sup>th</sup>  
McAllen, Texas 78501

**Weslaco Motors**  
2401 Expressway 83  
Weslaco, Texas 78596

**Luke Fruia Motors, Inc.**  
2645 Barnard Road  
Brownsville, Texas 78520

**Knapp Chevrolet**  
16408 U.S. Highway 83  
Harlingen, Texas 78552

**Boggus Ford**  
P.O. Box 2318  
McAllen, Texas 78502-2318

**Cardenas Motors**  
1500 N. Expressway  
Brownsville, Texas 78521

**Boggus Motor Sales, Inc.**  
1400 East Highway 83  
McAllen, Texas 78501-8854

**Bert Ogden Motors, Inc.**  
4221 South Highway 281  
Edinburg, Texas 78539

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding Bid No. 2017-07, Purchase of Two (2) New Commercial Right Hand Drive Side Load Retrievers to Rush Truck Centers of Texas in the Amount of \$523,241.48. [Ramiro L. Gomez Jr., Director of Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On October 03, 2016, Bid No. 2017-07, Purchase of Two (2) New Commercial Right Hand Drive Side Load Retrievers was opened. A total of one (1) bid was received and opened. Rush Truck Centers of Texas, the single bidder meeting all specifications, including optional extended warranties, submitted a bid price in the amount of \$523,241.48.

Staff has verified that no taxes are owed to the City by Rush Truck Centers of Texas. Funding is available within the Solid Waste Management's 2016-2017 Fiscal Year Operating Budget. The City has previously done business with Rush Truck Centers of Texas.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-07, Purchase of (2) New Commercial Right Hand Drive Side Load Retrievers to Rush Truck Centers of Texas in the Amount of \$523,241.48.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

/s/Ramiro L. Gomez, Jr.

Ramiro Gomez  
Director of Solid Waste  
Management

\*\*\*\*\*

**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





# DEPARTMENT OF SOLID WASTE MANAGEMENT



BID REQUEST



**PURCHASE OF (2) NEW COMMERCIAL RIGHT  
HAND DRIVE COMMERCIAL SIDE LOAD  
RETRIEVERS**

Bid # 2017-07

BID DUE DATE: Monday, October 03, 2016  
DUE TIME: 3:00 P.M., C.S.T.

8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 381-5635 • Fax (956) 292-2064

## 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, October 03, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2017-07

### PUCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVER

**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](http://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](mailto:lfuentes@cityofedinburg.com)**

If you have any questions or require additional information regarding this bid, please contact Solid Waste Management at (956) 381-5635.

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVER** 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 (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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.

## **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.

## **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, 956-418-1895) 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](http://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 (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVER** 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.)

### **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.

**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 7<sup>th</sup> 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](http://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](http://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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 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**

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  
BID FORM FOR  
PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD  
RETRIEVER**

**BID NO. 2017-07**

**BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVER** 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.

<b><u>CHECK ONE</u></b>	
<input type="checkbox"/> <b>BUYBOARD</b>	<input type="checkbox"/> <b>H-GAC</b>
<input type="checkbox"/> <b>TX DIR</b>	<input type="checkbox"/> <b>TFC</b>
<input type="checkbox"/> <b>TXMAS</b>	<input type="checkbox"/> <b>DEALER/LOCAL</b>
<input type="checkbox"/> <b>OTHER</b> _____	<b>Specify</b>
CONTRACT NUMBER: _____ COMMODITY NUMBER: _____	
(if applicable)	(if applicable)

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD  
RETRIEVERS**

**BID NO. 2017-07**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVERS.**

You are invited to submit a sealed bid for the **PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVERS** as requested by the City of Edinburg Solid Waste 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 REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVERS:**

**MINIMUM BID SPECIFICATIONS**

**FOR (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVERS**

<b>1 - INSTRUCTIONS TO BIDDERS:</b>		<b>INITIAL</b>
1.1	The City of Edinburg owns and operates a Fully Automated Waste Collection Fleet and services 100% of all City Residents and Commercial Establishments. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe a fully automated RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVER. The truck shall be capable of handling 1.5 to 4 CUYD refuse containers CURBSIDE shall be capable of lifting and transporting refuse to a landfill and dispensing the load by means of hydraulically ejecting the load from the refuse body. All components and requirements shall be at a minimum as listed in the attached specifications herein describe the minimum acceptable features, performance and operational requirements for a fully automated RIGHT hand drive COMMERCIAL SIDE LOAD RETRIEVER that the City of Edinburg will purchase for use with its Collection Program.	
1.2	The manufacturer of all equipment provided under this contract shall be ISO 9001-2008 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer’s current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2012.	

1.3	<p>All bids must be submitted on the City’s form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. By checking, any of the “<b>NO</b>” spaces the bidder states that the product being bid does not conform to that minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet, which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b><u>all variations and/or exceptions must be documented</u></b>, referencing applicable paragraph(s), and <b><u>explained in detail on a separate page titled “Exceptions”</u></b>. Otherwise, it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. <b><u>However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable.</u></b> Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>		
1.4	<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor, which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.</p>		
<b>2 - BASIC SPECIFICATIONS:</b>			
<b>CAB AND CHASIS (CLASS “A” CHASIS)</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
MAKE:	MODEL:	YEAR:	
2.1	CAB SHALL BE OF CAB OVER DESIGN		
2.2	CAB SHALL MEET THE FOLLOWING CRITERIA MUST BE AN ALUMINUM CAB, <b><u>RIGHT</u></b> HAND DRIVE		
		<b>YES</b>	<b>NO</b>
2.3	AIR RIDE HIGH BACK DRIVER VINYL SEAT		
2.4	AIR CONDITIONER/ HEATER/ DEFROSTER FACTORY INSTALLED		
2.5	PASSENGER SEAT LOW BACK VINYL. NON-AIR		
2.6	INSIDE THE CAB COLOR IS GREY		

2.7	OUTSIDE COLOR IS WHITE			
2.8	RADIO AM/FM			
2.9	BACK UP ALARM			
2.10	2 CONVEX 8" MIRROR			
2.11	SHALL HAVE A, WARNING LIGHT BATTERY DISCONNECT SWITCH ENGAGED (MARKER LIGHT)			
2.12	SHALL HAVE DAYTIME RUNNING LIGHTS			
2.13	4.5" RUBBER FLARES ON CAB			
2.14	ADJUSTABLE STEERING COLUMN – TILT/TELESCOPE			
2.15	REAR WINDOW BACK OF CAB DARK TINT			
2.16	TWO PIECE FLAT WINDSHIELD			
2.17	SSTL - LH/RH TRI-PLANE MIRRORS, HEATED			
2.18	(1) AIR HORN 24.5" CHROME – ROUND W/HORN SHIELD			
2.19	CAB TILT PUMP AIR ASSIST			
2.20	ELECTRIC WINDSHIELD WIPERS			
2.21	TRIANGLE REFLECTORS KIT SHIPPED LOOSE			
2.22	MAIN TRANSMISSION OIL TEMPERATURE GAUGE			
2.23	AIR RESTRICTION INDICATOR			
2.24	HEADLIGHTS DUAL RECTANGULAR HALOGEN			
		YES	NO	Exception
2.25	(5) LIGHT GUARDS ON MARKER LIGHTS			
2.26	(5) LED CLEARANCE WITH (2) LED MARKER LIGHTS			
2.27	NON FURNISHED STOP/TAIL/BACKUP LIGHTS			
<b>3 – ENGINE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

3.1	THE ENGINE SHALL HAVE A RATING OF 345@1900; GOV@2100 1150@1400			
3.2	SHALL HAVE AN ENGINE PROTECTION SHUTDOWN			
3.3	ALTERNATOR 200 AMP			
3.4	BATTERY DISCONNECTION SWITCH			
3.5	ENGINE IDLE SHUTDOWN TIME ENABLED			
3.6	EFFECTIVE PTO AND THROTTLE PROVISION			
3.7	CARB ENGINE IDLING COMPLIANCE			
3.8	12V STARTER			
3.10	3 PREMIUM 12V DUAL PURPOSE BATT 2100 CCA			
3.11	2 SPEED FAN CLUTCH FOR FREQUENT START/STOPS			
3.12	18.7 CFM AIR COMPRESSOR			
3.13	FUEL FILTER, UNHEATED			
3.14	HIGH EFFICIENCY COOLING SYSTEM			
3.15	WING NUT STYLE MOUNTED GRILLE			
3.16	16" FVG AIR CLEANER HORIZONTAL MOUNTED			
3.17	EXHAUST VERTICAL LH			
3.18	CURVED TIP STANDPIPE(S)			
<b>4 - POWERTRAIN/TRANSMISSION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
4.1	ALLISON 4500 RDSP HD GEN 5 - TRANSMISSION SHALL BE FULLY AUTOMATIC			
4.2	ALLISON SIX SPEED CONFIGURATION, WIDE RATIO GEARS			
4.3	1810 HD DRIVELINE, 1 MIDSHIP BEARING			
4.4	CONSOLE MOUNTED PUSH BUTTON SHIFTER			
4.5	ALLISON RDS AUTO NEUTRAL AK			

4.6	ALLISON LOAD BASED SHIFT SCHEDULE (LBSS)			
4.7	CONSOLE MOUNTED PUSH BUTTON SHIFTER			
<b>5 – FRAME AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
5.1	SHALL HAVE 10-3/4” STEEL RAILS, WITH 3/8” RAIL THICKNESS, AND FULL STEEL INNER LINER			
5.2	SHALL HAVE 2,136,000 RBM; WITH A YIELD STRENGTH: 120,000 PSI			
5.3	SHALL BE EQUIPPED WITH (2) FRONT SOLID MOUNT CABLE HOOKS.			
5.4	FEPTO PROVISION 9INCH BUMPER EXTENSION; TO INCLUDE A 1350 SERIES FRONT DRIVE PTO ATTACHMENT PROVISION, RADIATOR WITH PTO CUT-OUT IN GRILLE, RADIATOR PROTECTION SLEEVE AND BUMPER EXTENSION			
5.5	EOF SQUARE WITH STEEL XMBR			
<b>6 – FRONT AXLE AND EQUIPMENT :</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
6.1	SHALL BE EQUIPPED WITH DANA SPICER D2000F, 20,0000 LBS, 3.5 INCH DROP			
6.2	SHALL BE EQUIPPED WITH, TAPER LEAF SPRINGS, WITH HEAVY RESISTANCE SHOCKS 20,000 LBS			
6.3	SHALL BE EQUIPPED WITH POWER STEERING			
6.4	SHALL BE EQUIPPED WITH BENDIX AIR CAM FRONT DRUM BRAKES 16.5X6 RATED UP TO 22,000LB STEER AXLES			
6.5	PHP10 IRON PRESET PLUS HUBS			
6.6	5INCH DROP IPO STD. 3.5INCH, FRONT AXLE			
<b>7 – REAR AXLE AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
7.1	SHALL BE EQUIPPED WITH DANA SPICER D46-170; 46,000 LBS REARS			
7.2	SHALL BE EQUIPPED WITH DIFFERENTIAL LOCKS BOTH AXLES			
7.3	SHALL BE EQUIPPED WITH, RATIO 5.25 REAR AXLE			
7.4	PHP10 IRON PRESET PLUS HUBS			

7.5	LONG STROKE PARKING BRAKES, DRIVE AXLE(S)			
7.6	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES			
7.7	REAR BRAKE CAMSHAFT REINFORCEMENT			
7.8	SBM VALVE			
7.9	ANTI-LOCK BRAKING SYSTEM (ABS)			
7.10	SYNTHETIC AXLE LUBRICANT – ALL AXLES			
7.11	BENDIX AIR CAM REAR DRUM BRAKES 16.5X8.6			
7.12	HENDRICKSON HUALMAAX HMX 460 46,000LB, 54INCH AXLE			
7.13	SHOCK ABSORBERS FOR HMX SUSPENSION			
<b>8 – TIRES AND WHEELS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
8.1	FRONT TIRE 20PLY 315/80R22.5			
8.2	REAR TIRES 16PLY 11R22.5			
8.3	FRONT RIMS ALUMINUM			
8.4	REAR RIMS STEEL			
<b>9 –BATTERY BOX , BUMPER AND ELECTRIC EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
9.1	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH UNDER CAB			
9.2	BUMPER – ALUMINUM STAINLESS STEEL CLAD CHANNEL WITH TWO TOW PINS			
<b>10 - FUEL TANKS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
10.1	23” ALUMINUM 70 GAL.			
10.2	LOCATION RH BOC REAR-MOST 70 GALLON			
10.3	FUEL COOLER			

10.4	TOP OF FUEL TANK 5" BELOW TOP OF FRAME			
10.5	DEF TANK MOUNTED LH BOC			
10.6	DEF TANK 320			
<b>11 – AIR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
11.1	SHALL HAVE A BENDIX AD-IS EP AIR DRYER WITH HEATER			
11.2	BERG PULL CORD DRAIN VALVE(S) – ALL AIR TANKS			
11.3	NYLON CHASSIS HOSE			
11.4	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – LH BOC			
11.5	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – RH BOC			
<b>12 – BODY:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
12.1	THE PACKER BODY SHALL HAVE A MINIMUM GROSS CAPACITY, INCLUDING THE HOPPER, OF NOT LESS THAN: 36 YD <sup>3</sup> (BUSTLE GATE)			
12.2	THE HOPPER SHALL HAVE A CAPACITY OF TWELVE (12) CUBIC YARDS.			
12.3	THE STRUCTURAL INTEGRITY OF THE BODY SHALL ALLOW HIGH DENSITY LOADING OF UP TO 1,000 POUNDS PER CUBIC YARD OF NORMAL REFUSE.			
12.4	THE HOPPER WILL HAVE A 12 CY USEABLE CAPACITY. HOPPER SIDES TO BE OF A FLAT DESIGN WITH HORIZONTAL CHANNEL REINFORCING. LOWER PANEL TO BE 3/16": A572 GRADE 50 – 50,000 PSI MINIMUM YIELD UP 48" FROM THE FLOOR. UPPER PANEL: 10 GAUGE – A572 – GRADE 50 – 50,000 PSI MINIMUM YIELD. CHANNEL REINFORCING: 4"X2"X10 GAUGE – A3HR – 36,000 MINIMUM PSI YIELD. THE BODY WILL INCLUDE A SIDE ACCESS DOOR WITH STEPS AND LADDER.			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
12.5	THE HOPPER FLOOR TO BE CONSTRUCTED OF ¼": AR400 – 140,000 PSI MINIMUM YIELD STRENGTH ABRASION RESISTANT STEEL. HOPPER FLOOR TO BE REINFORCED WITH A COMBINATION OF ¼": A38HR – 36,000 PSI YIELD STRENGTH STEEL, AND 2"X3"X.25 H.S.S. AND 4"X 3" X.25 H.S.S. BODY SILL UNDER THE HOPPER AREA TO BE ¼" – 46,000 PSI YIELD STRENGTH STEEL WITH A 10" CROSS SECTION.			
12.6	BODY HOPPER OPENING TO BE 65" WIDE AND 88" LONG WITH A DEPTH FROM TOP OF HOPPER SHIELD TO FLOOR OF 102". THE HOPPER CAN BE CLOSED WITH A SLIDING TOP DOOR.			

12.7	THE FRONT BULKHEAD SHALL BE CONSTRUCTED FROM FORMED PLATES CONSISTING OF THREE HORIZONTAL MEMBERS SPANNING THE WIDTH OF THE BODY AND OUTER VERTICAL PLATE, WHICH LIES PERPENDICULAR TO THE HORIZONTAL SPANNING MEMBERS, CREATING AN INTEGRAL STRUCTURE.			
12.8	THE OUTER PLATE, IN ADDITION TO STRUCTURALLY REINFORCING THE ENTIRE ASSEMBLY ALSO SEALS THE BULKHEAD SO THAT EFFECTIVE LIQUID RETENTION HEIGHT OF 22 ½" INCHES ABOVE THE BODY FLOOR IS ACHIEVED.			
<b>13 - BODY CONTINUED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
13.1	BODY ROOF SHALL BE OF A ROUNDED DESIGN AND CONSTRUCTED OF 10 GAUGE MATERIAL: A572 GRADE 50 – 70,000 PSI TENSILE STRENGTH 50,000 PSI MINIMUM YIELD POINT STRENGTH STEEL. ROOF SHALL BE REINFORCED LONGITUDINALLY AT THE POINT WHERE THE ROOF MEETS THE SIDE WITH 10 GAUGE – A36HR PSI YIELD STRENGTH FORMED CHANNEL.			
13.2	BODY SIDES ARE ROUNDED IN DESIGN FROM TOP TO BOTTOM AND CONSTRUCTED OF 10 GAUGE: A 572 – GRADE 50 – 50,000 PSI YIELD STRENGTH STEEL – 70,000 PSI TENSILE STRENGTH. THE BODY SHALL BE REINFORCED AT THE UPPER MOST POINT WHERE IT JOINS THE ROOF WITH A FORMED CHANNEL CONSTRUCTED OF 10 GAUGE – 36,000 PSI YIELD STRENGTH STEEL. WITH NO REAR BODY EXTERIOR STIFFENERS, THE RESULT SHALL BE A SMOOTH, AESTHETICALLY-PLEASING EXTERIOR THAT CAN BE UTILIZED FOR SIGNS OR CUSTOM ADVERTISING, ALSO MAKING DAILY WASHING EASIER WITH LESS SURFACE AREA TO WASH. BODY SIDE LADDER MOUNTED ON CURBSIDE TO REACH TOP OF ROOF.			
13.3	BODY FLOOR SHALL BE PART OF THE UNIBODY CONCEPT AND SHALL BE OF ROUNDED DESIGN. IN COMBINATION WITH THE REAR BODY SEAL AND THE UNIQUE FRONT BULKHEAD DESIGN, THE BODY WILL HAVE THE CAPACITY TO HOLD APPROXIMATELY 1,200 GALLONS OF LIQUID WASTE.			
13.4	MID-BODY REINFORCING SHALL BE ACHIEVED BY A FORMED CHANNEL, CONSTRUCTED OF 10 GAUGE – A570 GRADE 50 – 50,000 PSI YIELD STRENGTH STEEL WITH DIMENSIONS OF 41/2" X 7".			
13.5	REAR BODY REINFORCING AT THE DOOR FRAME AREA SHALL BE ACHIEVED BY A FORMED CHANNEL CONSTRUCTED OF 10 GAUGE – 50,000 PSI YIELD STRENGTH STEEL WITH DIMENSIONS OF 4 ½" X 7".			
<b>14 – LIFTING MECHANISM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
14.1	THE LIFTING MECHANISM SHALL BE CAPABLE OF HANDLING A 1 ½, 2, 3 & 4 CUBIC YARD PAK-MOR LIFT STATIONARY STEEL REFUSE CONTAINERS AND MUST BE COMPATIBLE AND MOUNTED FOR CURBSIDE PICKUP; ON A RIGHT HAND DRIVE UNIT.			
14.2	THE LIFTING MECHANISM CONSIST OF A HORIZONTAL BAR WITH A PAK-MOR CONTAINER HOOK-UP POINTS ON EITHER END, ACHIEVING HORIZONTAL PLANE MOTION VIA THE EXTENSION AND RETRACTION OF ONE DOUBLE ACTING CYLINDER WHICH SLIDES THE ROLLER SUPPORTED MECHANISM FRAME WORK BACK AND FORTH THROUGH A HORIZONTAL			

	TRACK MOUNTED ABOVE THE CHASSIS FRAMEWORK, BELOW THE BODY FLOOR.			
14.3	VERTICAL MOTION OF THE LIFTING MECHANISM SHALL BE ACHIEVED THROUGH THE EXTENSION AND RETRACTION OF TWO DOUBLE ACTING HYDRAULIC CYLINDERS WHICH RAISE AND LOWER THE ROLLER SUPPORTED FRAME WORK THROUGH A VERTICAL TRACK. THE MECHANISM SHALL BE SIMULTANEOUSLY CONNECTED TO A SYSTEM OF LINK BARS ATTACHED TO A PIVOT SHAFT, WHICH ROTATE THE CONTAINER FOR DUMPING PURPOSES AT ITS EXTREME VERTICAL LEVEL.			
14.4	THE MECHANISM WILL BE CAPABLE OF SERVING CONTAINERS FROM THE GROUND LEVEL TO DOCK HEIGHT APPROXIMATELY 48 INCHES FROM GROUND (LEVEL). THE LIFTING MECHANISM WILL ALSO HAVE A 48" INCH REACH FROM TRUCK BODY TO CONTAINER.			
<b>15 – LOAD DISCHARGE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
15.1	LOAD DISCHARGE IS TO BE OF "FULL EJECT" TYPE AND SHALL BE INTERLOCKED WITH THE REAR DOOR SO THAT IT HAS TO BE OPEN BEFORE THE PACKER PLATE CAN PASS THE ½ PACK POINT.			
15.2	ON A FULL EJECT, THE OPENING OF THE REAR DOOR ALSO DISABLES THE AUTO CYCLE SO THE LOAD DISCHARGE IS CONTROLLED MANUALLY WITH THE MANUAL OVERRIDE PACKING CONTROLS.			
<b>16 - REAR DOOR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
16.1	THE REAR DOOR IS TO HAVE A CONVEX PROFILE TO DIRECT MATERIAL FLOW COMPACTION AND TO ENSURE THAT THE BODY FILLS COMPLETELY.			
16.2	THE REAR DOOR IS TO HAVE A 3 CUBIC YARD CAPACITY AND IS TO BE CONSTRUCTED OF 10-GAUGE 50,000 PSI YIELD STRENGTH STEEL.			
16.3	THE REAR DOOR SHALL BE ATTACHED TO THE BODY WITH 2 HEAVY DUTY STEEL HINGES WITH 1 ¼ " DIAMETER – 150,000 PSI YIELD STRENGTH STEEL, ROTATING IN A HARDENED BEARING RACE.			
16.4	THE REAR DOOR IS TO INCORPORATE A WATER TIGHT SEAL TO PREVENT LEAKAGE. THIS SHALL BE A REPLACEABLE COMPRESSION TYPE SEAL ATTACHED TO THE BODY, EXTENDING ALONG THE FULL WIDTH OF THE BODY/DOOR INTERFACE AND 39" UP THE SIDES.			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
16.5	THE REAR DOOR SHALL BE AUTOMATICALLY LATCHED AND UNLATCHED IN SEQUENCE WITH THE REAR DOOR HYDRAULIC LIFT CYLINDERS. THE LATCH HOOK SHALL BE CONSTRUCTED OF 1" THICK -100,000 PSI YIELD STRENGTH STEEL, WHICH MUST BE INSTALLED AND REMOVED MANUALLY AND ARE INCORPORATED TO PREVENT ACCIDENTAL OPENING OF THE DOOR.			

16.6	A FEDERAL MOTOR CARRIER APPROVED UNDER-RIDE GUARD SHALL BE FURNISHED. THE UNDER-RIDE GUARD SHALL BE WELDED TO THE BOTTOM OF THE REAR DOOR AND SWINGS OUT OF THE WAY WITH THE DOOR WHEN REFUSE IS EJECTED.			
<b>17 – PACKER EJECTION BLADE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
17.1	A HYDRAULICALLY-ACTIVATED PLATE SHALL BE FURNISHED TO CLEAR THE HOPPER OF REFUSE, COMPACT THE BODY AND EJECT THE LOAD. THESE HYDRAULIC FUNCTIONS ARE OPERATOR-CONTROLLED FROM WITHIN THE CAB.			
17.2	THE PACKER/EJECTION BLADE LOWER SECTION SHALL BE CONSTRUCTED OF ¼ " THICK – 50,000 PSI STRENGTH STEEL AND THE UPPER SECTION SHALL BE REINFORCED WITH VERTICAL AND HORIZONTAL BOXED SECTIONS.			
17.3	THE PACKER/EJECTION BLADE SHALL BE SUPPORTED ON TWO 3" X 46" X 50" THICK WEARFORM -500 100,000 PSI YIELD STRENGTH WEAR PLATES. THE SHOES RIDE ON A 3" WIDE X .50 WEARFORM-500 WEAR PLATES ON BOTTOM INSIDE STEEL GUIDE CHANNELS WHICH ARE WELDED DIRECTLY TO THE BODY SIDE FOR EXTRA STRENGTH. THE SHOES ARE REPLACEABLE BY REMOVING THE PACKER/EJECTION BLADE.			
<b>18 – FULL EJECT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
18.1	THE PACKING/EJECTION BLADE SHALL BE OPERATED BY TWO (2) HORIZONTALLY MOUNTED, CRISSCROSSED HYDRAULIC CYLINDERS. THESE CYLINDERS ARE THREE STAGE, 5 ½ X 4 ½ X 3 ½ BORE, DOUBLE ACTING AND HAVE CHROME PLATED SHAFTS. THEY ARE MOUNTED ABOVE THE FLOOR TO PREVENT DAMAGE AND ARE ATTACHED BY 2" DIAMETER PIVOT PINS. FULL EJECT OPERATION TAKES ABOUT 35 SECONDS, INCLUDING THE TIME TO RETURN THE BLADE TO THE "HOME" POSITION.			
<b>19 – HYDRAULIC SYSTEM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
19.1	THE HYDRAULIC SYSTEM MAXIMUM OPERATING PRESSURE SHALL BE 2,500 PSI.			
19.2	A HEAVY-DUTY COMMERCIAL INTERTECH MODEL P365 SINGLE STAGE, ENGINE DRIVEN HYDRAULIC GEAR PUMP WITH A HI-GFM/LOW=RPM DISPLACEMENT DESIGN. THIS WILL ALSO HAVE A PRIORITY FLOW CONTROL DEVICE AND A DRY VALVE TO CONTROL THE PUMP. THE PUMP WILL DELIVER 66 GPM @ 1,800 RPM AND SHALL BE PROTECTED BY AN ELECTRIC OVERSPEED SWITCH CONNECTED TO THE ALTERNATOR. PUMP			

	START-UP AND SHUT-DOWN SHALL BE ACHIEVED BY MEANS OF A PUSH/PULL SWITCH CONNECTED TO AN AIR-SOLENOID VALVE.			
19.3	THE HYDRAULIC SYSTEM UTILIZES HOSES AND TUBING, WHICH HAVE A BURST PRESSURE RATING OF 3 ½ TIMES THE MAXIMUM WORKING PRESSURE OF 2,500 PSI.			
19.4	THE HYDRAULIC SYSTEM OIL RESERVOIR HAS A CAPACITY OF 70 U.S. GALLONS, LOCATED ON THE OPPOSITE SIDE OF THE LIFTING MECHANISM AND MOUNTED TO THE CHASSIS FRAME.			
19.5	THE TANK COMES COMPLETE WITH AN OIL LEVEL/TEMPERATURE GAUGE, VISIBLE FROM THE GROUND, A FILTER TYPE BREATHER CAP AND A SHUT-OFF VALVE. HYDRAULIC FILTRATION INCLUDES A 100 MESH SUCTION SCREEN LOCATED ON THE SUCTION SIDE OF THE HYDRAULIC TANK, A 10 MICRON PRESSURE FILTER (WITH INDICATOR) LOCATED BETWEEN PUMP AND VALVE ASSEMBLY AND A 10 MICRON RETURN FILTER (WITH INDICATOR LOCATED ON THE HYDRAULIC TANK). RED PUSH BUTTON, IN CAB, SHUTS DOWN THE COMPLETE SYSTEM.			
<b>20 – CONTROLS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
20.1	CONTROLS FOR ALL FUNCTIONS ARE LOCATED IN THE CAB WITHIN EASY ACCESS TO THE OPERATOR. START-UP/SHUT-DOWN CONTROL UTILIZES A PUSH/PULL SWITCH WITH A LARGE 2 3/8” DIAMETER KNOB. LIFT, REACH AND GRABBER FUNCTIONS UTILIZE DUAL COMPENSATING AIR VALVES IN TANDEM OR TRIPLE CONFIGURATIONS. TOP-DOOR OPTIONS, WHEN USED, UTILIZES A MOMENTARY CONTACT SWITCH IN CONJUNCTION WITH A LIMIT SWITCH, A PRESSURE SWITCH AND AN ADJUSTABLE TIMER (.01 SECONDS – 10 SECONDS) TO COMPACT AND “CRUNCH” REFUSE, AND THEN COMPACTION PACKER AUTOMATICALLY RETURNS. EJECT/RETRACT FUNCTIONS ARE CONTROLLED BY AN ELECTRICAL SELECTOR SWITCH AND A SET OF AIR VALVES.			
<b>21 – WARNING ALARM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
21.1	A WARNING ALARM SHALL BE PROVIDED THAT EMITS AN AUDIBLE, INTERMITTENT SIGNAL WHEN THE CHASSIS TRANSMISSION IS IN THE REVERSE POSITION OR WHEN THE REAR DOOR OF THE BODY IS NOT IN THE FULLY LOWERED POSITION.			
<b>22 – REARVIEW CAMERA:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
22.1	COLOR REAR MOUNTED CAMERA AND CAB MOUNTED MONITOR, INTEC 6.8” NON-GLARE LCD W/250+ LINES RESOLUTION MONITOR, INDUSTRIAL COLOR CAMERA W/MIL SPEC. CONNECTORS OR EQUIVALENT.			
<b>23 - INDICATOR LAMPS :</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

23.1	1. RETRACT - YELLOW 2. COMPACT - GREEN 3. OVERSPEED - BLUE 4. TAILGATE AJAR - RED 5. STROBE/WORK LAMPS ON - AMBER			
<b>24 - BODY LIGHTS, WORKING LIGHTS AND WIRING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
24.1	THE BODY WILL HAVE (3) HOPPER/ WORK LIGHTS. ONE MOUNTED FACING FRONT OF EJECTOR BLADE AND (2) TWO MOUNTED ON EACH SIDE OF THE LIFT CARRIAGE / MAST.			
24.2	ALL LIGHTING SHALL BE IN ACCORDANCE WITH FMVSS. THE LIGHT BAR ON THE LOWER SECTION OF THE DOOR INCLUDES TWO (2) STOP/TURN INDICATORS ON EACH SIDE AND ONE (1) BACKUP LAMP ON EACH SIDE.			
24.3	A MID-BODY SIGNAL COMBINATION MARKER LAMP SHALL BE LOCATED ON EACH SIDE OF THE UNIT, MID-LOWER BODY.			
24.4	BODY MARKER LAMPS ARE LOCATED, ONE (1) IN FRONT AND ON THE TOP CORNER OF EACH SIDE (AMBER). REAR BODY MARKERS ARE LOCATED IN THE REAR DOOR FRAME, ONE (1) ON THE TOP AND ONE (1) ON THE BOTTOM. THERE SHALL ALSO BE A GROUPING ON THE OUTSIDE OF THE REAR DOOR, ONE (1) ON EACH SIDE AND THREE (3) IN THE CENTER.			
24.5	AN ELECTRICAL BACK-UP ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE VEHICLE IS IN REVERSE. AN ELECTRICAL ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE REAR GATE IS AJAR. CIRCUIT BREAKERS, ABLE TO BE RESET, ARE UTILIZED FOR CIRCUIT PROTECTION ON PACKER SYSTEMS. ALL WIRING SHALL BE ENCLOSED IN THE BODY MEMBER OR SEALED PLASTIC LOON. ALL WIRING SHALL BE COLOR CODED.			
<b>25 — SAFETY LIGHTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

25.1	<ul style="list-style-type: none"> <li>❖ AMBER LED'S OR EQUAL MOUNTED ON CHASSIS FRONT GRILLE, SIDE AND REAR OF VEHICLE. ALL LENSES SHALL BE CLEAR.</li> <li>❖ FRONT GRILLE - TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON FRONT GRILLE, OR EQUAL. ALL LENSES SHALL BE CLEAR.</li> <li>❖ REAR – TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON REAR OF REFUSE BODY, OR EQUAL. ALL LENSES SHALL BE CLEAR.</li> <li>❖ SIDE BODY – TWO WHELEN 600 SERIES AMBER LED'S, OR EQUAL, MOUNTED BEHIND THE CAB ON THE REFUSE BODY APPROXIMATELY MID-SHIP.</li> <li>❖ ALL LENSES SHALL BE CLEAR. ALL LED'S SHALL BE WIRED AND ACTUATED WHEN THE VEHICLE IS IN DRIVE POSITION. A SWITCH CONTROL SHALL BE MOUNTED IN THE CHASSIS CAB.</li> </ul>			
<b>26 — CONTAINER WASH OUT SYSTEM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
26.1	AN 80 GALLON CAPACITY TANK WITH A HAND HELD SPRAYER SHALL BE PROVIDED IN ORDER TO ALLOW THE OPERATOR/DRIVER TO CLEAN CONTAINERS.			
26.2	AN 80 GALLON CAPACITY TANK WITH A CAB-CONTROLLED SPRAYER MEANS SHALL BE PROVIDED IN ORDER TO ALLOW THE OPERATOR/DRIVER TO CLEAN CONTAINERS WHEN THE CONTAINERS IS IN THE DUMP POSITION ON THE CONTAINER HANDLING DEVICE.			
<b>27 - PAINTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

27.1	FIRST STEP – SMOOTHING - ALL WELD SLAG, SPLATTER OR ROUGHNESS SHALL BE REMOVED WITH THE APPROPRIATE HAND TOOLS. NO SAND, SHOT OR GLASS AIR BLASTING SHALL BE PERMITTED TO ELIMINATE CONTAMINATION AND POSSIBLE DAMAGE TO BEARINGS OR PIN SURFACES AND POSSIBLE DISTORTION OF HIGHER GAUGE SHEET MATERIALS USED ON THE BODY.			
27.2	SECOND STEP – PURGATION - A HEATED PRESSURE WASH SHALL DRENCH THE ENTIRE BODY WITH A SILICATED ALKALINE PHOSPHATE BASED PRECLEANER TO CLEAN ALL METAL SURFACES. THIS SOLUTION SHALL SOAK THROUGH AND BREAK DOWN THE OIL FILM AND OTHER CONTAMINANTS FOUND ON STEEL. THE SOLUTION SHALL BE NON-CORROSIVE TO METALS AND SHALL BE ENVIRONMENTALLY FRIENDLY.			
274.3	THIRD STEP – PRE-TREATMENT – AN ORGANICALLY ACCELERATED PHOSPHORIC ACID BASED PRETREATMENT WILL BE APPLIED TO ALL METAL SURFACES. THIS STEP PROVIDES A CHEMICAL CONVERSION COATING WHICH CHANGES THE CHEMICAL AND PHYSICAL NATURE OF THE SURFACE BY PROVIDING A SURFACE THAT THE NEXT APPLICATION (PRIME) WILL ADHERE TO.			
27.4	FOURTH STEP – SEALING - THE ENTIRE BODY SHALL BE COATED WITH AN APPLICATION OF THE PATENTED DRY-IN-PLACE SEAL FROM HENKEL SURFACE TECHNOLOGIES. THIS PROCESS SHALL DRAMATICALLY IMPROVE THE SURFACE FINISH’S RESISTANCE TO RUSTING THAT OCCURS FROM GENERAL WEAR AND TEAR, AND SHALL PROVIDE IMPROVEMENTS TO PAINT ADHESION AND OTHER RELATED CORROSION THAT OCCURS OVER THE LIFE OF THE PRODUCTS. THIS SHALL HELP RETAIN THE “AS NEW” APPEARANCE OF THE FACTORY PAINT SURFACE.			
27.5	FIFTH STEP - PRIMER COAT PAINT - THE SEAL COAT SHALL BE PAINTED USING DUPONT CORLAR - A HIGH PERFORMANCE, LOW VOC/HAPS EPOXY POLYAMIDE PRIMER-SEALER. CORLAR IS A TWO-COMPONENT GRAY PRIMER-SEALER THAT IS LEAD AND CHROMATE FREE. THIS SHALL BE APPLIED IN AN AMOUNT NECESSARY TO ACHIEVE A DRY FILM THICKNESS OF 1.2 MIL.			
27.6	SIXTH STEP - FINISH TOP COAT PAINT - A HIGH LUSTER FINISH COAT SHALL BE APPLIED USING DUPONT IMRON 5000 – A HIGH-PERFORMANCE, LOW VOC (<3.5 LBS/GAL RTS) TWO-COMPONENT POLYURETHANE ENAMEL. AN AMPLE AMOUNT SHALL BE APPLIED TO ACHIEVE A DRY FILM THICKNESS OF 2 MIL AND SHALL RESULT IN A FINISH OF 3.2 MIL MINIMUM FILM THICKNESS.			
27.7	BODY UNDERCOATING SHALL BE PROVIDED AND COVER ALL SURFACES UNDER THE BODY.			
<b>28 - ADDITIONAL UPGRADE OPTIONS: (ALL PRICING FOR THESE MUST BE INCLUDED IN THE UNIT PRICE):</b>		<b>YES</b>	<b>NO</b>	<b>PRICE</b>

28.1	DUAL CONTAINER AND LIFT WORK LIGHT KIT			
28.2	LIFT CYCLE COUNTER			
28.3	DUAL HOPPER WORK LIGHTS			
28.4	DUAL FLOOD LIGHTS ON TRUCK			
28.5	REMOTE LIFT CONTROLS – AIR TOGGLES			
28.6	20 LB FIRE EXTINGUISHER			
28.7	REMOTE LUBRICATION SYSTEM – PACKER			
28.9	SEVER DUTY WEAR BARS KIT			
28.10	CAUTION TRAFFIC DECAL SIGN ON BACK REAR OF THE UNIT FACTORY INSTALLED			
28.11	INSTALLATION OF CITY OF EDINBURG LOGO, DEPARTMENT DECAL AND SAFETY DECALS			
28.12	INSTALL CITY PROVIDED TWO-WAY RADIO IN ACCORDANCE WITH DEPT STANDARDS TO ENSURE WARRANTY			
28.13	TWO (2) YEAR ON REFUSE BODY, HYDRAULIC PUMP AND SYSTEM. ALL HYDRAULIC CYLINDERS TO HAVE A FIVE (5) YEAR WARRANTY.			
28.14	OEM – REAR SPARE TIRE WITH RIM			
28.15	MUD FLAPS ARE INSTALLED ON THE FRONT AND REAR OF THE TANDEM AXLES.			
28.16	TEN POINT LUBE SYSTEM			
28.17	DUAL CONTAINER AND LIFT WORK LIGHT KIT			
28.18	MUD FLAPS ARE INSTALLED ON THE FRONT AND REAR OF THE TANDEM AXLES.			
28.19	CLEAN OUT SHOVEL KIT			
28.20	HOPPER FLOOR LINER (3/16" – 150,000 PSI)			
<b>29 – RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
<b>30 – RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

<b>31 – RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>PRICING</b>
<b>32 – RESERVED:</b>				
<b>33 - RESERVED:</b>		<b>YES</b>	<b>NO</b>	
<b>34 – RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
<b>35 -RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
<b>36 - DELIVERY, SETUP AND TRAINING:</b>				
36.1	THE TRUCK SHALL BE DELIVERED TO THE CITY OF EDINBURG LANDFILL LOCATED AT 8601 NORTH JASMAN RD, EDINBURG TEXAS 78540 AND SET UP TO WORK AT THE SELLING DEALER’S EXPENSE. TRAINING ON PROPER OPERATION AND MAINTENANCE OF THE COMPACTOR SHALL BE CONDUCTED OVER A TWO (2) DAY PERIOD AND SHALL NOT BE LESS THAN TWELVE (12) HOURS.			
<b>37 - MANUALS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
37.1	TWO SETS EACH OF PARTS MANUALS, OPERATOR’S MANUALS, AND SERVICE MANUALS.			
<b>38 – MACHINE OR EQUIPMENT AVAILABILITY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
38.1	WITHIN 30 DAYS OF ISSUANCE			
38.2	WITHIN 60 DAYS OF ISSUANCE			
38.3	WITHIN 90 DAYS OF ISSUANCE			
38.4	OVER 90 DAYS OF ISSUANCE			
EXPLAIN IF OVER 90 DAYS:				

<b>38 – STANDARD WARRANTY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
38.1	SHALL HAVE NO LESS THAN 1 YEAR OR 100,000 MILE FULL MANUFACTURER’S BASE WARRANTY ON THE CAB AND CHASSIS; ENGINE SHALL HAVE 2 YEARS 250,000 MILE STANDARD ENGINE WARRANTY; TRANSMISSION SHALL HAVE 3 YEAR UNLIMITED MILE WARRANTY; ALL WARRANTIES SHALL INCLUDE PARTS, LABOR, HAULING, TRAVEL, AND MILEAGE REQUIRED AND THE DETAILS OF THIS WARRANTY MUST ACCOMPANY THE BID.			

**39 -LISTING OF ALL WASTE FACILITES UTILIZING YOUR EQUIPMENT:**

Please list all contacts and phone numbers (**TEXAS Facilities ONLY**)

Company/Agency	Machine Year and Model	Contact Person	Phone Number	Distance from COE (Miles)	Time Machine in Service and Possession



**42 -BID FORM:**

	Company Name:
	Printed Name of Person Submitting Bid:
	Street Address:
	County, State:
	Zip
	Phone Number: (    )
	Fax Number: (    )
	E-mail Address:

42.1	ITEM – (2) RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVERS AS LISTED ABOVE.	UNIT PRICE	\$	
43.0	HEAVY DUTY BODY OPTION	\$	COST	
44.0	AVAILABLE EXTENDED WARRANTY(S) CAB AND CHASIS			
44.1	___ YR    ___ MILES    _____ TYPE    _____	COST		
44.2	___ YR    ___ MILES    _____ TYPE    _____	COST		
44.3	___ YR    ___ MILES    _____ TYPE    _____	COST		
45.0	AVAILABLE EXTENDED WARRANTY(S)			
45.1	___ YR    ___ MILES    _____ TYPE    _____	COST		
45.2	___ YR    ___ MILES    _____ TYPE    _____	COST		
45.3	___ YR    ___ MILES    _____ TYPE    _____	COST		
46.1	DELIVERY TIME AFTER AWARD IN DAYS			

**\*\*\*\*\* FOR CITY USE ONLY\*\*\*\*\***

FINAL EXTENDED PRICE INCLUDING ALL AVAILABLE OPTIONS AND WARRANTIES LISTED ABOVE (LIST ITEM _____, _____, _____, _____)	
-------------------------------------------------------------------------------------------------------------------------	--

*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  
PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD  
RETRIEVER**

**BID NO. 2017-07**

**BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVER** 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.**

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER	<u>Bid</u> Specify
CONTRACT NUMBER: _____ (if applicable)		COMMODITY NUMBER: _____ (if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD  
RETRIEVERS**

**BID NO. 2017-07**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVERS.**

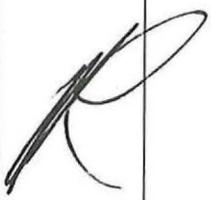
You are invited to submit a sealed bid for the **PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVERS** as requested by the City of Edinburg Solid Waste Department.

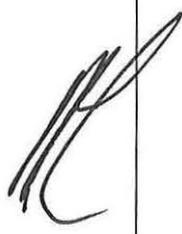
The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVERS:**

**MINIMUM BID SPECIFICATIONS**

**FOR (2) NEW COMMERCIAL RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVERS**

<b>1 - INSTRUCTIONS TO BIDDERS:</b>		<b>INITIAL</b>
1.1	The City of Edinburg owns and operates a Fully Automated Waste Collection Fleet and services 100% of all City Residents and Commercial Establishments. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe a fully automated RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVER. The truck shall be capable of handling 1.5 to 4 CUYD refuse containers CURBSIDE shall be capable of lifting and transporting refuse to a landfill and dispensing the load by means of hydraulically ejecting the load from the refuse body. All components and requirements shall be at a minimum as listed in the attached specifications herein describe the minimum acceptable features, performance and operational requirements for a fully automated RIGHT hand drive COMMERCIAL SIDE LOAD RETRIEVER that the City of Edinburg will purchase for use with its Collection Program.	
1.2	The manufacturer of all equipment provided under this contract shall be ISO 9001-2008 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2012.	

1.3	<p>All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. By checking, any of the "NO" spaces the bidder states that the product being bid does not conform to that minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet, which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b><u>all variations and/or exceptions must be documented</u></b>, referencing applicable paragraph(s), and <b><u>explained in detail on a separate page titled "Exceptions"</u></b>. Otherwise, it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. <b><u>However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable.</u></b> Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	
1.4	<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor, which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.</p>	

<b>2 - BASIC SPECIFICATIONS:</b>				
<b>CAB AND CHASIS (CLASS "A" CHASIS)</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>	
MAKE: <i>Peterbilt</i>	MODEL: <i>320</i>	YEAR: <i>2017</i>		
2.1	CAB SHALL BE OF CAB OVER DESIGN	✓		
2.2	CAB SHALL MEET THE FOLLOWING CRITERIA MUST BE AN ALUMINUM CAB, <b>RIGHT</b> HAND DRIVE	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
2.3	AIR RIDE HIGH BACK DRIVER VINYL SEAT	✓		
2.4	AIR CONDITIONER/ HEATER/ DEFROSTER FACTORY INSTALLED	✓		
2.5	PASSENGER SEAT LOW BACK VINYL. NON-AIR	✓		
2.6	INSIDE THE CAB COLOR IS GREY	✓		

2.7	OUTSIDE COLOR IS WHITE	✓		
2.8	RADIO AM/FM	✓		
2.9	BACK UP ALARM	✓		
2.10	2 CONVEX 8" MIRROR	✓		
2.11	SHALL HAVE A, WARNING LIGHT BATTERY DISCONNECT SWITCH ENGAGED (MARKER LIGHT)	✓		
2.12	SHALL HAVE DAYTIME RUNNING LIGHTS	✓		
2.13	4.5" RUBBER FLARES ON CAB	✓		
2.14	ADJUSTABLE STEERING COLUMN – TILT/TELESCOPE	✓		
2.15	REAR WINDOW BACK OF CAB DARK TINT	✓		
2.16	TWO PIECE FLAT WINDSHIELD	✓		
2.17	SSTL - LH/RH TRI-PLANE MIRRORS, HEATED	✓		
2.18	(1) AIR HORN 24.5" CHROME – ROUND W/HORN SHIELD	✓		
2.19	CAB TILT PUMP AIR ASSIST	✓		
2.20	ELECTRIC WINDSHIELD WIPERS	✓		
2.21	TRIANGLE REFLECTORS KIT SHIPPED LOOSE	✓		
2.22	MAIN TRANSMISSION OIL TEMPERATURE GAUGE	✓		
2.23	AIR RESTRICTION INDICATOR	✓		
2.24	HEADLIGHTS DUAL RECTANGULAR HALOGEN	✓		
		YES	NO	Exception
2.25	(5) LIGHT GUARDS ON MARKER LIGHTS	✓		
2.26	(5) LED CLEARANCE WITH (2) LED MARKER LIGHTS	✓		
2.27	NON FURNISHED STOP/TAIL/BACKUP LIGHTS	✓		
<b>3 – ENGINE:</b>		YES	NO	Exception

3.1	THE ENGINE SHALL HAVE A RATING OF 345@1900; GOV@2100 1150@1400	✓		
3.2	SHALL HAVE AN ENGINE PROTECTION SHUTDOWN	✓		
3.3	ALTERNATOR 200 AMP	✓		
3.4	BATTERY DISCONNECTION SWITCH	✓		
3.5	ENGINE IDLE SHUTDOWN TIME ENABLED	✓		
3.6	EFFECTIVE PTO AND THROTTLE PROVISION	✓		
3.7	CARB ENGINE IDLING COMPLIANCE	✓		
3.8	12V STARTER	✓		
3.10	3 PREMIUM 12V DUAL PURPOSE BATT 2100 CCA	✓		
3.11	2 SPEED FAN CLUTCH FOR FREQUENT START/STOPS	✓		
3.12	18.7 CFM AIR COMPRESSOR	✓		
3.13	FUEL FILTER, UNHEATED	✓		
3.14	HIGH EFFICIENCY COOLING SYSTEM	✓		
3.15	WING NUT STYLE MOUNTED GRILLE	✓		
3.16	16" FVG AIR CLEANER HORIZONTAL MOUNTED	✓		
3.17	EXHAUST VERTICAL LH	✓		
3.18	CURVED TIP STANDPIPE(S)	✓		
<b>4 - POWERTRAIN/TRANSMISSION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
4.1	ALLISON 4500 RDSP HD GEN 5 - TRANSMISSION SHALL BE FULLY AUTOMATIC	✓		
4.2	ALLISON SIX SPEED CONFIGURATION, WIDE RATIO GEARS	✓		
4.3	1810 HD DRIVELINE, 1 MIDSHIP BEARING	✓		
4.4	CONSOLE MOUNTED PUSH BUTTON SHIFTER	✓		
4.5	ALLISON RDS AUTO NEUTRAL AK	✓		

4.6	ALLISON LOAD BASED SHIFT SCHEDULE (LBSS)	✓		
4.7	CONSOLE MOUNTED PUSH BUTTON SHIFTER	✓		
<b>5 – FRAME AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
5.1	SHALL HAVE 10-3/4" STEEL RAILS, WITH 3/8" RAIL THICKNESS, AND FULL STEEL INNER LINER	✓		
5.2	SHALL HAVE 2,136,000 RBM; WITH A YIELD STRENGTH: 120,000 PSI	✓		
5.3	SHALL BE EQUIPPED WITH (2) FRONT SOLID MOUNT CABLE HOOKS.	✓		
5.4	FEPTO PROVISION 9INCH BUMPER EXTENSION; TO INCLUDE A 1350 SERIES FRONT DRIVE PTO ATTACHMENT PROVISION, RADIATOR WITH PTO CUT-OUT IN GRILLE, RADIATOR PROTECTION SLEEVE AND BUMPER EXTENSION	✓		
5.5	EOF SQUARE WITH STEEL XMBR	✓		
<b>6 – FRONT AXLE AND EQUIPMENT :</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
6.1	SHALL BE EQUIPPED WITH DANA SPICER D2000F, 20,000 LBS, 3.5 INCH DROP	✓		
6.2	SHALL BE EQUIPPED WITH, TAPER LEAF SPRINGS, WITH HEAVY RESISTANCE SHOCKS 20,000 LBS	✓		
6.3	SHALL BE EQUIPPED WITH POWER STEERING	✓		
6.4	SHALL BE EQUIPPED WITH BENDIX AIR CAM FRONT DRUM BRAKES 16.5X6 RATED UP TO 22,000LB STEER AXLES	✓		
6.5	PHP10 IRON PRESET PLUS HUBS	✓		
6.6	5INCH DROP IPO STD. 3.5INCH, FRONT AXLE	✓		
<b>7 – REAR AXLE AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
7.1	SHALL BE EQUIPPED WITH DANA SPICER D46-170; 46,000 LBS REARS	✓		
7.2	SHALL BE EQUIPPED WITH DIFFERENTIAL LOCKS BOTH AXLES	✓		
7.3	SHALL BE EQUIPPED WITH, RATIO 5.25 REAR AXLE	✓		
7.4	PHP10 IRON PRESET PLUS HUBS	✓		

7.5	LONG STROKE PARKING BRAKES, DRIVE AXLE(S)	✓		
7.6	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES	✓		
7.7	REAR BRAKE CAMSHAFT REINFORCEMENT	✓		
7.8	SBM VALVE	✓		
7.9	ANTI-LOCK BRAKING SYSTEM (ABS)	✓		
7.10	SYNTHETIC AXLE LUBRICANT – ALL AXLES	✓		
7.11	BENDIX AIR CAM REAR DRUM BRAKES 16.5X8.6	✓		
7.12	HENDRICKSON HUALMAAX HMX 460 46,000LB, 54INCH AXLE	✓		
7.13	SHOCK ABSORBERS FOR HMX SUSPENSION	✓		
<b>8 – TIRES AND WHEELS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
8.1	FRONT TIRE 20PLY 315/80R22.5	✓		
8.2	REAR TIRES 16PLY 11R22.5	✓		
8.3	FRONT RIMS ALUMINUM	✓		
8.4	REAR RIMS STEEL	✓		
<b>9 –BATTERY BOX , BUMPER AND ELECTRIC EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
9.1	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH UNDER CAB	✓		
9.2	BUMPER – ALUMINUM STAINLESS STEEL CLAD CHANNEL WITH TWO TOW PINS	✓		
<b>10 - FUEL TANKS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
10.1	23" ALUMINUM 70 GAL.	✓		
10.2	LOCATION RH BOC REAR-MOST 70 GALLON	✓		
10.3	FUEL COOLER	✓		

10.4	TOP OF FUEL TANK 5" BELOW TOP OF FRAME	✓		
10.5	DEF TANK MOUNTED LH BOC	✓		
10.6	DEF TANK 320	✓		
<b>11 – AIR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
11.1	SHALL HAVE A BENDIX AD-IS EP AIR DRYER WITH HEATER	✓		
11.2	BERG PULL CORD DRAIN VALVE(S) – ALL AIR TANKS	✓		
11.3	NYLON CHASSIS HOSE	✓		
11.4	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – LH BOC	✓		
11.5	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – RH BOC	✓		
<b>12 – BODY:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
12.1	THE PACKER BODY SHALL HAVE A MINIMUM GROSS CAPACITY, INCLUDING THE HOPPER, OF NOT LESS THAN: 36 YD <sup>3</sup> (BUSTLE GATE)	✓		
12.2	THE HOPPER SHALL HAVE A CAPACITY OF TWELVE (12) CUBIC YARDS.	✓		
12.3	THE STRUCTURAL INTEGRITY OF THE BODY SHALL ALLOW HIGH DENSITY LOADING OF UP TO 1,000 POUNDS PER CUBIC YARD OF NORMAL REFUSE.	✓		
12.4	THE HOPPER WILL HAVE A 12 CY USEABLE CAPACITY. HOPPER SIDES TO BE OF A FLAT DESIGN WITH HORIZONTAL CHANNEL REINFORCING. LOWER PANEL TO BE 3/16": A572 GRADE 50 – 50,000 PSI MINIMUM YIELD UP 48" FROM THE FLOOR. UPPER PANEL: 10 GAUGE – A572 – GRADE 50 – 50,000 PSI MINIMUM YIELD. CHANNEL REINFORCING: 4"X2"X10 GAUGE – A3HR – 36,000 MINIMUM PSI YIELD. THE BODY WILL INCLUDE A SIDE ACCESS DOOR WITH STEPS AND LADDER.	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
12.5	THE HOPPER FLOOR TO BE CONSTRUCTED OF ¼": AR400 – 140,000 PSI MINIMUM YIELD STRENGTH ABRASION RESISTANT STEEL. HOPPER FLOOR TO BE REINFORCED WITH A COMBINATION OF ¼": A38HR – 36,000 PSI YIELD STRENGTH STEEL, AND 2"X3"X.25 H.S.S. AND 4"X 3" X.25 H.S.S. BODY SILL UNDER THE HOPPER AREA TO BE ¼" – 46,000 PSI YIELD STRENGTH STEEL WITH A 10" CROSS SECTION.	✓		
12.6	BODY HOPPER OPENING TO BE 65" WIDE AND 88" LONG WITH A DEPTH FROM TOP OF HOPPER SHIELD TO FLOOR OF 102". THE HOPPER CAN BE CLOSED WITH A SLIDING TOP DOOR.	✓		

12.7	THE FRONT BULKHEAD SHALL BE CONSTRUCTED FROM FORMED PLATES CONSISTING OF THREE HORIZONTAL MEMBERS SPANNING THE WIDTH OF THE BODY AND OUTER VERTICAL PLATE, WHICH LIES PERPENDICULAR TO THE HORIZONTAL SPANNING MEMBERS, CREATING AN INTEGRAL STRUCTURE.	✓		
12.8	THE OUTER PLATE, IN ADDITION TO STRUCTURALLY REINFORCING THE ENTIRE ASSEMBLY ALSO SEALS THE BULKHEAD SO THAT EFFECTIVE LIQUID RETENTION HEIGHT OF 22 ½" INCHES ABOVE THE BODY FLOOR IS ACHIEVED.	✓		
<b>13 - BODY CONTINUED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
13.1	BODY ROOF SHALL BE OF A ROUNDED DESIGN AND CONSTRUCTED OF 10 GAUGE MATERIAL: A572 GRADE 50 – 70,000 PSI TENSILE STRENGTH 50,000 PSI MINIMUM YIELD POINT STRENGTH STEEL. ROOF SHALL BE REINFORCED LONGITUDINALLY AT THE POINT WHERE THE ROOF MEETS THE SIDE WITH 10 GAUGE – A36HR PSI YIELD STRENGTH FORMED CHANNEL.	✓		
13.2	BODY SIDES ARE ROUNDED IN DESIGN FROM TOP TO BOTTOM AND CONSTRUCTED OF 10 GAUGE: A 572 – GRADE 50 – 50,000 PSI YIELD STRENGTH STEEL – 70,000 PSI TENSILE STRENGTH. THE BODY SHALL BE REINFORCED AT THE UPPER MOST POINT WHERE IT JOINS THE ROOF WITH A FORMED CHANNEL CONSTRUCTED OF 10 GAUGE – 36,000 PSI YIELD STRENGTH STEEL. WITH NO REAR BODY EXTERIOR STIFFENERS, THE RESULT SHALL BE A SMOOTH, AESTHETICALLY-PLEASING EXTERIOR THAT CAN BE UTILIZED FOR SIGNS OR CUSTOM ADVERTISING, ALSO MAKING DAILY WASHING EASIER WITH LESS SURFACE AREA TO WASH. BODY SIDE LADDER MOUNTED ON CURBSIDE TO REACH TOP OF ROOF.	✓		
13.3	BODY FLOOR SHALL BE PART OF THE UNIBODY CONCEPT AND SHALL BE OF ROUNDED DESIGN. IN COMBINATION WITH THE REAR BODY SEAL AND THE UNIQUE FRONT BULKHEAD DESIGN, THE BODY WILL HAVE THE CAPACITY TO HOLD APPROXIMATELY 1,200 GALLONS OF LIQUID WASTE.	✓		
13.4	MID-BODY REINFORCING SHALL BE ACHIEVED BY A FORMED CHANNEL, CONSTRUCTED OF 10 GAUGE – A570 GRADE 50 – 50,000 PSI YIELD STRENGTH STEEL WITH DIMENSIONS OF 41/2" X 7".	✓		
13.5	REAR BODY REINFORCING AT THE DOOR FRAME AREA SHALL BE ACHIEVED BY A FORMED CHANNEL CONSTRUCTED OF 10 GAUGE – 50,000 PSI YIELD STRENGTH STEEL WITH DIMENSIONS OF 4 ½" X 7".	✓		
<b>14 – LIFTING MECHANISIM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
14.1	THE LIFTING MECHANISM SHALL BE CAPABLE OF HANDLING A 1 ½, 2, 3 & 4 CUBIC YARD PAK-MOR LIFT STATIONARY STEEL REFUSE CONTAINERS AND MUST BE COMPATIBLE AND MOUNTED FOR CURBSIDE PICKUP; ON A RIGHT HAND DRIVE UNIT.	✓		
14.2	THE LIFTING MECHANISM CONSIST OF A HORIZONTAL BAR WITH A PAK-MOR CONTAINER HOOK-UP POINTS ON EITHER END, ACHIEVING HORIZONTAL PLANE MOTION VIA THE EXTENSION AND RETRACTION OF ONE DOUBLE ACTING CYLINDER WHICH SLIDES THE ROLLER SUPPORTED MECHANISM FRAME WORK BACK AND FORTH THROUGH A HORIZONTAL	✓		

	TRACK MOUNTED ABOVE THE CHASSIS FRAMEWORK, BELOW THE BODY FLOOR.	✓		
14.3	VERTICAL MOTION OF THE LIFTING MECHANISM SHALL BE ACHIEVED THROUGH THE EXTENSION AND RETRACTION OF TWO DOUBLE ACTING HYDRAULIC CYLINDERS WHICH RAISE AND LOWER THE ROLLER SUPPORTED FRAME WORK THROUGH A VERTICAL TRACK. THE MECHANISM SHALL BE SIMULTANEOUSLY CONNECTED TO A SYSTEM OF LINK BARS ATTACHED TO A PIVOT SHAFT, WHICH ROTATE THE CONTAINER FOR DUMPING PURPOSES AT ITS EXTREME VERTICAL LEVEL.	✓		
14.4	THE MECHANISM WILL BE CAPABLE OF SERVING CONTAINERS FROM THE GROUND LEVEL TO DOCK HEIGHT APPROXIMATELY 48 INCHES FROM GROUND (LEVEL). THE LIFTING MECHANISM WILL ALSO HAVE A 48" INCH REACH FROM TRUCK BODY TO CONTAINER.	✓		
<b>15 – LOAD DISCHARGE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
15.1	LOAD DISCHARGE IS TO BE OF "FULL EJECT" TYPE AND SHALL BE INTERLOCKED WITH THE REAR DOOR SO THAT IT HAS TO BE OPEN BEFORE THE PACKER PLATE CAN PASS THE ½ PACK POINT.	✓		
15.2	ON A FULL EJECT, THE OPENING OF THE REAR DOOR ALSO DISABLES THE AUTO CYCLE SO THE LOAD DISCHARGE IS CONTROLLED MANUALLY WITH THE MANUAL OVERRIDE PACKING CONTROLS.	✓		
<b>16 - REAR DOOR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
16.1	THE REAR DOOR IS TO HAVE A CONVEX PROFILE TO DIRECT MATERIAL FLOW COMPACTION AND TO ENSURE THAT THE BODY FILLS COMPLETELY.	✓		
16.2	THE REAR DOOR IS TO HAVE A 3 CUBIC YARD CAPACITY AND IS TO BE CONSTRUCTED OF 10-GAUGE 50,000 PSI YIELD STRENGTH STEEL.	✓		
16.3	THE REAR DOOR SHALL BE ATTACHED TO THE BODY WITH 2 HEAVY DUTY STEEL HINGES WITH 1 ¼ " DIAMETER – 150,000 PSI YIELD STRENGTH STEEL, ROTATING IN A HARDENED BEARING RACE.	✓		
16.4	THE REAR DOOR IS TO INCORPORATE A WATER TIGHT SEAL TO PREVENT LEAKAGE. THIS SHALL BE A REPLACEABLE COMPRESSION TYPE SEAL ATTACHED TO THE BODY, EXTENDING ALONG THE FULL WIDTH OF THE BODY/DOOR INTERFACE AND 39" UP THE SIDES.	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
16.5	THE REAR DOOR SHALL BE AUTOMATICALLY LATCHED AND UNLATCHED IN SEQUENCE WITH THE REAR DOOR HYDRAULIC LIFT CYLINDERS. THE LATCH HOOK SHALL BE CONSTRUCTED OF 1" THICK -100,000 PSI YIELD STRENGTH STEEL, WHICH MUST BE INSTALLED AND REMOVED MANUALLY AND ARE INCORPORATED TO PREVENT ACCIDENTAL OPENING OF THE DOOR.	✓		

16.6	A FEDERAL MOTOR CARRIER APPROVED UNDER-RIDE GUARD SHALL BE FURNISHED. THE UNDER-RIDE GUARD SHALL BE WELDED TO THE BOTTOM OF THE REAR DOOR AND SWINGS OUT OF THE WAY WITH THE DOOR WHEN REFUSE IS EJECTED.	✓		
<b>17 – PACKER EJECTION BLADE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
17.1	A HYDRAULICALLY-ACTIVATED PLATE SHALL BE FURNISHED TO CLEAR THE HOPPER OF REFUSE, COMPACT THE BODY AND EJECT THE LOAD. THESE HYDRAULIC FUNCTIONS ARE OPERATOR-CONTROLLED FROM WITHIN THE CAB.	✓		
17.2	THE PACKER/EJECTION BLADE LOWER SECTION SHALL BE CONSTRUCTED OF ¼ " THICK – 50,000 PSI STRENGTH STEEL AND THE UPPER SECTION SHALL BE REINFORCED WITH VERTICAL AND HORIZONTAL BOXED SECTIONS.	✓		
17.3	THE PACKER/EJECTION BLADE SHALL BE SUPPORTED ON TWO 3" X 46" X 50" THICK WEARFORM -500 100,000 PSI YIELD STRENGTH WEAR PLATES. THE SHOES RIDE ON A 3" WIDE X .50 WEARFORM-500 WEAR PLATES ON BOTTOM INSIDE STEEL GUIDE CHANNELS WHICH ARE WELDED DIRECTLY TO THE BODY SIDE FOR EXTRA STRENGTH. THE SHOES ARE REPLACEABLE BY REMOVING THE PACKER/EJECTION BLADE.	✓		
<b>18 – FULL EJECT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
18.1	THE PACKING/EJECTION BLADE SHALL BE OPERATED BY TWO (2) HORIZONTALLY MOUNTED, CRISSCROSSED HYDRAULIC CYLINDERS. THESE CYLINDERS ARE THREE STAGE, 5 ½ X 4 ½ X 3 ½ BORE, DOUBLE ACTING AND HAVE CHROME PLATED SHAFTS. THEY ARE MOUNTED ABOVE THE FLOOR TO PREVENT DAMAGE AND ARE ATTACHED BY 2" DIAMETER PIVOT PINS. FULL EJECT OPERATION TAKES ABOUT 35 SECONDS, INCLUDING THE TIME TO RETURN THE BLADE TO THE "HOME" POSITION.	✓		
<b>19 – HYDRAULIC SYSTEM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
19.1	THE HYDRAULIC SYSTEM MAXIMUM OPERATING PRESSURE SHALL BE 2,500 PSI.			
19.2	A HEAVY-DUTY COMMERCIAL INTERTECH MODEL P365 SINGLE STAGE, ENGINE DRIVEN HYDRAULIC GEAR PUMP WITH A HI-GFM/LOW-RPM DISPLACEMENT DESIGN. THIS WILL ALSO HAVE A PRIORITY FLOW CONTROL DEVICE AND A DRY VALVE TO CONTROL THE PUMP. THE PUMP WILL DELIVER 66 GPM @ 1,800 RPM AND SHALL BE PROTECTED BY AN ELECTRIC OVERSPEED SWITCH CONNECTED TO THE ALTERNATOR. PUMP	✓		

	START-UP AND SHUT-DOWN SHALL BE ACHIEVED BY MEANS OF A PUSH/PULL SWITCH CONNECTED TO AN AIR-SOLENOID VALVE.	✓		
19.3	THE HYDRAULIC SYSTEM UTILIZES HOSES AND TUBING, WHICH HAVE A BURST PRESSURE RATING OF 3 ½ TIMES THE MAXIMUM WORKING PRESSURE OF 2,500 PSI.	✓		
19.4	THE HYDRAULIC SYSTEM OIL RESERVOIR HAS A CAPACITY OF 70 U.S. GALLONS, LOCATED ON THE OPPOSITE SIDE OF THE LIFTING MECHANISM AND MOUNTED TO THE CHASSIS FRAME.	✓		
19.5	THE TANK COMES COMPLETE WITH AN OIL LEVEL/TEMPERATURE GAUGE, VISIBLE FROM THE GROUND, A FILTER TYPE BREATHER CAP AND A SHUT-OFF VALVE. HYDRAULIC FILTRATION INCLUDES A 100 MESH SUCTION SCREEN LOCATED ON THE SUCTION SIDE OF THE HYDRAULIC TANK, A 10 MICRON PRESSURE FILTER (WITH INDICATOR) LOCATED BETWEEN PUMP AND VALVE ASSEMBLY AND A 10 MICRON RETURN FILTER (WITH INDICATOR LOCATED ON THE HYDRAULIC TANK). RED PUSH BUTTON, IN CAB, SHUTS DOWN THE COMPLETE SYSTEM.	✓		
<b>20 – CONTROLS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
20.1	CONTROLS FOR ALL FUNCTIONS ARE LOCATED IN THE CAB WITHIN EASY ACCESS TO THE OPERATOR. START-UP/SHUT-DOWN CONTROL UTILIZES A PUSH/PULL SWITCH WITH A LARGE 2 3/8" DIAMETER KNOB. LIFT, REACH AND GRABBER FUNCTIONS UTILIZE DUAL COMPENSATING AIR VALVES IN TANDEM OR TRIPLE CONFIGURATIONS. TOP-DOOR OPTIONS, WHEN USED, UTILIZES A MOMENTARY CONTACT SWITCH IN CONJUNCTION WITH A LIMIT SWITCH, A PRESSURE SWITCH AND AN ADJUSTABLE TIMER (.01 SECONDS – 10 SECONDS) TO COMPACT AND "CRUNCH" REFUSE, AND THEN COMPACTION PACKER AUTOMATICALLY RETURNS. EJECT/RETRACT FUNCTIONS ARE CONTROLLED BY An ELECTRICAL SELECTOR SWITCH AND A SET OF AIR VALVES.	✓		
<b>21 – WARNING ALARM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
21.1	A WARNING ALARM SHALL BE PROVIDED THAT EMITS AN AUDIBLE, INTERMITTENT SIGNAL WHEN THE CHASSIS TRANSMISSION IS IN THE REVERSE POSITION OR WHEN THE REAR DOOR OF THE BODY IS NOT IN THE FULLY LOWERED POSITION.	✓		
<b>22 – REARVIEW CAMERA:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
22.1	COLOR REAR MOUNTED CAMERA AND CAB MOUNTED MONITOR, INTEC 6.8" NON-GLARE LCD W/250+ LINES RESOLUTION MONITOR, INDUSTRIAL COLOR CAMERA W/MIL SPEC. CONNECTORS OR EQUIVALENT.	✓		
<b>23 - INDICATOR LAMPS :</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

23.1	1. RETRACT - YELLOW 2. COMPACT - GREEN 3. OVERSPEED - BLUE 4. TAILGATE AJAR - RED 5. STROBE/WORK LAMPS ON - AMBER	✓		
<b>24 - BODY LIGHTS, WORKING LIGHTS AND WIRING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
24.1	THE BODY WILL HAVE (3) HOPPER/ WORK LIGHTS. ONE MOUNTED FACING FRONT OF EJECTOR BLADE AND (2) TWO MOUNTED ON EACH SIDE OF THE LIFT CARRIAGE / MAST.	✓		
24.2	ALL LIGHTING SHALL BE IN ACCORDANCE WITH FMVSS. THE LIGHT BAR ON THE LOWER SECTION OF THE DOOR INCLUDES TWO (2) STOP/TURN INDICATORS ON EACH SIDE AND ONE (1) BACKUP LAMP ON EACH SIDE.	✓		
24.3	A MID-BODY SIGNAL COMBINATION MARKER LAMP SHALL BE LOCATED ON EACH SIDE OF THE UNIT, MID-LOWER BODY.	✓		
24.4	BODY MARKER LAMPS ARE LOCATED, ONE (1) IN FRONT AND ON THE TOP CORNER OF EACH SIDE (AMBER). REAR BODY MARKERS ARE LOCATED IN THE REAR DOOR FRAME, ONE (1) ON THE TOP AND ONE (1) ON THE BOTTOM. THERE SHALL ALSO BE A GROUPING ON THE OUTSIDE OF THE REAR DOOR, ONE (1) ON EACH SIDE AND THREE (3) IN THE CENTER.	✓		
24.5	AN ELECTRICAL BACK-UP ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE VEHICLE IS IN REVERSE. AN ELECTRICAL ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE REAR GATE IS AJAR. CIRCUIT BREAKERS, ABLE TO BE RESET, ARE UTILIZED FOR CIRCUIT PROTECTION ON PACKER SYSTEMS. ALL WIRING SHALL BE ENCLOSED IN THE BODY MEMBER OR SEALED PLASTIC LOON. ALL WIRING SHALL BE COLOR CODED.	✓		
<b>25 — SAFETY LIGHTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

25.1	<ul style="list-style-type: none"> <li>❖ AMBER LED'S OR EQUAL MOUNTED ON CHASSIS FRONT GRILLE, SIDE AND REAR OF VEHICLE. ALL LENSES SHALL BE CLEAR.</li> <li>❖ FRONT GRILLE - TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON FRONT GRILLE, OR EQUAL. ALL LENSES SHALL BE CLEAR.</li> <li>❖ REAR – TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON REAR OF REFUSE BODY, OR EQUAL. ALL LENSES SHALL BE CLEAR.</li> <li>❖ SIDE BODY – TWO WHELEN 600 SERIES AMBER LED'S, OR EQUAL, MOUNTED BEHIND THE CAB ON THE REFUSE BODY APPROXIMATELY MID-SHIP.</li> <li>❖ ALL LENSES SHALL BE CLEAR. ALL LED'S SHALL BE WIRED AND ACTUATED WHEN THE VEHICLE IS IN DRIVE POSITION. A SWITCH CONTROL SHALL BE MOUNTED IN THE CHASSIS CAB.</li> </ul>	✓ ✓ ✓ ✓ ✓		
<b>26 — CONTAINER WASH OUT SYSTEM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
26.1	AN 80 GALLON CAPACITY TANK WITH A HAND HELD SPRAYER SHALL BE PROVIDED IN ORDER TO ALLOW THE OPERATOR/DRIVER TO CLEAN CONTAINERS.	✓		
26.2	AN 80 GALLON CAPACITY TANK WITH A CAB-CONTROLLED SPRAYER MEANS SHALL BE PROVIDED IN ORDER TO ALLOW THE OPERATOR/DRIVER TO CLEAN CONTAINERS WHEN THE CONTAINERS IS IN THE DUMP POSITION ON THE CONTAINER HANDLING DEVICE.	✓		
<b>27 - PAINTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

27.1	FIRST STEP – SMOOTHING - ALL WELD SLAG, SPLATTER OR ROUGHNESS SHALL BE REMOVED WITH THE APPROPRIATE HAND TOOLS. NO SAND, SHOT OR GLASS AIR BLASTING SHALL BE PERMITTED TO ELIMINATE CONTAMINATION AND POSSIBLE DAMAGE TO BEARINGS OR PIN SURFACES AND POSSIBLE DISTORTION OF HIGHER GAUGE SHEET MATERIALS USED ON THE BODY.			✓
27.2	SECOND STEP – PURGATION - A HEATED PRESSURE WASH SHALL DRENCH THE ENTIRE BODY WITH A SILICATED ALKALINE PHOSPHATE BASED PRECLEANER TO CLEAN ALL METAL SURFACES. THIS SOLUTION SHALL SOAK THROUGH AND BREAK DOWN THE OIL FILM AND OTHER CONTAMINANTS FOUND ON STEEL. THE SOLUTION SHALL BE NON-CORROSIVE TO METALS AND SHALL BE ENVIRONMENTALLY FRIENDLY.			✓
27.3	THIRD STEP – PRE-TREATMENT – AN ORGANICALLY ACCELERATED PHOSPHORIC ACID BASED PRETREATMENT WILL BE APPLIED TO ALL METAL SURFACES. THIS STEP PROVIDES A CHEMICAL CONVERSION COATING WHICH CHANGES THE CHEMICAL AND PHYSICAL NATURE OF THE SURFACE BY PROVIDING A SURFACE THAT THE NEXT APPLICATION (PRIME) WILL ADHERE TO.			✓
27.4	FOURTH STEP – SEALING - THE ENTIRE BODY SHALL BE COATED WITH AN APPLICATION OF THE PATENTED DRY-IN-PLACE SEAL FROM HENKEL SURFACE TECHNOLOGIES. THIS PROCESS SHALL DRAMATICALLY IMPROVE THE SURFACE FINISH'S RESISTANCE TO RUSTING THAT OCCURS FROM GENERAL WEAR AND TEAR, AND SHALL PROVIDE IMPROVEMENTS TO PAINT ADHESION AND OTHER RELATED CORROSION THAT OCCURS OVER THE LIFE OF THE PRODUCTS. THIS SHALL HELP RETAIN THE "AS NEW" APPEARANCE OF THE FACTORY PAINT SURFACE.			✓
27.5	FIFTH STEP - PRIMER COAT PAINT - THE SEAL COAT SHALL BE PAINTED USING DUPONT CORLAR - A HIGH PERFORMANCE, LOW VOC/HAPS EPOXY POLYAMIDE PRIMER-SEALER. CORLAR IS A TWO-COMPONENT GRAY PRIMER-SEALER THAT IS LEAD AND CHROMATE FREE. THIS SHALL BE APPLIED IN AN AMOUNT NECESSARY TO ACHIEVE A DRY FILM THICKNESS OF 1.2 MIL.			✓
27.6	SIXTH STEP - FINISH TOP COAT PAINT - A HIGH LUSTER FINISH COAT SHALL BE APPLIED USING DUPONT IMRON 5000 – A HIGH-PERFORMANCE, LOW VOC (<3.5 LBS/GAL RTS) TWO-COMPONENT POLYURETHANE ENAMEL. AN AMPLE AMOUNT SHALL BE APPLIED TO ACHIEVE A DRY FILM THICKNESS OF 2 MIL AND SHALL RESULT IN A FINISH OF 3.2 MIL MINIMUM FILM THICKNESS.			✓
27.7	BODY UNDERCOATING SHALL BE PROVIDED AND COVER ALL SURFACES UNDER THE BODY.			✓
<b>28 - ADDITIONAL UPGRADE OPTIONS: (ALL PRICING FOR THESE MUST BE INCLUDED IN THE UNIT PRICE):</b>		<b>YES</b>	<b>NO</b>	<b>PRICE</b>

28.1	DUAL CONTAINER AND LIFT WORK LIGHT KIT	✓		
28.2	LIFT CYCLE COUNTER			✓
28.3	DUAL HOPPER WORK LIGHTS	✓		
28.4	DUAL FLOOD LIGHTS ON TRUCK	✓		
28.5	REMOTE LIFT CONTROLS – AIR TOGGLES		.	✓
28.6	20 LB FIRE EXTINGUISHER	✓		
28.7	REMOTE LUBRICATION SYSTEM – PACKER			✓
28.9	SEVER DUTY WEAR BARS KIT			✓
28.10	CAUTION TRAFFIC DECAL SIGN ON BACK REAR OF THE UNIT FACTORY INSTALLED	✓		
28.11	INSTALLATION OF CITY OF EDINBURG LOGO, DEPARTMENT DECAL AND SAFETY DECALS	✓		
28.12	INSTALL CITY PROVIDED TWO-WAY RADIO IN ACCORDANCE WITH DEPT STANDARDS TO ENSURE WARRANTY		✓	
28.13	TWO (2) YEAR ON REFUSE BODY, HYDRAULIC PUMP AND SYSTEM. ALL HYDRAULIC CYLINDERS TO HAVE A FIVE (5) YEAR WARRANTY.		.	✓
28.14	OEM – REAR SPARE TIRE WITH RIM	✓		
28.15	MUD FLAPS ARE INSTALLED ON THE FRONT AND REAR OF THE TANDEM AXLES.	✓		
28.16	TEN POINT LUBE SYSTEM	✓		
28.17	DUAL CONTAINER AND LIFT WORK LIGHT KIT	✓		
28.18	MUD FLAPS ARE INSTALLED ON THE FRONT AND REAR OF THE TANDEM AXLES.	✓		
28.19	CLEAN OUT SHOVEL KIT	✓		
28.20	HOPPER FLOOR LINER (3/16" – 150,000 PSI)			✓
<b>29 – RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
<b>30 – RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

<b>31 – RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>PRICING</b>
<b>32 – RESERVED:</b>				
<b>33 - RESERVED:</b>		<b>YES</b>	<b>NO</b>	
<b>34 – RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
<b>35 -RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
<b>36 - DELIVERY, SETUP AND TRAINING:</b>				
36.1	THE TRUCK SHALL BE DELIVERED TO THE CITY OF EDINBURG LANDFILL LOCATED AT 8601 NORTH JASMAN RD, EDINBURG TEXAS 78540 AND SET UP TO WORK AT THE SELLING DEALER’S EXPENSE. TRAINING ON PROPER OPERATION AND MAINTENANCE OF THE COMPACTOR SHALL BE CONDUCTED OVER A TWO (2) DAY PERIOD AND SHALL NOT BE LESS THAN TWELVE (12) HOURS.			
<b>37 - MANUALS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
37.1	TWO SETS EACH OF PARTS MANUALS, OPERATOR’S MANUALS, AND SERVICE MANUALS.	✓		
<b>38 – MACHINE OR EQUIPMENT AVAILABILITY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
38.1	WITHIN 30 DAYS OF ISSUANCE			
38.2	WITHIN 60 DAYS OF ISSUANCE			
38.3	WITHIN 90 DAYS OF ISSUANCE			
38.4	OVER 90 DAYS OF ISSUANCE	✓		
EXPLAIN IF OVER 90 DAYS:				
<i>Trucks are made to order, as well as the body</i>				

38 – STANDARD WARRANTY:		YES	NO	OFFER
38.1	SHALL HAVE NO LESS THAN 1 YEAR OR 100,000 MILE FULL MANUFACTURER'S BASE WARRANTY ON THE CAB AND CHASSIS; ENGINE SHALL HAVE 2 YEARS 250,000 MILE STANDARD ENGINE WARRANTY; TRANSMISSION SHALL HAVE 3 YEAR UNLIMITED MILE WARRANTY; ALL WARRANTIES SHALL INCLUDE PARTS, LABOR, HAULING, TRAVEL, AND MILEAGE REQUIRED AND THE DETAILS OF THIS WARRANTY MUST ACCOMPANY THE BID.	✓		

**39 -LISTING OF ALL WASTE FACILITES UTILIZING YOUR EQUIPMENT:**

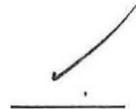
Please list all contacts and phone numbers (TEXAS Facilities ONLY)

Company/Agency	Machine Year and Model	Contact Person	Phone Number	Distance from COE (Miles)	Time Machine in Service and Possession
City of Willsallen	2017 320	Marfo Velen	631-4000	5 miles	9-1-16

**40 - AFTER THE SALE SUPPORT - OPERATOR TRAINING:**

Is professional operator training available from your company.

Yes



No

Number of Dealer Full-Time Operator Trainers	Professional Training Class Offered for this Product	Price per Student	Hours per Class	Maximum # of Students per Class
4 Fulltime Trainers	Heil	\$ 0.00	As required to master skill	

**41 - AFTER THE SALE TECHNICAL SUPPORT - MECHANIC TRAINING:**

Is professional technical training available from your company.

Yes



No

Number of Dealer Full-Time Technical Trainers	Professional Training Classes Offered for this Product	Price per Class	Hours per Class	Maximum # of Students per Class
3 Fulltime trainer	Heil Service	\$ 0.00	As required to master skill	

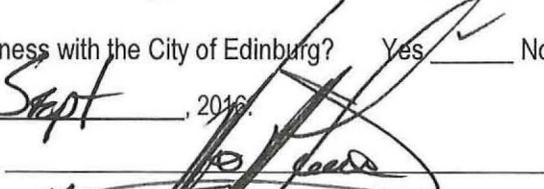
42 - BID FORM:			
Company Name: <i>Rush Truck Centers of Texas L.P. dba Rush Truck Center, Pharr</i>			
Printed Name of Person Submitting Bid: <i>Mario Trevino</i>			
Street Address: <i>4700 W. Cage St.</i>			
County, State: <i>Pharr, TX</i>			
Zip: <i>78577</i>			
Phone Number: <i>956 782 4544</i>			
Fax Number: <i>(956) - 782 - 8822</i>			
E-mail Address: <i>Trevinom@rushenterprises.com</i>			
42.1	ITEM - (2) RIGHT HAND DRIVE COMMERCIAL SIDE LOAD RETRIEVERS AS LISTED ABOVE.	UNIT PRICE	\$ <i>508411.48<sup>EW</sup></i>
43.0	HEAVY DUTY BODY OPTION	\$ <i>254,205.74</i> COST	<i>504,411.48</i>
44.0	AVAILABLE EXTENDED WARRANTY(S) CAB AND CHASIS		
44.1	<i>3</i> YR <i>300,000</i> MILES <i>Bus &amp; Vehicle</i> TYPE <i>2915<sup>00</sup></i> COST		<i>5830.00</i>
44.2	<i>5</i> YR <i>200,000</i> MILES <i>Engine</i> TYPE <i>3600</i> COST		<i>7200.00</i>
44.3	<i>5</i> YR <i>200,000</i> MILES <i>After Treatment</i> TYPE <i>900<sup>00</sup></i> COST		<i>1800.00</i>
45.0	AVAILABLE EXTENDED WARRANTY(S)		
45.1	___ YR ___ MILES ___ TYPE ___ COST		
45.2	___ YR ___ MILES ___ TYPE ___ COST		
45.3	___ YR ___ MILES ___ TYPE ___ COST		
46.1	DELIVERY TIME AFTER AWARD IN DAYS		<i>120 to 180</i>
<b>***** FOR CITY USE ONLY*****</b>			
FINAL EXTENDED PRICE INCLUDING ALL AVAILABLE OPTIONS AND WARRANTIES LISTED ABOVE (LIST ITEM _____, _____, _____)			

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 26 day of Sept, 2016.

SIGNATURE: 

TYPE/PRINT NAME: Mario Trevino

TITLE: Regional General Manager

COMPANY: Rush Truck Centers of Texas L.P. d/b/a Rush Truck Center, Pharr

ADDRESS: 4700 N. Cage St.  
Pharr, TX 78577

TELEPHONE NO.: 956-782-4511

FAX NO.: 956-782-8822

EMAIL: TrevinoM@rushcenterprises.com

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

**OFFICE USE ONLY**

Date Received

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

*Rush Truck Centers of Texas L.P. dba Rush Truck Center Plano*

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

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

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

*None that we are aware of*

Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

**4**

Signature of person doing business with the governmental entity

Date

*[Handwritten Signature]*

*9-26-2016*

Adopted 06/29/2007

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Rush Truck Centers of Texas, LP  
New Braunfels, TX United States

Certificate Number:  
2016-114136

Date Filed:  
09/20/2016

**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

Date Acknowledged:

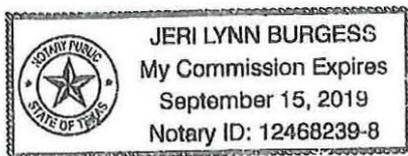
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
2017-07 & 08; 2017-10 & 11  
Purchase of (2)New Comm'l Rt Hand Dr Comm'l Side Load Retrievers; (2) Res. Auto. Rt Hand Dr Side Load Retrievers;(3)New Brush Trk w/30 cuyd Hydraulic Dump Bdy;New Lt Hand Dr Comm'l Frnt Load Retriever

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Anderson, Scott	New Braunfels, TX United States	X	
	Naegelin, Jr, Martin A.	New Braunfels, TX United States	X	
	Rush, W.M. "Rusty"	New Braunfels, TX United States	X	
	Rushtex, Inc.	New Braunfels, TX United States	X	
	Rushco, Inc.	New Braunfels, TX United States	X	
	Lyons, Michael	New Braunfels, TX United States	X	
	Weaver, Derrek	New Braunfels, TX United States	X	
	Keller, Steve	New Braunfels, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

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



AFFIX NOTARY STAMP / SEAL ABOVE

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Michael S. Lyons, this the 20th day of September, 2016, to certify which, witness my hand and seal of office.

Jeri Lynn Burgess  
Signature of officer administering oath

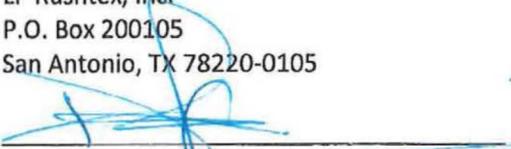
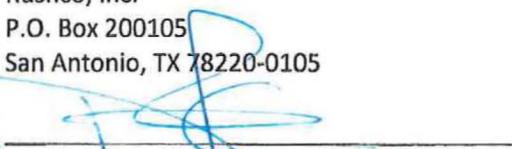
Jeri Lynn Burgess  
Printed name of officer administering oath

Legal Contract Mgr  
Title of officer administering oath

City of Edinburg, TX  
Partner Authorization Form  
for  
Rush Truck Centers of Texas, LP dba Rush Truck Center, Pharr

Rush Truck Centers of Texas, L.P. is a limited partnership organized in the State of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner.

Rushtex, Inc. and Rushco, Inc. hereby certify that Mario Trevino, Regional General Manager of Rush Truck Centers of Texas, LP dba Rush Truck Center, Pharr, is authorized to sign and submit proposal to the City of Edinburg in response to bids issued by the City.

<b>General Partner</b> of Rush Truck Centers of Texas, LP Rushtex, Inc. P.O. Box 200105 San Antonio, TX 78220-0105	<b>Limited Partner</b> of Rush Truck Centers of Texas, LP Rushco, Inc. P.O. Box 200105 San Antonio, TX 78220-0105
 Signature	 Signature
Detrek R. Weaver Name	Detrek R. Weaver Name
Asst. Secretary Title	Asst Secretary Title

### Rush Limited Warranty

LIMITED WARRANTY ON SERVICES. Rush warrants that all repair and maintenance services performed by Rush for a customer ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**FEDERAL EXCISE TAX  
Exemption Certificate  
for Use by States & Local Governments  
Treas. Reg. 48.4221-5**

I hereby certify that I am \_\_\_\_\_ (title of officer) of the \_\_\_\_\_ (state or local government) (“Purchaser”), that I am authorized to execute this certificate on behalf of Purchaser, and that:

(check applicable type of certificate)

A. \_\_\_\_\_ the article/articles specified in the accompanying order or below:

Article/Articles (by VIN):

\_\_\_\_\_  
\_\_\_\_\_

(if more room is needed, attach list of additional articles to this certificate)

**OR**

B.  all orders placed by Purchaser for the period commencing January 1, 2016 (date) and ending December 31, 2018 (date) (period not to exceed 12 calendar quarters)

are, or will be, purchased from Rush Truck Centers of Texas, LP (“Dealer”) for the exclusive use of Purchaser.

Purchaser understands that this statement is made under penalties of perjury.

Purchaser understands that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. Purchaser understands that the fraudulent use of this certificate for the purpose of securing this exemption will subject Purchaser and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

**PURCHASER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Notice Regarding Security Interest and Payment of Purchase Price**

1. BMO Harris Bank N.A. ("Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.
2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

UNITED STATES

THIS ENGINE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. This Engine Warranty Schedule does not apply to the Vehicle or Emission related equipment, which is warranted separately. Warranty coverage relating to the Emissions components is outlined in the Emission Warranty section of the applicable PACCAR Operator's Manual, the terms and conditions of which are incorporated herein by reference. Pursuant to the terms of the attached Limited Warranty Agreement, PACCAR Inc will pay warranty claims for Warrantable Failures within the following maximum limits in time, mileage, or hours, whichever shall occur first. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

**PACCAR PX-9 Engine**

Basic Engine Coverage - (All applications except fire apparatus truck) - Twenty-four (24) months or 250,000 miles or 6,250 hours, whichever occurs first.

Fire Apparatus Truck Applications – 60 Months or 100,000 miles, whichever occurs first. (Owner is responsible for a US\$100 deductible per each service visit in the 3rd, 4th and 5th years of warranty.)

3BPZLJ0X2EF246347

Chassis Number(s) (17-digit VIN)

73609004

Engine Serial Number

Customer Initials 

### Class 8 Standard Service (On-Highway) Warranty Schedule UNITED STATES

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Peterbilt Motors Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, whichever shall occur first. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
<b>Basic Vehicle</b> This coverage applies to the basic highway Vehicle, except for additional coverage and warranty exclusions.	12	100,000
<b>Major Components</b> Eaton, Meritor & Dana Spicer front axle (beam, spindles, kingpin & kingpin bushings, steering arm, tie rod & tie rod arms). Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions Eaton Auto Shift transmission Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes). Structural components of the cab, hood, hood half fenders and sleeper. Sheppard and TRW steering gears.	36	300,000
<b>Eaton Hydraulic Launch Assist (HLA) Model 320</b> Accumulator, Pump Motor Assy, Transfer Case, ECU, Reservoir Bladder component is excluded as it is a maintenance item	12	Unlimited
<b>Frame, Gussets, Crossmembers and Cab Corrosion</b> Frame rails, gussets, and crossmembers. Cab, hood and sleeper perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab, hood and sleeper panel or to finish paint.	60	500,000
<b>Other Coverage</b>		
<b>SmartLINQ+ Components</b> Modem, antenna, and related remote diagnostic equipment. Coverage subject to maximum limits in time or mileage identified in this warranty agreement or, where applicable, for such greater time and mileage limited identified in any Extended Basic Vehicle, Extended MX Comprehensive, or MX Aftertreatment warranties covering the vehicle.	24	Unlimited
<b>PACCAR Batteries</b>	12	100,000
<b>Gaskets and Wheel Seals</b>	12	50,000
<b>Cab, Hood &amp; Sleeper Paint</b>	12	100,000
<b>Frame Paint – Black only</b>	12	100,000
<b>Frame Paint – All colors other than black</b>	6	50,000
<b>Frame Paint – Logger, Mixer, Dump, Refuse, Oil Field &amp; Construction applications</b>	3	25,000

3BPZLJ0X2EF246347

Chassis Number(s) (17-digit VIN)

Customer Initials *K*

## EXCEPTION

In reference to the specifications on items 27.1 through 27.7 specifications are specifically for the heil product that the city has requested is built by SEC in Justin Texas and only uses PPG paint which is a one-step process.

Page 25, item 28.2 is not available for the commercial side loader

Page 25, item 28.5 is not available for the commercial side loader

Page 25, item 28.7 is not available for the commercial side loader

Page 25, item 28.9 is not available for the commercial side loader

Page 25, item 28.13 a one year warranty is the only thing available

Page 25, item 28.20 hopper floor liner is available only on heil product line not required for the commercial side loader by design.

Certificate US95/0329

The management system of

# Peterbilt Motors Company

1700 Woodbrook Street,  
Denton, TX, 76205, United States

has been assessed and certified as meeting the requirements of

## ISO 9001:2008

For the following activities

### Design and manufacture of heavy duty trucks.

Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2008 requirements may be obtained by consulting the organization

This certificate is valid from 25 February 2015 until 25 February 2018 and remains valid subject to satisfactory surveillance audits. Recertification audit due a minimum of 60 days before the expiration date. Issue 9 : 20 February 2015. Certified since February 2003

Additional site details are listed on subsequent pages.

Authorized by

John Woodman  
Senior Vice President SSC, North America  
SGS Systems & Services Certification, a Division of SGS North America, Inc.  
201 Route 17 North, Rutherford, NJ 07070, USA  
t (201) 508-3000 f (201) 935-4555 [www.us.sgs.com](http://www.us.sgs.com)

This certificate remains the property of SGS and shall be returned upon request

Page 1 of 2

# SGS



This document is issued by the Company subject to its General Conditions of Certification Services accessible at [www.sgs.com/terms\\_and\\_conditions.htm](http://www.sgs.com/terms_and_conditions.htm). Attention is drawn to the limitations of liability, indemnification and jurisdictional issues established therein. The authenticity of this document may be verified at <http://www.sgs.com/en/Our-Company/Certified-Clients-Directories/Certified-Clients-Directories.aspx>. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

Certificate US95/0329, continued



# Peterbilt Motors Company

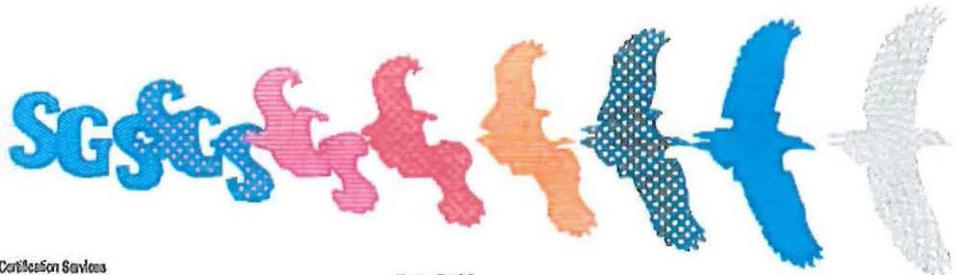
## ISO 9001:2008

Issue 9 : 20 February 2015



Additional facilities

3200 Airport Road, Denton, TX, 76207, United States



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RUSH PETERBILT S046

CITY OF EDINBURG

Pharr, Texas United States 78577  
Phone:  
Fax:  
Email:

, Texas United States  
Phone:  
Fax:  
Contact Email:  
Prepared for:

### Vehicle Summary

	Unit		Chassis	
Model:		Model 320	Fr Axle Load (lbs):	20000
Type:		Full Truck	Rr Axle Load (lbs)	46000
Description:		SIDE LOADER	G.C.W. (lbs):	66000
	<b>Application</b>		Road Conditions:	
Intended Serv.:		Refuse/Landfill	Class A (Highway)	100
Commodity:		Refuse, Scrap	Class B (Hwy/Mtn)	0
	<b>Body</b>		Class C (Off-Hwy)	0
Type:		Automated Side Loader/Push-Out	Class D (Off-Road)	0
Length (ft):		24	Maximum Grade:	6
Height (ft):		13.5	Wheelbase (in):	200
Max Laden Weight (lbs):		1000	Overhang (in):	57
	<b>Trailer</b>		Fr Axle to BOC (in):	0.1
No. of Trailer Axles:		0	Cab to Axle (in):	199.9
Type:			Cab to EOF (in):	256.9
Length (ft):		0	Overall Comb. Length (in):	314
Height (ft):		0.0		
Kingpin Inset (in):		0	<b>Special Req.</b>	
Corner Radius (in):		0	United States Registry	
	<b>Restrictions</b>			
Length (ft):		40		
Width (in):		102		
Height (ft):		13.5		

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**

	Ask your dealer for a quote today, or visit our website @ <a href="http://www.paccarfinancial.com">www.paccarfinancial.com</a> .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	9/26/2016 1:23:54 PM	<b>Incomplete</b>	Model Number:	Model 320
Effective Date:	Jul 1, 2016		Quote/DTPO/CO:	Q20404238
Prepared by:	Administrator		Version Number:	33.10



RUSH PETERBILT S046

CITY OF EDINBURG

Pharr, Texas United States 78577  
Phone:  
Fax:  
Email:

, Texas United States  
Phone:  
Fax:  
Contact Email:  
Prepared for:

**Description**

**Base Model**

Model 320  
Refuse, Scrap  
Refuse/Landfill  
Automated Side Loader/Push-Out  
United States Registry

**Configuration**

Other  
N02000 PAC - MOR

**Frame & Equipment**

10-3/4in Steel Rails To 305in  
Full Steel Inner Liner  
FEPTO Provision 9in Bumper Extension  
EOF Square with Steel Xmbr  
Omit Rear Mudflaps and Hangers  
(2) Solid Mount Cable Hooks

**Front Axle & Equipment**

Dana Spicer D2000F 20,000 lb, 3.5in Drop  
Taper Leaf Springs, Shocks 20,000 lb  
Power Steering Sheppard SD110 Dual  
PHP10 Iron PreSet PLUS Hubs  
Dana Spicer5in Drop IPO 3.5in, Front Axle  
Bendix Air Cam Front Drum Brakes 16.5x6

**Rear Axle & Equipment**

Dana Spicer D46-170 46,000 lb  
PHP10 Iron PreSet PLUS Hubs  
Long Stroke Parking Brakes, Drive Axle(s)  
Diff Lock Both Axles

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 9/26/2016 1:23:54 PM  
Effective Date: Jul 1, 2016  
Prepared by: Administrator

**Incomplete**

Model Number: Model 320  
Quote/DTPO/CO: Q20404238  
Version Number: 33.10



**Description**

**Refuse Service Brakes, Steer And Drive Axles**  
**Rear Brake Camshaft Reinforcement**  
**Heavy Wall, Drive Axle(s)**  
**SBM Valve**  
**Anti-Lock Braking System (ABS) 4S4M**  
**Synthetic Axle Lubricant All Axles**  
**Bendix Air Cam Rear Drum Brakes 16.5x8.6**  
**Ratio 5.25 Rear Axle**  
**Hendrickson Haulmax HMX460 46,000 lb, 54in Axle**  
**Shock Absorbers For HMX Suspension**

**Engine & Equipment**

**PACCAR PX-9 345@1900 GOV@2100 1150@1400**  
N21320 N205 120..Standard Maximum Speed Limit [LSL]  
N21330 N207 0....Expiration Distance  
N21340 P005 120..Hard Maximum Speed Limit  
N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed  
N21360 P110 0....Accelerator Lower Droop  
N21370 P059 64...Maximum Cruise Speed  
N21380 P111 0....Cruise Control Lower Droop  
N21400 N203 252..Reserve Speed Function Reset Distance  
N21410 N202 0....Maximum Cycle Distance  
N21420 N206 10...Maximum Active Distance  
N21430 N201 0....Reserve Speed Limit Offset  
N21440 P015 YES..Engine Protection Shutdown  
N21450 P026 NO...Gear Down Protection  
N21460 P046 1400.Max PTO Speed  
N21470 P062 NO...Cruise Control Auto Resume  
N21480 P068 NO...Auto Engine Brake in Cruise  
N21500 N209 0....Expiration Distance  
N21510 P520 YES..Enable Idle Shutdown Park Brake Set  
N21520 P030 5....Timer Setting  
N21530 P233 YES..Enable Impending Shutdown Warning  
N21540 P234 60...Timer For Impending Shutdown Warning  
N21550 P516 35...Engine Load Threshold  
N21570 P031 NO...Idle Shutdown Manual Override  
N21590 P230 YES..Enable Hot Ambient Automatic Override  
N21610 P172 40...Low Ambient Temperature Threshold  
N21620 P173 60...Intermediate Ambient Temperature Threshold  
N21630 P171 80...High Ambient Temperature Threshold

**Engine Idle Shutdown Timer Disabled**

**Enable EIST Ambient Temp Override**

**Eff EIST NA Expiration Miles**

**Effective VSL Setting NA**

**Remote PTO And Throttle Provision**

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	9/26/2016 1:23:54 PM	<b>Incomplete</b>	Model Number:	Model 320
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Prepared by:	Administrator		Version Number:	33.10



**Description**

- CARB Engine Idling Compliance**
- 200 Amp Alternator, Standard Brush**
- PACCAR 12V Starter**
- 3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA**
- Kissling Battery Disconnect Switch**
- 2-Speed Fan Clutch For Frequent Start/Stops**
- 18.7 CFM Air Compressor**
- Compression Brake, MX**
- PACCAR Fuel Filter/Water Separator, Unheated**
- Engine Protection Shutdown**
- High Efficiency Cooling System**
- Stainless Steel Grille**
- Heavy Duty Air Cleaner**
- Exhaust Vertical LH**
- Curved Tip Standpipe(s)**
- 24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)**

**Transmission & Equipment**

- Allison 4500 RDS-P Transmission, Gen 5**
- 1810 HD Driveline, 1 Midship Bearing**
- Allison FuelSense Basic**
- Console Mounted Push Button Shifter**
- Allison RDS Auto Neutral AK**
- Allison 6-Speed Configuration, Wide Ratio Gears**
- Allison Output Function S Neutral Indicator**

**Air & Trailer Equipment**

- Bendix AD-IS EP Air Dryer with Heater**
- Nylon Chassis Hose**
- Steel Painted Air Tanks**
- Clear Outside Frame of All Air System Components**
- Clear Outside Frame of All Air System Components**

**Tires & Wheels**

- FF: BR 20ply 315/80R22.5 M860A**
- RR: BR 16ply 11R22.5 M843**
- Code-rear Tire Qty 08**
- FF: Alcoa 89U647 LVL1 22.5X9.00 Alum Wheel**

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**Description**

**RR: Accur Std Armor 50291PK 22.5X8.25  
Code-rear Rim Qty 08**

**Fuel Tanks**

**23in Aluminum 70 Gallon Fuel Tank LH BOC  
Location LH BOC Rear-Most 70 Gallon  
Fuel Cooler  
DEF Tank Mounted LH BOC  
Standard DEF To Fuel Ratio 2:1 Or Greater  
DEF Tank 520/320**

**Battery Box & Bumper**

**Aluminum Space Saver Battery Box LH Back Of Cab  
Steel Bumper Channel Painted**

**Cab & Equipment**

**53in LCF ProBilt Cab RH Drive  
4.5 Inch Rubber Flares on Cab  
Peterbilt Driver Seat  
Peterbilt Passenger Seat  
Seat Belt Color Orange IPO Standard Black  
Air Ride Driver  
High Back Driver  
Vinyl Driver  
Non-Air Ride Passenger  
Low Back Passenger  
Vinyl Passenger  
Gray Interior Color  
Adjustable Steering Column - Tilt/Telescope  
Steering Wheel with Peterbilt Logo  
Rear Window Back of Cab Dark Tint  
Two Piece Flat Windshield  
Combo Fresh Air Heater/Air Conditioner  
Black LH/RH Tri-plane Mirrors, Heated,  
(1) Air Horn 24.5in Chrome - Round w/Horn Shield  
ConcertClass Without CD, Includes BT Phone and  
Midlevel Speaker Package For Cab  
Cab Tilt Pump Air Assist**

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**Description**

**Peterbilt Electric Windshield Wipers**  
**Triangle Reflector Kit Shipped Loose**  
**Backup Alarm (107dB)**  
**Main Transmission Oil Temperature Gauge**  
**Air Restriction Indicator**  
**Warning Light Battery Disconnect, Switch Engaged**  
**Headlights Dual Rectangular Halogen**  
**(5) Light Guards On Marker Lights**  
**(5) LED Clearance With (2) LED Marker Lights**  
**None Furnished Stop/Tail/Backup Lights**  
**Daytime Running Lights**

**Paint**

**Standard Paint Color Selection**

**(1) Color Axalta Two Stage - Cab/Hood**  
 N85020 A - L0006EB WHITE - Stand  
 N85500 CAB ROOF L0006EB WHITE - Stand  
 N85200 FRAME N0001EA BLACK  
 N85700 BUMPER N0001EA BLACK

**Options Not Subject To Discount**

**Basic Vehicle - U.S. (3/300)**  
**PACCAR 2013 PX-9 Protection Plan 1 (5/200)**  
**PACCAR 2013 PX-9 Aftertreatment Coverage (5/200)**  
**Medium Duty Emissions Surcharge**

**Miscellaneous**

**Presentation Created Using Featured Spec**

Total Weight

18255

**Prices and Specifications Subject to Change Without Notice.**

Unpublished options may require review/approval.  
 Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

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Prepared by:	Administrator		Version Number:	33.10

**Acknowledgment of Security Interest and Agreement Regarding Payment**

This Acknowledgment of Security Interest and Agreement Regarding Payment (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the customer named below ("Customer") and RUSH ENTERPRISES, INC. on behalf of itself and its subsidiaries (collectively, "Dealership").

WHEREAS, Customer may from time to time purchase commercial vehicles from Dealership; and

WHEREAS, Customer's purchase of vehicles will be evidenced by purchase orders, retail sales orders and/or other documentation, pursuant to which Dealership may, in its discretion, agree that Customer may defer its payment of the purchase price for the vehicles (a "Deferred Payment Plan");

NOW, THEREFORE, for and in consideration of the right to purchase vehicles pursuant to a Deferred Payment Plan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1) With respect to any vehicles purchased pursuant to a Deferred Payment Plan (each a "Vehicle"), Customer hereby acknowledges and agrees to the following:
  - a) BMO HARRIS BANK N.A. ("Bank") finances Dealership's acquisition of Vehicles pursuant to an agreement that requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle;
  - b) based on such agreement, Customer's purchase of any Vehicle financed by Bank is not free and clear of, and is subject to, Bank's prior, unrelinquished security interest, which will continue until Bank has received the total amount that Bank financed for such Vehicle, at which time such payment will automatically extinguish Bank's security interest in such Vehicle; and
  - c) Bank may require Customer to pay the purchase price for Vehicles directly to Bank, by providing written notice to Customer at the address set forth in Customer's signature block below, and upon receipt of such notice Customer shall make payment directly to Bank.
- 2) In the event that Customer pays any portion of the purchase price for a Vehicle directly to Bank, Dealership shall credit such payment(s) against the amount Customer owes to Dealership.
- 3) This Agreement shall be binding upon the parties hereto, and inure to the benefit of the parties hereto and to the benefit of Bank, and upon and to their respective successors and assigns.
- 4) This Agreement will remain in effect with respect to any Vehicle purchased by Customer, now or in the future, until Customer receives written notice from Bank indicating that it has been terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CUSTOMER:

\_\_\_\_\_  
(Insert Customer Legal Name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEALERSHIP:

RUSH ENTERPRISES, INC. on behalf of itself and its subsidiaries

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 555, IH 35 South, Suite 500  
New Braunfels, Texas

**BIDDER'S LIST  
PURCHASE OF TWO (2) NEW COMMERCIAL RIGHT HAND DRIVE SIDE LOAD  
RETRIEVERS**

**Holt Cat  
725 E. Business 83  
P.O. Box 1310  
Weslaco, Texas 78599**

**Rush Truck Center  
4700 N. Cage Blvd.  
Pharr, Texas 78577**

**Valley Truck Center  
4301 N. Cage Blvd.  
Pharr, Texas 78577**

**French-Ellison Truck Ctr. Ltd.  
4300 N. Cage Blvd.  
Pharr, Texas 78577**

**AG Truck Sales  
2630 West Broadway Rd.  
Phoenix, AZ 85041**

**Big Truck Rental  
1039 S. 50<sup>th</sup> St.  
Tampa, FL 33619**

**South Texas Freightliner  
3103 N.Cage Blvd.  
Pharr, Texas 78577**

**Fanotech Waste Equipment Inc.  
P.O. Box 690  
Bracebridge, ON P1L 1TP**

**Heil of Texas  
503 Pop Gunn  
San Antonio, Texas 78219**

**Reliance Truck & Equipment  
7200 SW White Road  
San Antonio, Texas 78222-5204**

**Fleetpride  
711 N. Cage Blvd.  
Pharr, Texas 78577**

**Big Truck Rental  
1039 S.50<sup>TH</sup> St.  
Tampa, FL 33619**

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding Bid No. 2017-08, Purchase of Two (2) Residential Automated Right Hand Drive Side Load Retrievers to Rush Truck Centers of Texas, in the Amount of \$635,307.28. [Ramiro L. Gomez, Director of Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday, October 3, 2016 bids were opened for Bid No. 2017-08, Purchase of Two (2) Residential Automated Right Hand Drive Side Load Retrievers. A total of one (1) bid was received and opened. Rush Truck Centers of Texas, the single bidder meeting specifications, submitted a bid price in the amount of \$635,307.28 including optional extended warranties.

Staff has verified that no monies are owed to the City by Rush Truck Centers of Texas. Funding is available within the Solid Waste Management's 2016-2017 Fiscal Year Operating Budget. The City has previously done business with Rush Truck Centers of Texas.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-08, Purchase of Two (2) Residential Automated Right Hand Drive Side Load Retrievers, to Rush Truck Centers of Texas, in the Amount of \$635,307.28.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

/s/Ramiro L. Gomez, Jr.

Ramiro Gomez  
Director of Solid Waste  
Management

\*\*\*\*\*

**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: Purchase of Two (2) Residential Automated Right Hand Drive Side Load Retrievers

Bid No.: 2017-08

Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Rush Truck Centers of Texas Pharr, Texas		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE				
42.1	2	Right Hand Drive Residential Retrievers	\$303,942.64	\$607,885.28				
44.1	2	3 Year 300,000 Miles Basic Vehicle Warranty	\$2,915.00	\$5,830.00				
44.2	2	5 Year 200,000 Miles Engine Warranty	\$3,600.00	\$7,200.00				
44.3	2	5 Year 200,000 Miles After Treatment	\$900.00	\$1,800.00				
56.1	2	5 Year Complete Body Warranty	\$6,296.00	\$12,592.00				
<b>SUBTOTAL .....</b>			\$317,653.64	\$635,307.28				
<b>NET TOTAL .....</b>								
<b>TERMS .....</b>								
<b>DELIVERY .....</b>			120 To 180 Days					

**RECOMMENDATION:**

Award: Bid 2017-08 to Rush Truck Center of Texas of Pharr, Texas the sole bidder meeting specifications.

Department: Solid Waste Management

Budgeted Amount Available: \$650,000

Additional Funds Required: \$0.00

Prepared By: Laura Olivarez, Administrative Assistant

**DISCLAIMER:**

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



# DEPARTMENT OF SOLID WASTE MANAGEMENT



BID REQUEST



**PURCHASE OF TWO (2) RESIDENTIAL AUTOMATED  
RIGHT HAND DRIVE SIDE LOAD RETRIEVERS**

Bid # 2017-08

BID DUE DATE: Monday, October 03, 2016  
DUE TIME: 3:00 P.M., C.S.T.

**8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 381-5635 • Fax (956) 292-2064**

## 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, October 03, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2017-08

### PUCHASE OF TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER

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](http://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](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this bid, please contact **Solid Waste Management at (956) 381-5635.**

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER** 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 (1<sup>st</sup> Floor)

**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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.

**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.

## **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, 956-418-1895) 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](http://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 TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER** 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.)

### **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.

### **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 7<sup>th</sup> 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](http://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](http://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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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  Property Damage	\$250,000 each person/\$500,000 each occurrence  \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury  Property Damage	\$100,000 each person/\$500,000 each occurrence  \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury  Property Damage	\$250,000 each person/\$500,000 each occurrence  \$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 INFORMATION**

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**

**PURCHASE OF TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER  
BID NO. 2017-08**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER.**

You are invited to submit a sealed bid for the **PURCHASE OF TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER** as requested by the City of Edinburg Solid Waste 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 REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER:**

**MINIMUM BID SPECIFICATIONS  
FOR TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER**

<b>1 - INSTRUCTIONS TO BIDDERS:</b>		<b>INITIAL</b>
1.1	The City of Edinburg owns and operates a Fully Automated Waste Collection Fleet and services 100% of all City Residents and Commercial Establishments. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe a fully automated RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER. The truck shall be capable of handling 30 to 300 gallon refuse containers CURBSIDE and transporting refuse to a landfill and dispensing the load by means of hydraulically ejecting the load from the refuse body. All components and requirements shall be at a minimum as listed in the attached specifications herein describe the minimum acceptable features, performance and operational requirements for a fully automated RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER that the City of Edinburg will purchase for use with its Collection Program.	
1.2	The manufacturer of all equipment provided under this contract shall be ISO 9001-2008 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2012.	
		<b>INITIAL</b>

1.3	<p>All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. By checking, any of the "<b>NO</b>" spaces the bidder states that the product being bid does not conform to that minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet, which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b><u>all variations and/or exceptions must be documented</u></b>, referencing applicable paragraph(s), and <b><u>explained in detail on a separate page titled "Exceptions"</u></b>. Otherwise, it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. <b><u>However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable.</u></b> Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>			
1.4	<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor, which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.</p>			
<b>2 - BASIC SPECIFICATIONS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
<b>CAB AND CHASIS (CLASS "A" CHASIS)</b>				
MAKE:	MODEL:	YEAR:		
2.1	CAB SHALL BE OF CAB OVER DESIGN			
2.2	CAB SHALL MEET THE FOLLOWING CRITERIA MUST BE AN ALUMINUM CAB, <b><u>RIGHT</u></b> HAND DRIVE			
2.3	AIR RIDE HIGH BACK DRIVER VINYL SEAT			
2.4	AIR CONDITIONER/ HEATER/ DEFROSTER FACTORY INSTALLED			
2.5	PASSENGER SEAT LOW BACK VINYL. NON-AIR			
2.6	INSIDE THE CAB COLOR IS GREY			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>

2.7	OUTSIDE COLOR IS WHITE			
2.8	RADIO AM/FM			
2.9	BACK UP ALARM			
2.10	2 CONVEX 8" MIRROR			
2.11	SHALL HAVE A, WARNING LIGHT BATTERY DISCONNECT SWITCH ENGAGED (MARKER LIGHT)			
2.12	SHALL HAVE DAYTIME RUNNING LIGHTS			
2.13	4.5" RUBBER FLARES ON CAB			
2.14	ADJUSTABLE STEERING COLUMN – TILT/TELESCOPE			
2.15	REAR WINDOW BACK OF CAB DARK TINT			
2.16	TWO PIECE FLAT WINDSHIELD			
2.17	SSTL - LH/RH TRI-PLANE MIRRORS, HEATED			
2.18	(1) AIR HORN 24.5" CHROME – ROUND W/HORN SHIELD			
2.19	CAB TILT PUMP AIR ASSIST			
2.20	ELECTRIC WINDSHIELD WIPERS			
2.21	TRIANGLE REFLECTORS KIT SHIPPED LOOSE			
2.22	MAIN TRANSMISSION OIL TEMPERATURE GAUGE			
2.23	AIR RESTRICTION INDICATOR			
2.24	HEADLIGHTS DUAL RECTANGULAR HALOGEN			
2.25	(5) LIGHT GUARDS ON MARKER LIGHTS			
2.26	(5) LED CLEARANCE WITH (2) LED MARKER LIGHTS			
2.27	NON FURNISHED STOP/TAIL/BACKUP LIGHTS			
<b>3 – ENGINE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

3.1	THE ENGINE SHALL HAVE A RATING OF 345@1900; GOV@2100 1150@1400			
3.2	SHALL HAVE AN ENGINE PROTECTION SHUTDOWN			
3.3	ALTERNATOR 200 AMP			
3.4	BATTERY DISCONNECTION SWITCH			
3.5	ENGINE IDLE SHUTDOWN TIME ENABLED			
3.6	EFFECTIVE PTO AND THROTTLE PROVISION			
3.7	CARB ENGINE IDLING COMPLIANCE			
3.8	12V STARTER			
3.10	3 PREMIUM 12V DUAL PURPOSE BATT 2100 CCA			
3.11	2 SPEED FAN CLUTCH FOR FREQUENT START/STOPS			
3.12	18.7 CFM AIR COMPRESSOR			
3.13	FUEL FILTER, UNHEATED			
3.14	HIGH EFFICIENCY COOLING SYSTEM			
3.15	WING NUT STYLE MOUNTED GRILLE			
3.16	16" FVG AIR CLEANER HORIZONTAL MOUNTED			
3.17	EXHAUST VERTICAL LH			
3.18	CURVED TIP STANDPIPE(S)			
<b>4 - POWERTRAIN/TRANSMISSION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
4.1	ALLISON 4500 RDSP HD GEN 5 - TRANSMISSION SHALL BE FULLY AUTOMATIC			
4.2	ALLISON SIX SPEED CONFIGURATION, WIDE RATIO GEARS			
4.3	1810 HD DRIVELINE, 1 MIDSHIP BEARING			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>

4.4	CONSOLE MOUNTED PUSH BUTTON SHIFTER			
4.5	ALLISON RDS AUTO NEUTRAL AK			
4.6	ALLISON LOAD BASED SHIFT SCHEDULE (LBSS)			
4.7	CONSOLE MOUNTED PUSH BUTTON SHIFTER			
<b>5 – FRAME AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
5.1	SHALL HAVE 10-3/4" STEEL RAILS, WITH 3/8" RAIL THICKNESS, AND FULL STEEL INNER LINER			
5.2	SHALL HAVE 2,136,000 RBM; WITH A YIELD STRENGTH: 120,000 PSI			
5.3	SHALL BE EQUIPPED WITH (2) FRONT SOLID MOUNT CABLE HOOKS.			
5.4	FEPTO PROVISION 9INCH BUMPER EXTENSION; TO INCLUDE A 1350 SERIES FRONT DRIVE PTO ATTACHMENT PROVISION, RADIATOR WITH PTO CUT-OUT IN GRILLE, RADIATOR PROTECTION SLEEVE AND BUMPER EXTENSION			
5.5	EOF SQUARE WITH STEEL XMBR			
<b>6 – FRONT AXLE AND EQUIPMENT :</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
6.1	SHALL BE EQUIPPED WITH DANA SPICER D2000F, 20,0000 LBS, 3.5 INCH DROP			
6.2	SHALL BE EQUIPPED WITH, TAPER LEAF SPRINGS, WITH HEAVY RESISTANCE SHOCKS 20,000 LBS			
6.3	SHALL BE EQUIPPED WITH POWER STEERING			
6.4	SHALL BE EQUIPPED WITH BENDIX AIR CAM FRONT DRUM BRAKES 16.5X6 RATED UP TO 22,000LB STEER AXLES			
6.5	PHP10 IRON PRESET PLUS HUBS			
6.6	5INCH DROP IPO STD. 3.5INCH, FRONT AXLE			
<b>7 – REAR AXLE AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

7.1	SHALL BE EQUIPPED WITH DANA SPICER D46-170; 46,000 LBS REARS			
7.2	SHALL BE EQUIPPED WITH DIFFERENTIAL LOCKS BOTH AXLES			
7.3	SHALL BE EQUIPPED WITH, RATIO 5.25 REAR AXLE			
7.4	PHP10 IRON PRESET PLUS HUBS			
7.5	LONG STROKE PARKING BRAKES, DRIVE AXLE(S)			
7.6	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES			
7.7	REAR BRAKE CAMSHAFT REINFORCEMENT			
7.8	SBM VALVE			
7.9	ANTI-LOCK BRAKING SYSTEM (ABS)			
7.10	SYNTHETIC AXLE LUBRICANT – ALL AXLES			
7.11	BENDIX AIR CAM REAR DRUM BRAKES 16.5X8.6			
7.12	HENDRICKSON HUALMAAX HMX 460 46,000LB, 54INCH AXLE			
7.13	SHOCK ABSORBERS FOR HMX SUSPENSION			
<b>8 – TIRES AND WHEELS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
8.1	FRONT TIRE 20PLY 315/80R22.5			
8.2	REAR TIRES 16PLY 11R22.5			
8.3	FRONT RIMS ALUMINUM			
8.4	REAR RIMS STEEL			

<b>9 – BATTERY BOX , BUMPER AND ELECTRIC EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
9.1	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH UNDER CAB			
9.2	BUMPER – ALUMINUM STAINLESS STEEL CLAD CHANNEL WITH TWO TOW PINS			
<b>10 - FUEL TANKS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
10.1	23" ALUMINUM 70 GAL.			
10.2	LOCATION RH BOC REAR-MOST 70 GALLON			
10.3	FUEL COOLER			
10.4	TOP OF FUEL TANK 5" BELOW TOP OF FRAME			
10.5	DEF TANK MOUNTED LH BOC			
10.6	DEF TANK 320			
<b>11 – AIR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
11.1	SHALL HAVE A BENDIX AD-IS EP AIR DRYER WITH HEATER			
11.2	BERG PULL CORD DRAIN VALVE(S) – ALL AIR TANKS			
11.3	NYLON CHASSIS HOSE			
11.4	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – LH BOC			
11.5	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – RH BOC			
<b>12 – CAPACITY:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
12.1	THE PACKER BODY SHALL HAVE A CAPACITY, EXCLUDING THE HOPPER, OF NOT LESS THAN: 33 YD <sup>3</sup> (BUSTLE GATE)			
12.2	THE HOPPER SHALL HAVE A CAPACITY OF FIVE AND TWO-TENTHS (5.2) CUBIC YARDS.			
12.3	THE STRUCTURAL INTEGRITY OF THE BODY SHALL ALLOW HIGH DENSITY LOADING OF UP TO 1,000 POUNDS PER CUBIC YARD OF NORMAL REFUSE.			
<b>13 – BODY DIMENSIONS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

13.1	MAXIMUM OUTSIDE BODY WIDTH SHALL BE 96".			
13.2	MAXIMUM OVERALL LENGTH OF THE BODY, TAILGATE AND LOADER ASSEMBLY COMBINED SHALL NOT EXCEED THE FOLLOWING: 33 YD <sup>3</sup> - 319"			
13.3	THE MAXIMUM INSIDE BODY WIDTH SHALL BE 91".			
13.4	THE MAXIMUM INSIDE BODY HEIGHT SHALL BE 82".			
13.5	THE MAXIMUM OUTSIDE BODY HEIGHT ABOVE CHASSIS SHALL BE 98".			
13.6	HOPPER WIDTH SHALL BE 80".			
13.7	HOPPER LENGTH SHALL BE 69.5".			
13.8	HOPPER DEPTH ON THE CURBSIDE, INCLUDING 6" RUBBER FLAP, SHALL BE 66".			
13.9	HOPPER DEPTH ON THE STREET SIDE SHALL BE 75".			
<b>14 - BODY CONSTRUCTION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
14.1	THE BODY INTERIOR SHALL HAVE A SMOOTH FLAT FLOOR WITHOUT A TROUGH. THE SIDES AND ROOF SHALL BE SMOOTH CURVED CONSTRUCTION. ALL MATERIALS SHALL BE STEEL UNLESS OTHERWISE SPECIFIED.			
14.2	IN ORDER TO PREVENT DAMAGE FROM CORROSION AND FIRE, NO HYDRAULIC CYLINDERS, VALVE OR OTHER HYDRAULIC COMPONENTS SHALL COME IN CONTACT WITH REFUSE PACKED INTO THE BODY.			
14.3	BODY SIDES AND ROOF SHALL BE OF CURVED STRESS SKIN CONSTRUCTION INTERFACING WITH THE CORNER MAINFRAME BOLSTERS. ALL SIDEWALL AND ROOF MEMBERS SHALL BE CONTINUOUS WELDED.			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>

14.4	FLOOR SHALL BE FLAT FULL WIDTH AND SHALL NOT HAVE INBOARD GUIDE RAILS OR A TROUGH. THE FLOOR SHALL BE A MINIMUM .1875", 184,000 PSI MINIMUM YIELD AR400 STEEL PLATE AND SHALL BE REINFORCED WITH ONE PIECE FULL WIDTH AND INTERLACED 3" X 6" X 10 GA., 80,000 PSI MINIMUM YIELD CHANNELS NOMINALLY LOCATED ON 18" CENTERS SO AS TO WITHSTAND CONTINUOUS OPERATION AT MAXIMUM IMPOSED LOADS WITHOUT HARMFUL DEFORMATION OR EXCESSIVE WEAR. ALL BODY FLOOR MEMBERS SHALL BE CONTINUOUS WELD.			
14.5	BODY ROOF SHALL BE MINIMUM 8 GA., 80,000 PSI MINIMUM YIELD HI-TENSILE STEEL SHEET FULLY WELDED TO A FULL LENGTH 8 GA. INNER AND 11 GA. OUTER, 80,000 PSI MINIMUM YIELD ROOF CROWN RAIL TO CONTAIN AND DISSIPATE FORCES EQUALLY THROUGH THE BODY STRUCTURE. FRONT AND REAR LATERAL ROOF BOW SHALL BE 2" X 8" X .25", A500, GR. B, 46,000 PSI MINIMUM YIELD.			
14.6	BODY SIDES SHALL BE A MINIMUM 8 GA., 80,000 PSI MINIMUM YIELD HI-TENSILE STEEL SHEET FULLY WELDED TO A ROOF CROWN RAIL AND TO THE 4.7" X 18" FLOOR SKIRT RAIL.			
14.7	REAR MAINFRAME BODY SIDE BOLSTERS SHALL BE A MINIMUM OF 3" X 20" AT THE MID SPAN SECTION AND 5" X 20" AT THE MAJOR UPPER AND LOWER CONNECTING POINTS OF THE MAINFRAME. THE BOLSTERS SHALL BE CONTOUR SHAPED TO THE SIDEWALL AND FORMED FROM MINIMUM 7 GA., 80,000 PSI MINIMUM YIELD STEEL. THE FRONT MAINFRAME BODY SIDE BOLSTERS SHALL BE A MINIMUM OF 3.7" X 8.6" AT THE MID SPAN SECTION AND 5" X 8.6" AT THE MAJOR UPPER AND LOWER CONNECTING POINTS OF THE MAINFRAME. THE BOLSTERS SHALL BE CONTOUR SHAPED TO THE SIDEWALL AND FORMED FROM MINIMUM 8 GA. X 80,000 PSI MINIMUM YIELD STEEL. THE REINFORCEMENT BOLSTERS SHALL BE FULLY WELDED TO THE CURVED BODY SIDE SHEETS.			
14.8	FLOOR LONGITUDINAL LONG MEMBERS SHALL BE FORMED TRAPEZOIDAL SHAPE 9.6" X 11" WITH A 3.3" BASE SILL OF 7 GA., 80,000 PSI MINIMUM YIELD FORMED CHANNELS.			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
14.9	PACKER PANEL GUIDE RAIL BOTTOM EDGE SHALL BE LOCATED 3.7" ABOVE LONGITUDINAL FLOOR CORNERS AND INTEGRAL TO BODY FLOOR SHEETS. THE GUIDE RAIL CHANNEL SHALL HAVE INTERIOR DIMENSIONS OF 3.5" X			

	4.2". THE TOP FLANGE OF THE GUIDE RAIL CHANNEL SHALL BE REINFORCED WITH A 45° PLATE, WHICH SHALL ALSO SERVE AS A SELF-CLEANING DEVICE.			
14.10	THE BODY AND ATTACHING PARTS SHALL BE SEALED WITH TERSOTAT JOINT SEALER AND CAVITY COAT FOR RUST PREVENTION PROTECTION.			
14.11	THE BODY SHALL BE UNDERCOATED WITH A THIXOTROPIC MATERIAL TO PROVIDE PROTECTION TO THE UNDERSIDE OF THE REFUSE BODY.			
<b>15 – HOPPER CONSTRUCTION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
15.1	HOPPER SHALL BE OF FLAT FLOOR AND STRAIGHT VERTICAL SIDEWALLS. HOPPER SHALL BE DESIGNED TO PROPERLY HANDLE THIRTY (30) GALLON THROUGH THREE HUNDRED (300) GALLON AUTOMATED SIDE LOADER CARTS.			
15.2	HOPPER LONG MEMBERS SHALL BE FORMED TRAPEZOIDAL SHAPE 9.6" X 11" X 3.3" BASE SILL OF 7 GA., 80,000 PSI MINIMUM YIELD FORMED STEEL CHANNELS.			
15.3	HOPPER FLOOR SHALL BE CONSTRUCTED OF A MINIMUM .25" 184,000 PSI MINIMUM YIELD AR400 STEEL PLATE.			
15.4	HOPPER SIDES SHALL BE CONSTRUCTED OF A MINIMUM .1875" AR400 ABRASION RESISTANT PLAT STEEL WITH TYPICAL 184,000 PSI TENSILE STRENGTH AND 145,000 PSI TYPICAL YIELD STRENGTH			
15.5	A HOPPER SUMP SHALL BE PROVIDED IN FORWARD FLOOR AREA OF THE HOPPER. SUMP SHALL HAVE A 40 GALLON MINIMUM CAPACITY AND HAVE DUAL CLEAN-OUT DOORS, 14.5" WIDE X 7" HIGH, ON EACH SIDE OF THE BODY. A TOOL, WITH HANGER BRACKETS, FOR EASY CLEANOUT SHALL BE PROVIDED.			
15.6	AN ACCESS DOOR OPENING, 26.75" WIDE X 36.25" HIGH, SHALL BE PROVIDED ON HOPPER LEFT HAND SIDE WALL. FOLDING STEPS AND GRAB HANDLES SHALL BE PROVIDED TO EASE ENTRY.			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
15.7	THE FRONT OF THE HOPPER, FORWARD OF THE PACKER MECHANISM, SHALL BE ACCESSIBLE BY REMOVING A 79.75" WIDE X 36" HIGH EXPANDED METAL SCREEN.			
15.8	A FRONT HOPPER HOOD SHALL BE INCLUDED			
<b>16- PACKING MECHANISM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

16.1	A HYDRAULICALLY ACTUATED PACKER TRAVERSING A MINIMUM OF 60", WHILE PACKING, SHALL CLEAR THE HOPPER OF MATERIAL WITH A MAXIMUM CYCLE TIME OF FOURTEEN (14) SECONDS. A PROXIMITY SWITCH WILL AUTOMATICALLY REVERSE THE PACKING CYCLE AND RETURN THE PACKING PANEL TO THE FRONT HEAD. AN AUTOMATIC BACK-UP REVERSING MEANS SHALL BE PROVIDED SHOULD THE PACKING PANEL BE UNABLE TO REACH THE REARMOST PACKING POSITION OF 60".			
16.2	THE PACKING PANEL FACE SHEET SHALL BE CONSTRUCTED OF A MINIMUM .25", 80,000 PSI MINIMUM YIELD, AND ABRASION RESISTANT STEEL PLATE.			
16.3	A SPILL SHIELD, FABRICATED FROM 11 GA., 50,000 PSI MINIMUM YIELD STEEL SHALL BE AFFIXED TO THE TOP OF THE PACKING PANEL.			
16.4	THE PACKER PANEL AND SPILL SHIELD SHALL BE REINFORCED WITH A COMBINATION OF STRUCTURAL MEMBERS FOR MAXIMUM RIGIDITY.			
16.5	HOPPER ZONE GUIDE RAILS (2) IN THE SIDE OF THE BODY SHALL BE COMPRISED OF A .25", 50,000 PSI MINIMUM YIELD FORMED ANGLE WELDED TO 3.5" X 3.5" X .3125" ASTM A500 TUBING ON EACH SIDE OF BODY. THE TUBING SHALL RUN THE FULL INTERIOR LENGTH OF THE HOPPER AND EXTEND 28" INTO THE BODY.			
16.6	HOPPER ZONE GUIDE RAILS SHALL BE CLAD ON EACH SIDE IN THE FOLLOWING MANNER:			
	1. TOP WEAR BAR, .25" THICK X 2" WIDE, 145,000 PSI MINIMUM YIELD, AR STEEL.			
	2. SIDE WEAR BAR, .25" THICK X 2.5" WIDE, 145,000 PSI MINIMUM YIELD, AR STEEL.			
	3. BOTTOM WEAR BAR, .25" THICK X 2.5" WIDE, 145,000 PSI MINIMUM YIELD, AR STEEL			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
16.7	THE GUIDE PERCH ON EACH SIDE OF THE PACKER PANEL SHALL BE 3" X 6" X .25" ASTM A500 GRADE B STRUCTURAL TUBING CLAD IN THE FOLLOWING MANNER:			
	1. TOP WEAR BAR, .25" THICK X 2" WIDE X 35" LONG, 145,000 PSI MINIMUM YIELD, AR STEEL.			
	2. SIDE WEAR BAR, .25" THICK X 2" WIDE X 35" LONG, 145,000 PSI MINIMUM YIELD, AR STEEL.			

	3. BOTTOM WEAR BAR, .375" THICK X 3.5" WIDE X 35" LONG, 145,000 PSI MINIMUM YIELD, AR STEEL.			
16.8	THE PACKER PANEL SHALL BE PROVIDED WITH BOLT-ON LUGS FOR EACH OF THE TWO (2) PACKING CYLINDERS. THE CYLINDERS SHALL BE ATTACHED TO THE PACKER PANEL LUGS VIA 2" DIAMETER PINS. CYLINDER REMOVAL MAY BE ACCOMPLISHED BY EITHER PULLING THE PINS OR REMOVING THE ENTIRE BOLT-ON LUGS. THE LUGS SHALL BE ATTACHED TO THE PACKING PANEL WITH SIX (6) .75" DIAMETER BOLTS FOR EACH LUG ASSEMBLY			
16.9	THE BODY FRONT HEAD SHALL ALSO BE PROVIDED WITH BOLT-ON LUGS FOR PACKING CYLINDERS. THE LUGS SHALL RETAIN EACH CYLINDER PIN WITH SIX (6) .75" DIAMETER BOLTS.			
16.10	THE PACKER WILL BE HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING MULTI-STAGE CYLINDERS HAVING CHROME PLATED TUBES, AND SHALL HAVE SPHERICAL BEARINGS ON BOTH ENDS. 5.5"X4.5"X3.5" BORE X 182" STROKE			
16.11	PACKING FORCE SHALL BE A MINIMUM OF 83,000 POUNDS. CYLINDER FORCE SHALL BE A MINIMUM OF 118,000 POUNDS.			
16.12	THE PACKER SHALL BE DESIGNED TO ALLOW DUMPING OF A CONTAINER REGARDLESS OF THE POSITION OF THE PACKING PANEL DURING THE COMPACTION CYCLE.			
16.13	THE PACKING MECHANISM SHALL BE CAPABLE OF EXTENDING TO THE REARMOST END OF THE BODY, PAST FULL PACK POSITION, TO PROVIDE OFF-LOADING FUNCTION WHEN THE TAILGATE IS RAISED.			
16.14	THE PACKER CYLINDER GREASE ZERKS THAT ARE LOCATED ON THE ROD AND BASE END SHALL BE EQUIPPED WITH A REMOTE LUBE SYSTEM THAT IS ACCESSIBLE FROM THE GROUND			
<b>17 - TAILGATE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
17.1	THE 5.3 CUBIC YARD (BUSTLE) OR 1 CUBIC YARD (FLAT) TAILGATE MUST BE ONE PIECE TOP HINGED, AND SHALL HYDRAULICALLY OPEN APPROXIMATELY 30° ABOVE HORIZONTAL.			
17.2	TAILGATE SHALL BE CONSTRUCTED OF A MINIMUM 10 GA., 80,000 PSI MINIMUM YIELD ON REAR AND SIDE WALLS.			

17.3	THE BUSTLE TAILGATE SHALL BE REINFORCED BY A MINIMUM 12 GA., 80,000 PSI MINIMUM YIELD HORIZONTAL BOXED BRACE.			
17.4	THE TAILGATE WILL BE SECURED TO THE BODY BY TWO (2) SETS OF HINGES WITH 2" HINGE PINS AT THE ROOF LINE.			
17.5	A HEAVY DUTY REAR DOOR POSITIVE SEAL OF RUBBERIZED GASKET MATERIAL SHALL BE INSTALLED THE FULL LENGTH OF THE BOTTOM AND 56.5" UP SIDES OF TAILGATE TO PREVENT LEAKAGE.			
17.6	THE TAILGATE SHALL BE RAISED AND LOWERED HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING CYLINDERS WITH A MINIMUM 3" BORE X 35.25" STROKE X 1.5" DIAMETER CHROME PLATED ROD. CYLINDER DESIGN SHALL INCLUDE AN ORIFICE FITTING IN THE BASE PORT, WHICH SHALL PREVENT RAPID DESCENT OF THE TAILGATE IN THE EVENT OF A HYDRAULIC FAILURE.			
17.7	THE TAILGATE SHALL BE LOCKED BY TWO (2) CYLINDERS HAVING A MINIMUM 3" BORE X 1.5" DIAMETER HARDENED CHROME PLATED ROD X 3.62" STROKE.			
<b>18 – LIFTING MECHANISM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
18.1	THE LIFT BASE SHALL SUPPORT THE LIFT ARM, THE DUMP ARM, THE LEVEL PIVOT, THE LEVEL LINK, THE PIVOT LINK, AND THE REACH LINK. THE LIFT BASE SHALL REST ATOP THE CHASSIS FRAME RAILS FOR SUPERIOR VERTICAL DISTRIBUTION OF LOADS INDUCED INTO THE CHASSIS FRAME RAILS AND <b><u>MUST BE COMPATIBLE AND MOUNTED FOR CURBSIDE PICKUP; ON A RIGHT HAND DRIVE UNIT. LIFT MECHANISMS MOUNTED ALONGSIDE THE CHASSIS FRAME WILL NOT BE ACCEPTED.</u></b> THE LIFT BASE SHALL CONSIST OF A .75" X 16" X 61", 50,000 PSI MINIMUM YIELD, SURFACE PLATE FOR CHASSIS FRAME MOUNTING AND SHALL BE REINFORCED BY FOUR (4) VERTICAL RIBS FOR RIGIDITY AND ARM PIVOT PLACEMENT. THE RIBS SHALL UTILIZE .75" X 6.5", 50,000 PSI MINIMUM YIELD STEEL. THE FRONT-TO-REAR MOUNTING LENGTH SHALL NOT EXCEED 18".			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
18.2	THE LIFT ARM SHALL CONSIST OF A 4.5" X 9.5" FABRICATED STRUCTURE WITH A 4" X 3" STRUCTURAL TUBE TO SERVE AS SUPPORT FOR THE DUMP ARM.			
18.3	THE DUMP ARM SHALL CONSIST OF A 4" X 3" STRUCTURAL TUBE THAT WILL SUPPORT THE APPROPRIATE GRABBERS DETERMINED BY LOCAL DEMANDS.			
18.4	THE LEVEL PIVOT SHALL BE A FABRICATED CHANNEL WITH A 4.7" WEB X 8.2" FLANGES X .25", 50,000 PSI MINIMUM YIELD STEEL.			

18.5	THE LEVEL LINK SHALL BE A 1.5" X 3" X 0.188" STRUCTURAL TUBE MACHINED AT EACH END FOR STEEL SPHERICAL BEARINGS AND TWO (2) 1.5" X 4" TGP PINS.			
18.6	THE PIVOT LINK SHALL BE A 3" X 3" X 0.375" STRUCTURAL TUBE MACHINED FOR A CONNEX STEEL BUSHING OF AISI 615C ON THE TOP END, AND A 2" SPHERICAL BEARING ON THE BOTTOM END. THE CONNEX BEARING SHALL BE SEALED BY (2) GARLOCK 9220, "U-CUP" 90 DUROMETER URETHANE SEALS. BOTH ENDS SHALL BE SUPPORTED BY TWO (2) 2" X 3.5" TGP1045RC55-NOM24RMS PINS.			
18.7	THE REACH LINK SHALL CONSIST OF TWO (2) PARALLEL 3" X 5" X .375" STRUCTURAL TUBES LINKED MIDSPAN AND PROPERLY LINED BORED EACH END FOR FOUR (4) CONNEX BUSHINGS OF AISI 615C, SEALED BY TWO GARLOCK 9220 "U-CUP" 90 DUROMETER URETHANE SEALS, AND SUPPORTED BY ONE (1) 3" X 14.5" TGP1045RC55-NOM24RMS UPPER PIN AND ONE (1) 3" X 13.4" TGP1045RC55-NOM24RMS LOWER PIN.			
18.8	THE LIFTING MECHANISM SHALL BE CAPABLE OF LIFTING CONTAINERS RANGING FROM 30-300 GALLONS AT LEVEL CONTAINER PLACEMENT, AND SHALL BE CAPABLE OF EXTENDING, GRABBING, RAISING, DUMPING, AND RETURNING A CONTAINER FROM ANY POSITION WITHOUT THE NEED TO "RETRACT" THE LIFT ARM AND SHALL PERFORM THE FOLLOWING LIFT CYCLE FUNCTIONS IN APPROXIMATELY EIGHT (8) SECONDS AT ENGINE IDLE.			
18.9	THE LIFT SHALL BE POWERED BY THREE (3) HYDRAULIC CYLINDERS WITH CUSHIONS AT EACH END OF THE STROKE.			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
18.10	THE RAISE AND REACH CYLINDERS SHALL HAVE HARDENED AND CHROME PLATED RODS AND SHALL BE MANUFACTURED BY JOHN DEERE. CONTROL VALVES SHALL BE DIRECT ACTING, FEATHER-ABLE, AIR ACTUATED.			
18.11	THE LIFT MECHANISM SHALL TRAVERSE THE CONTAINER FROM THE POINT OF ENGAGEMENT TO THE ELEVATED AND ROTATED POSITION OF DISCHARGE THROUGH A COMPOUND ELLIPTICAL CURVE DEVOID OF ABRUPT DIRECTIONAL CHANGES AND HIGH GRAVITY FORCES TO PRESERVE CONTAINER STRUCTURAL INTEGRITY AND GREATLY REDUCE CONTAINER MAINTENANCE.			
<b>19 -HYDRAULICS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

19.1	THE MAXIMUM OPERATING PRESSURES SHALL BE 2500 PSI.			
19.2	THE HYDRAULIC SYSTEM SHALL OPERATE AT AN ACCEPTABLE TEMPERATURE WITHOUT THE NEED FOR EXTERNAL HYDRAULIC OIL COOLING DEVICES.			
19.3	THE HYDRAULIC PUMP SHALL BE A FRONT ENGINE, CRANK DRIVEN, DENISON TANDEM VANE PUMP WITH ELECTRONIC OVER-SPEED CONTROL. THE COMBINED FLOW SHALL BE 28 GPM @ 800 RPM. THE LIFT OPERATION SHALL BE LIMITED TO 18 GPM @ 800 RPM. THE PUMP SHALL COMBINE FLOW TO 44 GPM @ 1200 RPM IN ORDER TO OPERATE THE PACKER PANEL PUMP. PUMP SHALL COMPLY WITH SPECIFICATION 219-2305 OR EQUAL.			
19.4	ALL HYDRAULIC TUBES WILL BE SECURELY CLAMPED TO PREVENT VIBRATION, ABRASION, AND EXCESSIVE NOISE.			
19.5	ALL HYDRAULIC HOSES SHALL CONFORM TO SAE STANDARDS FOR DESIGNED PRESSURE. ALL HIGH PRESSURE HOSES SHALL BE SLEEVED WITH FABRIC GUARD FOR ADDED PROTECTION.			
19.6	THE HYDRAULIC RESERVOIR SHALL HAVE A 50 GALLON GROSS CAPACITY AND A 45 GALLON NET CAPACITY.			
19.7	THE TANK SHALL BE COMPLETE WITH A SCREENED FILL PIPE AND CAP, FILTER BREATHER, CLEAN OUT COVER, OIL LEVEL SIGHT AND TEMPERATURE GAUGE, AND SUCTION LINE SHUT-OFF VALVE.			
		YES	NO	Exception
19.8	THE HYDRAULIC SYSTEM SHALL BE PROTECTED BY A THREE (3) MICRON, IN TANK, RETURN LINE FILTER ALONG WITH A 100 MESH (140 MICRON) REUSABLE OIL STRAINER IN THE SUCTION LINE.			
19.9	THE RETURN LINE FILTER SHALL ALSO INCLUDE AN IN-CAB FILTER BY-PASS MONITOR, WHICH SHALL ALERT THE OPERATOR OR SERVICE PERSONNEL WHEN THE FILTER IS IN NEED OF REPLACEMENT.			
19.10	A HYDRAULIC PUMP SHUT DOWN SYSTEM SHALL ALSO BE INCLUDED, WHICH SHALL PROHIBIT PROLONGED OPERATION OF THE HYDRAULICS WHEN THE FILTER IS IN THE BY-PASS MODE.			
<b>20 – LUBRICATION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
20.1	ALL BODY HINGES, CYLINDER ROD ENDS, CYLINDER BASE TRUNNIONS AND HIGH CYCLE PIVOT POINTS SHALL BE SUPPLIED WITH GREASE FITTINGS.			

		YES	NO	Exception
<b>21 – CONTROLS:</b>				
21.1	THE LIFT CONTROLS SHALL BE A COMBINATION OF ELECTRIC OVER AIR OVER HYDRAULIC AND AIR OVER HYDRAULIC AND LOCATED IN THE CAB CONVENIENT TO THE OPERATOR.			
	1. THE REACH AND LIFT SHALL BE DIRECT AIR OVER HYDRAULIC FOR THE X-X AXIS AND Y-Y AXIS FUNCTIONS TO BE CONTROLLED BY APPROPRIATE MOVEMENT OF THE JOYSTICK.			
	2. THE GRABBER FUNCTIONS SHALL BE ELECTRIC OVER AIR OVER HYDRAULIC AND SHALL BE CONTROLLED BY THUMB SWITCHES ON THE UPPER PORTION OF THE JOYSTICK.			
21.2	THE LIFT CONTROLS SHALL BE SELF-CENTERING TYPE, RETURNING TO THE NEUTRAL POSITION WHEN RELEASED. THESE CONTROLS SHALL DIRECT OIL FLOW VIA A THREE (3) SECTION “ON-COMMAND” VALVE.			
21.3	SELECTABLE AUTO-DUMP AND AUTO-STOW SHALL BE PROVIDED.			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
21.4	THE PACKER BUTTON CONTROLS SHALL BE ELECTRICAL PUSH BUTTONS LOCATED IN THE CAB CONVENIENT TO THE OPERATOR. SEPARATE PUSH BUTTONS SHALL BE PROVIDED FOR “PACK” AND “RETRACT” TO PROVIDE COMPLETE PACKER PANEL MOVEMENT CONTROL IN EITHER DIRECTION. PUSHING THE “PACK” BUTTON SHALL AUTOMATICALLY EXTEND AND RETRACT THE PACKER PANEL FOR A COMPLETE CYCLE.			
21.5	AN EMERGENCY ON/OFF BUTTON SHALL BE PROVIDED TO STOP PACKER PANEL MOVEMENT DURING THE EXTEND OR RETRACT CYCLES.			
21.6	TAILGATE RAISE AND TAILGATE LOCK CONTROLS SHALL BE INDIVIDUALLY CONTROLLED BY PNEUMATIC TOGGLE SWITCHES INSIDE THE CAB.			
<b>22 – HYDRAULIC HOSES:</b>				
22.1	ALL HYDRAULIC HOSES SHALL CONFORM TO S.A.E STANDARDS FOR DESIGNED PRESSURE. BENDS SHALL NOT BE MORE THAN RECOMMENDED BY S.A.E. STANDARDS. FLAT SPOTS IN HOSES WILL NOT BE ACCEPTABLE.			
22.2	ALL PRESSURE HOSES SHALL BE PROTECTED WITH FABRIC GUARD			

<b>23 - ELECTRICAL:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
23.1	A MOBILE CONTROLLER WITH CONTROL CENTER AND DISPLAY SHALL BE PROVIDED IN THE CAB TO MONITOR SYSTEM FUNCTIONS AND OPERATION OF THE TRUCK. THIS CONTROLLER SHALL BE ABLE TO WITHSTAND THE VIBRATION, MOISTURE, DIRT INGRESS, AND CLIMATE VARIATIONS THAT ARE PRESENT IN THE CAB OF THE VEHICLE. THE CONTROLLER SHALL USE SOLID-STATE TECHNOLOGY WITH NO MECHANICAL RELAYS OR SWITCHES INSIDE THE CONTROLLER. THIS CONTROLLER SHALL USE IEC 61131-3 SOFTWARE AND WILL HAVE SAE J1939 BUILT INTO THE CONTROLLER FOR COMMUNICATION TO THE VEHICLE POWERTRAIN. THE MOBILE CONTROLLER SHALL BE INSTALLED INSIDE THE TRUCK CAB AND SHALL DISPLAY SELF-DIAGNOSING ERROR CODES IN READABLE TEXT FORMAT WHICH IDENTIFY THE POTENTIAL TROUBLE SOURCE. BOTH AUDIO AND TEXT ALERTS MUST BE MADE AVAILABLE TO AID IN LOCATING TROUBLE SOURCE.			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
23.2	ALL ELECTRICAL WIRING CONNECTORS TO BE AUTOMOTIVE DOUBLE-SEAL, WITH WIRING IN SPLIT CONVOLUTED LOOM. ALL WIRING CONNECTIONS TO BE SOLDERED WITH RUBBER MOLDED COVERING OR CRIMP TYPE CONNECTORS WITH SHRINK WRAP. UNPROTECTED WIRING IN ANY APPLICATION IS UNACCEPTABLE.			
23.3	ALL SWITCHES NOT MANUALLY OPERATED SHALL BE PROXIMITY IN TYPE. MECHANICAL SWITCHES ARE NOT ACCEPTABLE.			
23.4	A CONTROL PANEL LIGHT SHALL BE PROVIDED TO WARN THE DRIVER/OPERATOR ANY TIME THE LIFT IS NOT FULLY STOWED.			
<b>24 - LIGHTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
24.1	CLEARANCE, BACK UP, AND DIRECTIONAL LIGHTS SHALL BE LEXAN LENS, SHOCK MOUNTED IN A PROTECTIVE HOUSING. THE ENTIRE UNIT SHALL BE FLUSH MOUNT, REPLACEABLE POP OUT STYLE.			
24.2	ALL LIGHTS SHALL BE PROVIDED IN ACCORDANCE WITH FMVSS #108 AND ANSI 245.1-1999, PLUS MID BODY TURN SIGNALS ON EACH SIDE OF THE BODY AND A CENTER BRAKE LIGHT ON THE REAR.			
<b>25 – REAR UNDERRIDE AND TIRE GUARD:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
25.1	THE BODY SHALL BE EQUIPPED WITH A REAR UNDER-RIDE GUARD AS STANDARD EQUIPMENT TO MEET FEDERAL MOTOR CARRIER SAFETY REGULATION 49CFR393.86, TTMA RP NO. 41-02, AND SAE J682 OCT84.			

<b>26 — LOAD DISCHARGE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
26.1	LOAD DISCHARGE SHALL BE OF A "FULL EJECT" TYPE AND SHALL BE INTERLOCKED WITH THE REAR DOOR SO THAT IT HAS TO BE OPEN BEFORE THE PACKER PLATE CAN PASS THE ½ PACK POINT.			
<b>27 - RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
<b>28 - RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>PRICE</b>
<b>29 – WARNING ALARM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
29.1	A WARNING ALARM SHALL BE PROVIDED THAT EMITS AN AUDIBLE, INTERMITTENT SIGNAL WHEN THE CHASSIS TRANSMISSION IS IN THE REVERSE POSITION OR WHEN THE REAR DOOR OF THE BODY IS NOT IN THE FULLY LOWERED POSITION.			
<b>30 –CAMERA SYSTEMS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
31.1	COLOR REAR AND HOPPER MOUNTED CAMERAS AND CAB MOUNTED MONITOR, INTEC 6.8" NON-GLARE LCD W/250+ LINES RESOLUTION MONITOR, INDUSTRIAL COLOR CAMERA W/MIL SPEC. CONNECTORS OR EQUIVALENT.			
<b>32 – BODY LIGHTS, WORKING LIGHTS AND WIRING:</b>		<b>YES</b>	<b>NO</b>	<b>PRICING</b>
32.1	THE BODY WILL HAVE (3) HOPPER/ WORK LIGHTS. ONE MOUNTED FACING FRONT OF EJECTOR BLADE AND (2) TWO MOUNTED ON EACH SIDE OF THE LIFT CARRIAGE / MAST.			
32.2	ALL LIGHTING SHALL BE IN ACCORDANCE WITH FMVSS. THE LIGHT BAR ON THE LOWER SECTION OF THE DOOR INCLUDES TWO (2) STOP/TURN INDICATORS ON EACH SIDE AND ONE (1) BACKUP LAMP ON EACH SIDE.			
32.3	A MID-BODY SIGNAL COMBINATION MARKER LAMP SHALL BE LOCATED ON EACH SIDE OF THE UNIT, MID-LOWER BODY.			
32.4	BODY MARKER LAMPS ARE LOCATED, ONE (1) IN FRONT AND ON THE TOP CORNER OF EACH SIDE (AMBER). REAR BODY MARKERS ARE LOCATED IN THE REAR DOOR FRAME, ONE (1) ON THE TOP AND ONE (1) ON THE BOTTOM. THERE SHALL ALSO BE A GROUPING ON THE OUTSIDE OF THE REAR DOOR, ONE (1) ON EACH SIDE AND THREE (3) IN THE CENTER.			
32.5	AN ELECTRICAL BACK-UP ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE VEHICLE IS IN REVERSE. AN ELECTRICAL ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE REAR GATE IS			

	AJAR. CIRCUIT BREAKERS, ABLE TO BE RESET, ARE UTILIZED FOR CIRCUIT PROTECTION ON PACKER SYSTEMS. ALL WIRING SHALL BE ENCLOSED IN THE BODY MEMBER OR SEALED PLASTIC LOON. ALL WIRING SHALL BE COLOR CODED.			
<b>33 – SAFETY LIGHTING:</b>				
33.1	<ul style="list-style-type: none"> <li>❖ AMBER LED'S OR EQUAL MOUNTED ON CHASSIS FRONT GRILLE, SIDE AND REAR OF VEHICLE. ALL LENSES SHALL BE CLEAR.</li> <li>❖ FRONT GRILLE - TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON FRONT GRILLE, OR EQUAL. ALL LENSES SHALL BE CLEAR.</li> <li>❖ REAR – TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON REAR OF REFUSE BODY, OR EQUAL. ALL LENSES SHALL BE CLEAR.</li> <li>❖ SIDE BODY – TWO WHELEN 600 SERIES AMBER LED'S, OR EQUAL, MOUNTED BEHIND THE CAB ON THE REFUSE BODY APPROXIMATELY MID-SHIP.</li> <li>❖ ALL LENSES SHALL BE CLEAR. ALL LED'S SHALL BE WIRED AND ACTUATED WHEN THE VEHICLE IS IN DRIVE POSITION. A SWITCH CONTROL SHALL BE MOUNTED IN THE CHASSIS CAB.</li> </ul>			
<b>34 – PAINTING:</b>				
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
34.1	FIRST STEP – SMOOTHING - ALL WELD SLAG, SPLATTER OR ROUGHNESS SHALL BE REMOVED WITH THE APPROPRIATE HAND TOOLS. NO SAND, SHOT OR GLASS AIR BLASTING SHALL BE PERMITTED TO ELIMINATE CONTAMINATION AND POSSIBLE DAMAGE TO BEARINGS OR PIN SURFACES AND POSSIBLE DISTORTION OF HIGHER GAUGE SHEET MATERIALS USED ON THE BODY.			
34.2	SECOND STEP – PURGATION - A HEATED PRESSURE WASH SHALL DRENCH THE ENTIRE BODY WITH A SILICATED ALKALINE PHOSPHATE BASED PRECLEANER TO CLEAN ALL METAL SURFACES. THIS SOLUTION SHALL SOAK THROUGH AND BREAK DOWN THE OIL FILM AND OTHER CONTAMINANTS FOUND ON STEEL. THE SOLUTION SHALL BE NON-CORROSIVE TO METALS AND SHALL BE ENVIRONMENTALLY FRIENDLY.			
34.3	THIRD STEP – PRE-TREATMENT – AN ORGANICALLY ACCELERATED PHOSPHORIC ACID BASED PRETREATMENT WILL BE APPLIED TO ALL METAL SURFACES. THIS STEP PROVIDES A CHEMICAL CONVERSION COATING WHICH CHANGES THE CHEMICAL AND PHYSICAL NATURE OF THE SURFACE BY PROVIDING A SURFACE THAT THE NEXT APPLICATION (PRIME) WILL ADHERE TO.			

		YES	NO	Exception
34.4	FOURTH STEP – SEALING - THE ENTIRE BODY SHALL BE COATED WITH AN APPLICATION OF THE PATENTED DRY-IN-PLACE SEAL FROM HENKEL SURFACE TECHNOLOGIES. THIS PROCESS SHALL DRAMATICALLY IMPROVE THE SURFACE FINISH’S RESISTANCE TO RUSTING THAT OCCURS FROM GENERAL WEAR AND TEAR, AND SHALL PROVIDE IMPROVEMENTS TO PAINT ADHESION AND OTHER RELATED CORROSION THAT OCCURS OVER THE LIFE OF THE PRODUCTS. THIS SHALL HELP RETAIN THE “AS NEW” APPEARANCE OF THE FACTORY PAINT SURFACE.			
34.5	FIFTH STEP - PRIMER COAT PAINT - THE SEAL COAT SHALL BE PAINTED USING DUPONT CORLAR - A HIGH PERFORMANCE, LOW VOC/HAPS EPOXY POLYAMIDE PRIMER-SEALER. CORLAR IS A TWO-COMPONENT GRAY PRIMER-SEALER THAT IS LEAD AND CHROMATE FREE. THIS SHALL BE APPLIED IN AN AMOUNT NECESSARY TO ACHIEVE A DRY FILM THICKNESS OF 1.2 MIL.			
34.6	SIXTH STEP - FINISH TOP COAT PAINT - A HIGH LUSTER FINISH COAT SHALL BE APPLIED USING DUPONT IMRON 5000 – A HIGH-PERFORMANCE, LOW VOC (<3.5 LBS/GAL RTS) TWO-COMPONENT POLYURETHANE ENAMEL. AN AMPLE AMOUNT SHALL BE APPLIED TO ACHIEVE A DRY FILM THICKNESS OF 2 MIL AND SHALL RESULT IN A FINISH OF 3.2 MIL MINIMUM FILM THICKNESS.			
34.7	FIRST STEP – SMOOTHING - ALL WELD SLAG, SPLATTER OR ROUGHNESS SHALL BE REMOVED WITH THE APPROPRIATE HAND TOOLS. NO SAND, SHOT OR GLASS AIR BLASTING SHALL BE PERMITTED TO ELIMINATE CONTAMINATION AND POSSIBLE DAMAGE TO BEARINGS OR PIN SURFACES AND POSSIBLE DISTORTION OF HIGHER GAUGE SHEET MATERIALS USED ON THE BODY.			
34.8	SECOND STEP – PURGATION - A HEATED PRESSURE WASH SHALL DRENCH THE ENTIRE BODY WITH A SILICATED ALKALINE PHOSPHATE BASED PRECLEANER TO CLEAN ALL METAL SURFACES. THIS SOLUTION SHALL SOAK THROUGH AND BREAK DOWN THE OIL FILM AND OTHER CONTAMINANTS FOUND ON STEEL. THE SOLUTION SHALL BE NON-CORROSIVE TO METALS AND SHALL BE ENVIRONMENTALLY FRIENDLY.			
34.9	BODY UNDERCOATING SHALL BE PROVIDED AND COVER ALL SURFACES UNDER THE BODY.			

<b>35 -- ADDITIONAL UPGRADE OPTIONS: (ALL PRICING FOR THESE MUST BE INCLUDED IN THE UNIT PRICE)</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
46.1	DUAL CONTAINER AND LIFT WORK LIGHT KIT			
46.2	LIFT CYCLE COUNTER			
46.3	DUAL HOPPER WORK LIGHTS			
46.4	DUAL FLOOD LIGHTS ON TRUCK			
46.5	REMOTE LIFT CONTROLS – AIR TOGGLES			
46.6	20 LB FIRE EXTINGUISHER			
46.7	REMOTE LUBRICATION SYSTEM – PACKER			
46.8	SEVER DUTY WEAR BARS KIT			
46.9	“CAUTION” TRAFFIC DECAL SIGN ON BACK REAR OF THE UNIT FACTORY INSTALLED			
46.10	INSTALLATION OF CITY OF EDINBURG LOGO , DEPARTMENT DECAL AND SAFETY SINAGE			
46.11	INSTALL CITY PROVIDED TWO-WAY RADIO IN ACCORDANCE WITH DEM STANDARDS TO ENSURE WARRANTY			
46.12	FIVE (5) YEAR ON REFUSE BODY, HYDRAULIC PUMP AND SYSTEM. ALL HYDRAULIC CYLINDERS TO HAVE A FIVE (5) YEAR WARRANTY.			
46.13	OEM – REAR SPARE TIRE WITH RIM			
46.14	MUD FLAPS ARE INSTALLED ON THE FRONT AND REAR OF THE TANDEM AXLES.			
<b>47 - DELIVERY, SETUP AND TRAINING:</b>				
47.1	THE TRUCK SHALL BE DELIVERED TO THE CITY OF EDINBURG LANDFILL LOCATED AT 8601 NORTH JASMAN RD, EDINBURG TEXAS 78540 AND SET UP TO WORK AT THE SELLING DEALER’S EXPENSE. TRAINING ON PROPER OPERATION AND MAINTENANCE OF THE COMPACTOR SHALL BE CONDUCTED OVER A TWO (2) DAY PERIOD AND SHALL NOT BE LESS THAN TWELVE (12) HOURS.			
<b>48 - MANUALS:</b>				
		<b>YES</b>	<b>NO</b>	<b>Exception</b>

48.1	TWO SETS EACH OF PARTS MANUALS, OPERATOR'S MANUALS, AND SERVICE MANUALS.			
<b>49 – MACHINE OR EQUIPMENT AVAILABILITY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
49.1	WITHIN 30 DAYS OF ISSUANCE			
49.2	WITHIN 60 DAYS OF ISSUANCE			
49.3	WITHIN 90 DAYS OF ISSUANCE			
49.4	OVER 90 DAYS OF ISSUANCE			
EXPLAIN IF OVER 90 DAYS:				
<b>50 – STANDARD WARRANTY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
50.1	SHALL HAVE NO LESS THAN 1 YEAR OR 100,000 MILE FULL MANUFACTURER'S BASE WARRANTY ON THE CAB AND CHASSIS; ENGINE SHALL HAVE 2 YEARS 250,000 MILE STANDARD ENGINE WARRANTY; TRANSMISSION SHALL HAVE 3 YEAR UNLIMITED MILE WARRANTY; ALL WARRANTIES SHALL INCLUDE PARTS, LABOR, HAULING, TRAVEL, AND MILEAGE REQUIRED AND THE DETAILS OF THIS WARRANTY MUST ACCOMPANY THE BID.			
<b>51 -LISTING OF ALL WASTE FACILITES UTILIZING YOUR EQUIPMENT:</b>				
Please list all contacts and phone numbers ( <b>TEXAS Facilities ONLY</b> )				

Company/Agency	Machine Year and Model	Contact Person	Phone Number	Distance from COE (Miles)	Time Machine in Service and Possession

**52 - AFTER THE SALE SUPPORT - OPERATOR TRAINING:**

Is professional operator training available from your company.	Yes			No	
----------------------------------------------------------------	-----	--	--	----	--

Number of Dealer Full-Time Operator Trainers	Professional Training Class Offered for this Product	Price per Student	Hours per Class	Maximum # of Students per Class
		\$		

**52 - AFTER THE SALE TECHNICAL SUPPORT - MECHANIC TRAINING:**

Is professional technical training available from your company.	Yes			No
-----------------------------------------------------------------	-----	--	--	----

Number of Dealer Full-Time Technical Trainers	Professional Training Classes Offered for this Product	Price per Class	Hours per Class	Maximum # of Students per Class
		\$		

**53 -BID FORM:**

	Company Name:
	Printed Name of Person Submitting Bid:
	Street Address:
	County, State:
	Zip
	Phone Number: (    )
	Fax Number: (    )
	E-mail Address:

53.1	ITEM – (2) RIGHT HAND DRIVE RESIDENTIAL RETRIEVERS AS LISTED ABOVE.	UNIT PRICE	\$
------	---------------------------------------------------------------------	------------	----

54.0	HEAVY DUTY BODY OPTION	\$	COST	
55.0	AVAILABLE EXTENDED WARRANTY(S) CAB AND CHASIS			
55.1	___ YR ___ MILES _____ TYPE _____		COST	
55.2	___ YR ___ MILES _____ TYPE _____		COST	
55.3	___ YR ___ MILES _____ TYPE _____		COST	
56.0	AVAILABLE EXTENDED WARRANTY(S)			
56.1	___ YR ___ MILES _____ TYPE _____		COST	
56.2	___ YR ___ MILES _____ TYPE _____		COST	
56.3	___ YR ___ MILES _____ TYPE _____		COST	
57.1	DELIVERY TIME AFTER AWARD IN DAYS			
<b>***** FOR CITY USE ONLY*****</b>				
FINAL EXTENDED PRICE INCLUDING ALL AVAILABLE OPTIONS AND WARRANTIES LISTED ABOVE (LIST ITEM _____, _____, _____, _____)				

**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  
PURCHASE OF TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER

BID NO. 2017-08

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for PURCHASE OF TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER 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.

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER	<u>Bid</u> Specify
CONTRACT NUMBER: _____ (if applicable)		COMMODITY NUMBER: _____ (if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR**

**PURCHASE OF TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER  
BID NO. 2017-08**

**BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.**

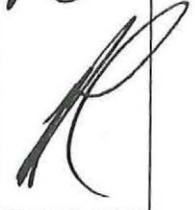
It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **PURCHASE OF TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER.**

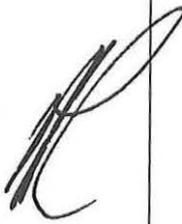
You are invited to submit a sealed bid for the **PURCHASE OF TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER** as requested by the City of Edinburg Solid Waste Department.

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 REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER:**

**MINIMUM BID SPECIFICATIONS  
FOR TWO (2) NEW RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER**

<b>1 - INSTRUCTIONS TO BIDDERS:</b>		<b>INITIAL</b>
1.1	The City of Edinburg owns and operates a Fully Automated Waste Collection Fleet and services 100% of all City Residents and Commercial Establishments. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe a fully automated RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER. The truck shall be capable of handling 30 to 300 gallon refuse containers CURBSIDE and transporting refuse to a landfill and dispensing the load by means of hydraulically ejecting the load from the refuse body. All components and requirements shall be at a minimum as listed in the attached specifications herein describe the minimum acceptable features, performance and operational requirements for a fully automated RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE LOAD RETRIEVER that the City of Edinburg will purchase for use with its Collection Program.	
1.2	The manufacturer of all equipment provided under this contract shall be ISO 9001-2008 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2012.	
		<b>INITIAL</b>

1.3	<p>All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. By checking, any of the "NO" spaces the bidder states that the product being bid does not conform to that minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet, which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b>, referencing applicable paragraph(s), and <b>explained in detail on a separate page titled "Exceptions"</b>. Otherwise, it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. <b>However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable.</b> Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	
1.4	<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor, which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.</p>	

2 - BASIC SPECIFICATIONS:		YES	NO	Exception
CAB AND CHASIS (CLASS "A" CHASIS)		✓		
MAKE:	MODEL:	YEAR:		
2.1	CAB SHALL BE OF CAB OVER DESIGN	✓		
2.2	CAB SHALL MEET THE FOLLOWING CRITERIA MUST BE AN ALUMINUM CAB, <u>RIGHT</u> HAND DRIVE	✓		
2.3	AIR RIDE HIGH BACK DRIVER VINYL SEAT	✓		
2.4	AIR CONDITIONER/ HEATER/ DEFROSTER FACTORY INSTALLED	✓		
2.5	PASSENGER SEAT LOW BACK VINYL. NON-AIR	✓		
2.6	INSIDE THE CAB COLOR IS GREY	✓		
		YES	NO	Exception

2.7	OUTSIDE COLOR IS WHITE	✓		
2.8	RADIO AM/FM	✓		
2.9	BACK UP ALARM	✓		
2.10	2 CONVEX 8" MIRROR	✓		
2.11	SHALL HAVE A, WARNING LIGHT BATTERY DISCONNECT SWITCH ENGAGED (MARKER LIGHT)	✓		
2.12	SHALL HAVE DAYTIME RUNNING LIGHTS	✓		
2.13	4.5" RUBBER FLARES ON CAB	✓		
2.14	ADJUSTABLE STEERING COLUMN – TILT/TELESCOPE	✓		
2.15	REAR WINDOW BACK OF CAB DARK TINT	✓		
2.16	TWO PIECE FLAT WINDSHIELD	✓		
2.17	SSTL - LH/RH TRI-PLANE MIRRORS, HEATED	✓		
2.18	(1) AIR HORN 24.5" CHROME – ROUND W/HORN SHIELD	✓		
2.19	CAB TILT PUMP AIR ASSIST	✓		
2.20	ELECTRIC WINDSHIELD WIPERS	✓		
2.21	TRIANGLE REFLECTORS KIT SHIPPED LOOSE	✓		
2.22	MAIN TRANSMISSION OIL TEMPERATURE GAUGE	✓		
2.23	AIR RESTRICTION INDICATOR	✓		
2.24	HEADLIGHTS DUAL RECTANGULAR HALOGEN	✓		
2.25	(5) LIGHT GUARDS ON MARKER LIGHTS	✓		
2.26	(5) LED CLEARANCE WITH (2) LED MARKER LIGHTS	✓		
2.27	NON FURNISHED STOP/TAIL/BACKUP LIGHTS	✓		
<b>3 – ENGINE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

3.1	THE ENGINE SHALL HAVE A RATING OF 345@1900; GOV@2100 1150@1400	✓		
3.2	SHALL HAVE AN ENGINE PROTECTION SHUTDOWN	✓		
3.3	ALTERNATOR 200 AMP	✓		
3.4	BATTERY DISCONNECTION SWITCH	✓		
3.5	ENGINE IDLE SHUTDOWN TIME ENABLED	✓		
3.6	EFFECTIVE PTO AND THROTTLE PROVISION	✓		
3.7	CARB ENGINE IDLING COMPLIANCE	✓		
3.8	12V STARTER	✓		
3.10	3 PREMIUM 12V DUAL PURPOSE BATT 2100 CCA	✓		
3.11	2 SPEED FAN CLUTCH FOR FREQUENT START/STOPS	✓		
3.12	18.7 CFM AIR COMPRESSOR	✓		
3.13	FUEL FILTER, UNHEATED	✓		
3.14	HIGH EFFICIENCY COOLING SYSTEM	✓		
3.15	WING NUT STYLE MOUNTED GRILLE	✓		
3.16	16" FVG AIR CLEANER HORIZONTAL MOUNTED	✓		
3.17	EXHAUST VERTICAL LH	✓		
3.18	CURVED TIP STANDPIPE(S)	✓		
<b>4 - POWERTRAIN/TRANSMISSION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
4.1	ALLISON 4500 RDSP HD GEN 5 - TRANSMISSION SHALL BE FULLY AUTOMATIC	✓		
4.2	ALLISON SIX SPEED CONFIGURATION, WIDE RATIO GEARS	✓		
4.3	1810 HD DRIVELINE, 1 MIDSHIP BEARING	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>

4.4	CONSOLE MOUNTED PUSH BUTTON SHIFTER	✓		
4.5	ALLISON RDS AUTO NEUTRAL AK	✓		
4.6	ALLISON LOAD BASED SHIFT SCHEDULE (LBSS)	✓		
4.7	CONSOLE MOUNTED PUSH BUTTON SHIFTER	✓		
<b>5 – FRAME AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
5.1	SHALL HAVE 10-3/4" STEEL RAILS, WITH 3/8" RAIL THICKNESS, AND FULL STEEL INNER LINER	✓		
5.2	SHALL HAVE 2,136,000 RBM; WITH A YIELD STRENGTH: 120,000 PSI	✓		
5.3	SHALL BE EQUIPPED WITH (2) FRONT SOLID MOUNT CABLE HOOKS.	✓		
5.4	FEPTO PROVISION 9INCH BUMPER EXTENSION; TO INCLUDE A 1350 SERIES FRONT DRIVE PTO ATTACHMENT PROVISION, RADIATOR WITH PTO CUT-OUT IN GRILLE, RADIATOR PROTECTION SLEEVE AND BUMPER EXTENSION	✓		
5.5	EOF SQUARE WITH STEEL XMBR			
<b>6 – FRONT AXLE AND EQUIPMENT :</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
6.1	SHALL BE EQUIPPED WITH DANA SPICER D2000F, 20,0000 LBS, 3.5 INCH DROP	✓		
6.2	SHALL BE EQUIPPED WITH, TAPER LEAF SPRINGS, WITH HEAVY RESISTANCE SHOCKS 20,000 LBS	✓		
6.3	SHALL BE EQUIPPED WITH POWER STEERING	✓		
6.4	SHALL BE EQUIPPED WITH BENDIX AIR CAM FRONT DRUM BRAKES 16.5X6 RATED UP TO 22,000LB STEER AXLES	✓		
6.5	PHP10 IRON PRESET PLUS HUBS	✓		
6.6	5INCH DROP IPO STD. 3.5INCH, FRONT AXLE	✓		
<b>7 – REAR AXLE AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

7.1	SHALL BE EQUIPPED WITH DANA SPICER D46-170; 46,000 LBS REARS	✓		
7.2	SHALL BE EQUIPPED WITH DIFFERENTIAL LOCKS BOTH AXLES	✓		
7.3	SHALL BE EQUIPPED WITH, RATIO 5.25 REAR AXLE	✓		
7.4	PHP10 IRON PRESET PLUS HUBS	✓		
7.5	LONG STROKE PARKING BRAKES, DRIVE AXLE(S)	✓		
7.6	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES	✓		
7.7	REAR BRAKE CAMSHAFT REINFORCEMENT	✓		
7.8	SBM VALVE	✓		
7.9	ANTI-LOCK BRAKING SYSTEM (ABS)	✓		
7.10	SYNTHETIC AXLE LUBRICANT – ALL AXLES	✓		
7.11	BENDIX AIR CAM REAR DRUM BRAKES 16.5X8.6	✓		
7.12	HENDRICKSON HUALMAAX HMX 460 46,000LB, 54INCH AXLE	✓		
7.13	SHOCK ABSORBERS FOR HMX SUSPENSION	✓		
<b>8 – TIRES AND WHEELS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
8.1	FRONT TIRE 20PLY 315/80R22.5	✓		
8.2	REAR TIRES 16PLY 11R22.5	✓		
8.3	FRONT RIMS ALUMINUM	✓		
8.4	REAR RIMS STEEL	✓		

9 –BATTERY BOX , BUMPER AND ELECTRIC EQUIPMENT:		YES	NO	Exception
9.1	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH UNDER CAB	✓		
9.2	BUMPER – ALUMINUM STAINLESS STEEL CLAD CHANNEL WITH TWO TOW PINS	✓		
10 - FUEL TANKS:		YES	NO	Exception
10.1	23" ALUMINUM 70 GAL.	✓		
10.2	LOCATION RH BOC REAR-MOST 70 GALLON	✓		
10.3	FUEL COOLER	✓		
10.4	TOP OF FUEL TANK 5" BELOW TOP OF FRAME	✓		
10.5	DEF TANK MOUNTED LH BOC	✓		
10.6	DEF TANK 320	✓		
11 – AIR:		YES	NO	Exception
11.1	SHALL HAVE A BENDIX AD-IS EP AIR DRYER WITH HEATER	✓		
11.2	BERG PULL CORD DRAIN VALVE(S) – ALL AIR TANKS	✓		
11.3	NYLON CHASSIS HOSE	✓		
11.4	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – LH BOC	✓		
11.5	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – RH BOC	✓		
12 – CAPACITY:		YES	NO	Exception
12.1	THE PACKER BODY SHALL HAVE A CAPACITY, EXCLUDING THE HOPPER, OF NOT LESS THAN: 33 YD <sup>3</sup> (BUSTLE GATE)	✓		
12.2	THE HOPPER SHALL HAVE A CAPACITY OF FIVE AND TWO-TENTHS (5.2) CUBIC YARDS.	✓		
12.3	THE STRUCTURAL INTEGRITY OF THE BODY SHALL ALLOW HIGH DENSITY LOADING OF UP TO 1,000 POUNDS PER CUBIC YARD OF NORMAL REFUSE.	✓		
13 – BODY DIMENSIONS:		YES	NO	Exception

13.1	MAXIMUM OUTSIDE BODY WIDTH SHALL BE 96".	✓		
13.2	MAXIMUM OVERALL LENGTH OF THE BODY, TAILGATE AND LOADER ASSEMBLY COMBINED SHALL NOT EXCEED THE FOLLOWING: 33 YD <sup>3</sup> - 319"	✓		
13.3	THE MAXIMUM INSIDE BODY WIDTH SHALL BE 91".	✓		
13.4	THE MAXIMUM INSIDE BODY HEIGHT SHALL BE 82".	✓		
13.5	THE MAXIMUM OUTSIDE BODY HEIGHT ABOVE CHASSIS SHALL BE 98".	✓		
13.6	HOPPER WIDTH SHALL BE 80".	✓		
13.7	HOPPER LENGTH SHALL BE 69.5".	✓		
13.8	HOPPER DEPTH ON THE CURBSIDE, INCLUDING 6" RUBBER FLAP, SHALL BE 66".	✓		
13.9	HOPPER DEPTH ON THE STREET SIDE SHALL BE 75".	✓		
<b>14 - BODY CONSTRUCTION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
14.1	THE BODY INTERIOR SHALL HAVE A SMOOTH FLAT FLOOR WITHOUT A TROUGH. THE SIDES AND ROOF SHALL BE SMOOTH CURVED CONSTRUCTION. ALL MATERIALS SHALL BE STEEL UNLESS OTHERWISE SPECIFIED.	✓		
14.2	IN ORDER TO PREVENT DAMAGE FROM CORROSION AND FIRE, NO HYDRAULIC CYLINDERS, VALVE OR OTHER HYDRAULIC COMPONENTS SHALL COME IN CONTACT WITH REFUSE PACKED INTO THE BODY.	✓		
14.3	BODY SIDES AND ROOF SHALL BE OF CURVED STRESS SKIN CONSTRUCTION INTERFACING WITH THE CORNER MAINFRAME BOLSTERS. ALL SIDEWALL AND ROOF MEMBERS SHALL BE CONTINUOUS WELDED.	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>

14.4	FLOOR SHALL BE FLAT FULL WIDTH AND SHALL NOT HAVE INBOARD GUIDE RAILS OR A TROUGH. THE FLOOR SHALL BE A MINIMUM .1875", 184,000 PSI MINIMUM YIELD AR400 STEEL PLATE AND SHALL BE REINFORCED WITH ONE PIECE FULL WIDTH AND INTERLACED 3" X 6" X 10 GA., 80,000 PSI MINIMUM YIELD CHANNELS NOMINALLY LOCATED ON 18" CENTERS SO AS TO WITHSTAND CONTINUOUS OPERATION AT MAXIMUM IMPOSED LOADS WITHOUT HARMFUL DEFORMATION OR EXCESSIVE WEAR. ALL BODY FLOOR MEMBERS SHALL BE CONTINUOUS WELD.	✓		
14.5	BODY ROOF SHALL BE MINIMUM 8 GA., 80,000 PSI MINIMUM YIELD HI-TENSILE STEEL SHEET FULLY WELDED TO A FULL LENGTH 8 GA. INNER AND 11 GA. OUTER, 80,000 PSI MINIMUM YIELD ROOF CROWN RAIL TO CONTAIN AND DISSIPATE FORCES EQUALLY THROUGH THE BODY STRUCTURE. FRONT AND REAR LATERAL ROOF BOW SHALL BE 2" X 8" X .25", A500, GR. B, 46,000 PSI MINIMUM YIELD.	✓		
14.6	BODY SIDES SHALL BE A MINIMUM 8 GA., 80,000 PSI MINIMUM YIELD HI-TENSILE STEEL SHEET FULLY WELDED TO A ROOF CROWN RAIL AND TO THE 4.7" X 18" FLOOR SKIRT RAIL.			
14.7	REAR MAINFRAME BODY SIDE BOLSTERS SHALL BE A MINIMUM OF 3" X 20" AT THE MID SPAN SECTION AND 5" X 20" AT THE MAJOR UPPER AND LOWER CONNECTING POINTS OF THE MAINFRAME. THE BOLSTERS SHALL BE CONTOUR SHAPED TO THE SIDEWALL AND FORMED FROM MINIMUM 7 GA., 80,000 PSI MINIMUM YIELD STEEL. THE FRONT MAINFRAME BODY SIDE BOLSTERS SHALL BE A MINIMUM OF 3.7" X 8.6" AT THE MID SPAN SECTION AND 5" X 8.6" AT THE MAJOR UPPER AND LOWER CONNECTING POINTS OF THE MAINFRAME. THE BOLSTERS SHALL BE CONTOUR SHAPED TO THE SIDEWALL AND FORMED FROM MINIMUM 8 GA. X 80,000 PSI MINIMUM YIELD STEEL. THE REINFORCEMENT BOLSTERS SHALL BE FULLY WELDED TO THE CURVED BODY SIDE SHEETS.	✓		
14.8	FLOOR LONGITUDINAL LONG MEMBERS SHALL BE FORMED TRAPEZOIDAL SHAPE 9.6" X 11" WITH A 3.3" BASE SILL OF 7 GA., 80,000 PSI MINIMUM YIELD FORMED CHANNELS.	✓		
		YES	NO	Exception
14.9	PACKER PANEL GUIDE RAIL BOTTOM EDGE SHALL BE LOCATED 3.7" ABOVE LONGITUDINAL FLOOR CORNERS AND INTEGRAL TO BODY FLOOR SHEETS. THE GUIDE RAIL CHANNEL SHALL HAVE INTERIOR DIMENSIONS OF 3.5" X	✓		

	4.2". THE TOP FLANGE OF THE GUIDE RAIL CHANNEL SHALL BE REINFORCED WITH A 45° PLATE, WHICH SHALL ALSO SERVE AS A SELF-CLEANING DEVICE.	✓		
14.10	THE BODY AND ATTACHING PARTS SHALL BE SEALED WITH TERSOTAT JOINT SEALER AND CAVITY COAT FOR RUST PREVENTION PROTECTION.	✓		
14.11	THE BODY SHALL BE UNDERCOATED WITH A THIXOTROPIC MATERIAL TO PROVIDE PROTECTION TO THE UNDERSIDE OF THE REFUSE BODY.	✓		
<b>15 – HOPPER CONSTRUCTION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
15.1	HOPPER SHALL BE OF FLAT FLOOR AND STRAIGHT VERTICAL SIDEWALLS. HOPPER SHALL BE DESIGNED TO PROPERLY HANDLE THIRTY (30) GALLON THROUGH THREE HUNDRED (300) GALLON AUTOMATED SIDE LOADER CARTS.	✓		
15.2	HOPPER LONG MEMBERS SHALL BE FORMED TRAPEZOIDAL SHAPE 9.6" X 11" X 3.3" BASE SILL OF 7 GA., 80,000 PSI MINIMUM YIELD FORMED STEEL CHANNELS.	✓		
15.3	HOPPER FLOOR SHALL BE CONSTRUCTED OF A MINIMUM .25" 184,000 PSI MINIMUM YIELD AR400 STEEL PLATE.	✓		
15.4	HOPPER SIDES SHALL BE CONSTRUCTED OF A MINIMUM .1875" AR400 ABRASION RESISTANT PLAT STEEL WITH TYPICAL 184,000 PSI TENSILE STRENGTH AND 145,000 PSI TYPICAL YIELD STRENGTH	✓		
15.5	A HOPPER SUMP SHALL BE PROVIDED IN FORWARD FLOOR AREA OF THE HOPPER. SUMP SHALL HAVE A 40 GALLON MINIMUM CAPACITY AND HAVE DUAL CLEAN-OUT DOORS, 14.5" WIDE X 7" HIGH, ON EACH SIDE OF THE BODY. A TOOL, WITH HANGER BRACKETS, FOR EASY CLEANOUT SHALL BE PROVIDED.	✓		
15.6	AN ACCESS DOOR OPENING, 26.75" WIDE X 36.25" HIGH, SHALL BE PROVIDED ON HOPPER LEFT HAND SIDE WALL. FOLDING STEPS AND GRAB HANDLES SHALL BE PROVIDED TO EASE ENTRY.	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
15.7	THE FRONT OF THE HOPPER, FORWARD OF THE PACKER MECHANISM, SHALL BE ACCESSIBLE BY REMOVING A 79.75" WIDE X 36" HIGH EXPANDED METAL SCREEN.	✓		
15.8	A FRONT HOPPER HOOD SHALL BE INCLUDED			
<b>16- PACKING MECHANISIM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

16.1	A HYDRAULICALLY ACTUATED PACKER TRAVERSING A MINIMUM OF 60", WHILE PACKING, SHALL CLEAR THE HOPPER OF MATERIAL WITH A MAXIMUM CYCLE TIME OF FOURTEEN (14) SECONDS. A PROXIMITY SWITCH WILL AUTOMATICALLY REVERSE THE PACKING CYCLE AND RETURN THE PACKING PANEL TO THE FRONT HEAD. AN AUTOMATIC BACK-UP REVERSING MEANS SHALL BE PROVIDED SHOULD THE PACKING PANEL BE UNABLE TO REACH THE REARMOST PACKING POSITION OF 60".	✓		
16.2	THE PACKING PANEL FACE SHEET SHALL BE CONSTRUCTED OF A MINIMUM .25", 80,000 PSI MINIMUM YIELD, AND ABRASION RESISTANT STEEL PLATE.	✓		
16.3	A SPILL SHIELD, FABRICATED FROM 11 GA., 50,000 PSI MINIMUM YIELD STEEL SHALL BE AFFIXED TO THE TOP OF THE PACKING PANEL.	✓		
16.4	THE PACKER PANEL AND SPILL SHIELD SHALL BE REINFORCED WITH A COMBINATION OF STRUCTURAL MEMBERS FOR MAXIMUM RIGIDITY.	✓		
16.5	HOPPER ZONE GUIDE RAILS (2) IN THE SIDE OF THE BODY SHALL BE COMPRISED OF A .25", 50,000 PSI MINIMUM YIELD FORMED ANGLE WELDED TO 3.5" X 3.5" X .3125" ASTM A500 TUBING ON EACH SIDE OF BODY. THE TUBING SHALL RUN THE FULL INTERIOR LENGTH OF THE HOPPER AND EXTEND 28" INTO THE BODY.	✓		
16.6	HOPPER ZONE GUIDE RAILS SHALL BE CLAD ON EACH SIDE IN THE FOLLOWING MANNER:	✓		
	1. TOP WEAR BAR, .25" THICK X 2" WIDE, 145,000 PSI MINIMUM YIELD, AR STEEL.	✓		
	2. SIDE WEAR BAR, .25" THICK X 2.5" WIDE, 145,000 PSI MINIMUM YIELD, AR STEEL.	✓		
	3. BOTTOM WEAR BAR, .25" THICK X 2.5" WIDE, 145,000 PSI MINIMUM YIELD, AR STEEL	✓		
		YES	NO	Exception
16.7	THE GUIDE PERCH ON EACH SIDE OF THE PACKER PANEL SHALL BE 3" X 6" X .25" ASTM A500 GRADE B STRUCTURAL TUBING CLAD IN THE FOLLOWING MANNER:	✓		
	1. TOP WEAR BAR, .25" THICK X 2" WIDE X 35" LONG, 145,000 PSI MINIMUM YIELD, AR STEEL.	✓		
	2. SIDE WEAR BAR, .25" THICK X 2" WIDE X 35" LONG, 145,000 PSI MINIMUM YIELD, AR STEEL.	✓		

	3. BOTTOM WEAR BAR, .375" THICK X 3.5" WIDE X 35" LONG, 145,000 PSI MINIMUM YIELD, AR STEEL.	✓		
16.8	THE PACKER PANEL SHALL BE PROVIDED WITH BOLT-ON LUGS FOR EACH OF THE TWO (2) PACKING CYLINDERS. THE CYLINDERS SHALL BE ATTACHED TO THE PACKER PANEL LUGS VIA 2" DIAMETER PINS. CYLINDER REMOVAL MAY BE ACCOMPLISHED BY EITHER PULLING THE PINS OR REMOVING THE ENTIRE BOLT-ON LUGS. THE LUGS SHALL BE ATTACHED TO THE PACKING PANEL WITH SIX (6) .75" DIAMETER BOLTS FOR EACH LUG ASSEMBLY	✓		
16.9	THE BODY FRONT HEAD SHALL ALSO BE PROVIDED WITH BOLT-ON LUGS FOR PACKING CYLINDERS. THE LUGS SHALL RETAIN EACH CYLINDER PIN WITH SIX (6) .75" DIAMETER BOLTS.	✓		
16.10	THE PACKER WILL BE HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING MULTI-STAGE CYLINDERS HAVING CHROME PLATED TUBES, AND SHALL HAVE SPHERICAL BEARINGS ON BOTH ENDS. 5.5"X4.5"X3.5" BORE X 182" STROKE	✓		
16.11	PACKING FORCE SHALL BE A MINIMUM OF 83,000 POUNDS. CYLINDER FORCE SHALL BE A MINIMUM OF 118,000 POUNDS.	✓		
16.12	THE PACKER SHALL BE DESIGNED TO ALLOW DUMPING OF A CONTAINER REGARDLESS OF THE POSITION OF THE PACKING PANEL DURING THE COMPACTION CYCLE.	✓		
16.13	THE PACKING MECHANISM SHALL BE CAPABLE OF EXTENDING TO THE REARMOST END OF THE BODY, PAST FULL PACK POSITION, TO PROVIDE OFF-LOADING FUNCTION WHEN THE TAILGATE IS RAISED.	✓		
16.14	THE PACKER CYLINDER GREASE ZERKS THAT ARE LOCATED ON THE ROD AND BASE END SHALL BE EQUIPPED WITH A REMOTE LUBE SYSTEM THAT IS ACCESSIBLE FROM THE GROUND	✓		
<b>17 - TAILGATE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
17.1	THE 5.3 CUBIC YARD (BUSTLE) OR 1 CUBIC YARD (FLAT) TAILGATE MUST BE ONE PIECE TOP HINGED, AND SHALL HYDRAULICALLY OPEN APPROXIMATELY 30° ABOVE HORIZONTAL.	✓		
17.2	TAILGATE SHALL BE CONSTRUCTED OF A MINIMUM 10 GA., 80,000 PSI MINIMUM YIELD ON REAR AND SIDE WALLS.	✓		

17.3	THE BUSTLE TAILGATE SHALL BE REINFORCED BY A MINIMUM 12 GA., 80,000 PSI MINIMUM YIELD HORIZONTAL BOXED BRACE.	✓		
17.4	THE TAILGATE WILL BE SECURED TO THE BODY BY TWO (2) SETS OF HINGES WITH 2" HINGE PINS AT THE ROOF LINE.	✓		
17.5	A HEAVY DUTY REAR DOOR POSITIVE SEAL OF RUBBERIZED GASKET MATERIAL SHALL BE INSTALLED THE FULL LENGTH OF THE BOTTOM AND 56.5" UP SIDES OF TAILGATE TO PREVENT LEAKAGE.	✓		
17.6	THE TAILGATE SHALL BE RAISED AND LOWERED HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING CYLINDERS WITH A MINIMUM 3" BORE X 35.25" STROKE X 1.5" DIAMETER CHROME PLATED ROD. CYLINDER DESIGN SHALL INCLUDE AN ORIFICE FITTING IN THE BASE PORT, WHICH SHALL PREVENT RAPID DESCENT OF THE TAILGATE IN THE EVENT OF A HYDRAULIC FAILURE.	✓		
17.7	THE TAILGATE SHALL BE LOCKED BY TWO (2) CYLINDERS HAVING A MINIMUM 3" BORE X 1.5" DIAMETER HARDENED CHROME PLATED ROD X 3.62" STROKE.	✓		
<b>18 – LIFTING MECHANISM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
18.1	THE LIFT BASE SHALL SUPPORT THE LIFT ARM, THE DUMP ARM, THE LEVEL PIVOT, THE LEVEL LINK, THE PIVOT LINK, AND THE REACH LINK. THE LIFT BASE SHALL REST ATOP THE CHASSIS FRAME RAILS FOR SUPERIOR VERTICAL DISTRIBUTION OF LOADS INDUCED INTO THE CHASSIS FRAME RAILS AND <b><u>MUST BE COMPATIBLE AND MOUNTED FOR CURBSIDE PICKUP; ON A RIGHT HAND DRIVE UNIT. LIFT MECHANISMS MOUNTED ALONGSIDE THE CHASSIS FRAME WILL NOT BE ACCEPTED.</u></b> THE LIFT BASE SHALL CONSIST OF A .75" X 16" X 61", 50,000 PSI MINIMUM YIELD, SURFACE PLATE FOR CHASSIS FRAME MOUNTING AND SHALL BE REINFORCED BY FOUR (4) VERTICAL RIBS FOR RIGIDITY AND ARM PIVOT PLACEMENT. THE RIBS SHALL UTILIZE .75" X 6.5", 50,000 PSI MINIMUM YIELD STEEL. THE FRONT-TO-REAR MOUNTING LENGTH SHALL NOT EXCEED 18".	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
18.2	THE LIFT ARM SHALL CONSIST OF A 4.5" X 9.5" FABRICATED STRUCTURE WITH A 4" X 3" STRUCTURAL TUBE TO SERVE AS SUPPORT FOR THE DUMP ARM.	✓		
18.3	THE DUMP ARM SHALL CONSIST OF A 4" X 3" STRUCTURAL TUBE THAT WILL SUPPORT THE APPROPRIATE GRABBERS DETERMINED BY LOCAL DEMANDS.	✓		
18.4	THE LEVEL PIVOT SHALL BE A FABRICATED CHANNEL WITH A 4.7" WEB X 8.2" FLANGES X .25", 50,000 PSI MINIMUM YIELD STEEL.	✓		

18.5	THE LEVEL LINK SHALL BE A 1.5" X 3" X 0.188" STRUCTURAL TUBE MACHINED AT EACH END FOR STEEL SPHERICAL BEARINGS AND TWO (2) 1.5" X 4" TGP PINS.	✓		
18.6	THE PIVOT LINK SHALL BE A 3" X 3" X 0.375" STRUCTURAL TUBE MACHINED FOR A CONNEX STEEL BUSHING OF AISI 615C ON THE TOP END, AND A 2" SPHERICAL BEARING ON THE BOTTOM END. THE CONNEX BEARING SHALL BE SEALED BY (2) GARLOCK 9220, "U-CUP" 90 DUROMETER URETHANE SEALS. BOTH ENDS SHALL BE SUPPORTED BY TWO (2) 2" X 3.5" TGP1045RC55-NOM24RMS PINS.	✓		
18.7	THE REACH LINK SHALL CONSIST OF TWO (2) PARALLEL 3" X 5" X .375" STRUCTURAL TUBES LINKED MIDSPAN AND PROPERLY LINED BORED EACH END FOR FOUR (4) CONNEX BUSHINGS OF AISI 615C, SEALED BY TWO GARLOCK 9220 "U-CUP" 90 DUROMETER URETHANE SEALS, AND SUPPORTED BY ONE (1) 3" X 14.5" TGP1045RC55-NOM24RMS UPPER PIN AND ONE (1) 3" X 13.4" TGP1045RC55-NOM24RMS LOWER PIN.	✓		
18.8	THE LIFTING MECHANISM SHALL BE CAPABLE OF LIFTING CONTAINERS RANGING FROM 30-300 GALLONS AT LEVEL CONTAINER PLACEMENT, AND SHALL BE CAPABLE OF EXTENDING, GRABBING, RAISING, DUMPING, AND RETURNING A CONTAINER FROM ANY POSITION WITHOUT THE NEED TO "RETRACT" THE LIFT ARM AND SHALL PERFORM THE FOLLOWING LIFT CYCLE FUNCTIONS IN APPROXIMATELY EIGHT (8) SECONDS AT ENGINE IDLE.	✓		
18.9	THE LIFT SHALL BE POWERED BY THREE (3) HYDRAULIC CYLINDERS WITH CUSHIONS AT EACH END OF THE STROKE.	✓		
		YES	NO	Exception
18.10	THE RAISE AND REACH CYLINDERS SHALL HAVE HARDENED AND CHROME PLATED RODS AND SHALL BE MANUFACTURED BY JOHN DEERE. CONTROL VALVES SHALL BE DIRECT ACTING, FEATHER-ABLE, AIR ACTUATED.	✓		
18.11	THE LIFT MECHANISM SHALL TRAVERSE THE CONTAINER FROM THE POINT OF ENGAGEMENT TO THE ELEVATED AND ROTATED POSITION OF DISCHARGE THROUGH A COMPOUND ELLIPTICAL CURVE DEVOID OF ABRUPT DIRECTIONAL CHANGES AND HIGH GRAVITY FORCES TO PRESERVE CONTAINER STRUCTURAL INTEGRITY AND GREATLY REDUCE CONTAINER MAINTENANCE.	✓		
<b>19 -HYDRAULICS:</b>		YES	NO	Exception

19.1	THE MAXIMUM OPERATING PRESSURES SHALL BE 2500 PSI.	✓		
19.2	THE HYDRAULIC SYSTEM SHALL OPERATE AT AN ACCEPTABLE TEMPERATURE WITHOUT THE NEED FOR EXTERNAL HYDRAULIC OIL COOLING DEVICES.	✓		
19.3	THE HYDRAULIC PUMP SHALL BE A FRONT ENGINE, CRANK DRIVEN, DENISON TANDEM VANE PUMP WITH ELECTRONIC OVER-SPEED CONTROL. THE COMBINED FLOW SHALL BE 28 GPM @ 800 RPM. THE LIFT OPERATION SHALL BE LIMITED TO 18 GPM @ 800 RPM. THE PUMP SHALL COMBINE FLOW TO 44 GPM @ 1200 RPM IN ORDER TO OPERATE THE PACKER PANEL PUMP. PUMP SHALL COMPLY WITH SPECIFICATION 219-2305 OR EQUAL.	✓		
19.4	ALL HYDRAULIC TUBES WILL BE SECURELY CLAMPED TO PREVENT VIBRATION, ABRASION, AND EXCESSIVE NOISE.	✓		
19.5	ALL HYDRAULIC HOSES SHALL CONFORM TO SAE STANDARDS FOR DESIGNED PRESSURE. ALL HIGH PRESSURE HOSES SHALL BE SLEEVED WITH FABRIC GUARD FOR ADDED PROTECTION.	✓		
19.6	THE HYDRAULIC RESERVOIR SHALL HAVE A 50 GALLON GROSS CAPACITY AND A 45 GALLON NET CAPACITY.	✓		
19.7	THE TANK SHALL BE COMPLETE WITH A SCREENED FILL PIPE AND CAP, FILTER BREATHER, CLEAN OUT COVER, OIL LEVEL SIGHT AND TEMPERATURE GAUGE, AND SUCTION LINE SHUT-OFF VALVE.	✓		
		YES	NO	Exception
19.8	THE HYDRAULIC SYSTEM SHALL BE PROTECTED BY A THREE (3) MICRON, IN TANK, RETURN LINE FILTER ALONG WITH A 100 MESH (140 MICRON) REUSABLE OIL STRAINER IN THE SUCTION LINE.	✓		
19.9	THE RETURN LINE FILTER SHALL ALSO INCLUDE AN IN-CAB FILTER BY-PASS MONITOR, WHICH SHALL ALERT THE OPERATOR OR SERVICE PERSONNEL WHEN THE FILTER IS IN NEED OF REPLACEMENT.	✓		
19.10	A HYDRAULIC PUMP SHUT DOWN SYSTEM SHALL ALSO BE INCLUDED, WHICH SHALL PROHIBIT PROLONGED OPERATION OF THE HYDRAULICS WHEN THE FILTER IS IN THE BY-PASS MODE.	✓		
<b>20 – LUBRICATION:</b>		YES	NO	Exception
20.1	ALL BODY HINGES, CYLINDER ROD ENDS, CYLINDER BASE TRUNNIONS AND HIGH CYCLE PIVOT POINTS SHALL BE SUPPLIED WITH GREASE FITTINGS.	✓		

21 - CONTROLS:		YES	NO	Exception
	THE LIFT CONTROLS SHALL BE A COMBINATION OF ELECTRIC OVER AIR OVER HYDRAULIC AND AIR OVER HYDRAULIC AND LOCATED IN THE CAB CONVENIENT TO THE OPERATOR.	✓		
21.1	1. THE REACH AND LIFT SHALL BE DIRECT AIR OVER HYDRAULIC FOR THE X-X AXIS AND Y-Y AXIS FUNCTIONS TO BE CONTROLLED BY APPROPRIATE MOVEMENT OF THE JOYSTICK.	✓		
	2. THE GRABBER FUNCTIONS SHALL BE ELECTRIC OVER AIR OVER HYDRAULIC AND SHALL BE CONTROLLED BY THUMB SWITCHES ON THE UPPER PORTION OF THE JOYSTICK.	✓		
21.2	THE LIFT CONTROLS SHALL BE SELF-CENTERING TYPE, RETURNING TO THE NEUTRAL POSITION WHEN RELEASED. THESE CONTROLS SHALL DIRECT OIL FLOW VIA A THREE (3) SECTION "ON-COMMAND" VALVE.	✓		
21.3	SELECTABLE AUTO-DUMP AND AUTO-STOW SHALL BE PROVIDED.	✓		
		YES	NO	Exception
21.4	THE PACKER BUTTON CONTROLS SHALL BE ELECTRICAL PUSH BUTTONS LOCATED IN THE CAB CONVENIENT TO THE OPERATOR. SEPARATE PUSH BUTTONS SHALL BE PROVIDED FOR "PACK" AND "RETRACT" TO PROVIDE COMPLETE PACKER PANEL MOVEMENT CONTROL IN EITHER DIRECTION. PUSHING THE "PACK" BUTTON SHALL AUTOMATICALLY EXTEND AND RETRACT THE PACKER PANEL FOR A COMPLETE CYCLE.	✓		
21.5	AN EMERGENCY ON/OFF BUTTON SHALL BE PROVIDED TO STOP PACKER PANEL MOVEMENT DURING THE EXTEND OR RETRACT CYCLES.	✓		
21.6	TAILGATE RAISE AND TAILGATE LOCK CONTROLS SHALL BE INDIVIDUALLY CONTROLLED BY PNEUMATIC TOGGLE SWITCHES INSIDE THE CAB.	✓		
22 - HYDRAULIC HOSES:		YES	NO	Exception
22.1	ALL HYDRAULIC HOSES SHALL CONFORM TO S.A.E STANDARDS FOR DESIGNED PRESSURE. BENDS SHALL NOT BE MORE THAN RECOMMENDED BY S.A.E. STANDARDS. FLAT SPOTS IN HOSES WILL NOT BE ACCEPTABLE.	✓		
22.2	ALL PRESSURE HOSES SHALL BE PROTECTED WITH FABRIC GUARD	✓		

<b>23 - ELECTRICAL:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
23.1	A MOBILE CONTROLLER WITH CONTROL CENTER AND DISPLAY SHALL BE PROVIDED IN THE CAB TO MONITOR SYSTEM FUNCTIONS AND OPERATION OF THE TRUCK. THIS CONTROLLER SHALL BE ABLE TO WITHSTAND THE VIBRATION, MOISTURE, DIRT INGRESS, AND CLIMATE VARIATIONS THAT ARE PRESENT IN THE CAB OF THE VEHICLE. THE CONTROLLER SHALL USE SOLID-STATE TECHNOLOGY WITH NO MECHANICAL RELAYS OR SWITCHES INSIDE THE CONTROLLER. THIS CONTROLLER SHALL USE IEC 61131-3 SOFTWARE AND WILL HAVE SAE J1939 BUILT INTO THE CONTROLLER FOR COMMUNICATION TO THE VEHICLE POWERTRAIN. THE MOBILE CONTROLLER SHALL BE INSTALLED INSIDE THE TRUCK CAB AND SHALL DISPLAY SELF-DIAGNOSING ERROR CODES IN READABLE TEXT FORMAT WHICH IDENTIFY THE POTENTIAL TROUBLE SOURCE. BOTH AUDIO AND TEXT ALERTS MUST BE MADE AVAILABLE TO AID IN LOCATING TROUBLE SOURCE.	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
23.2	ALL ELECTRICAL WIRING CONNECTORS TO BE AUTOMOTIVE DOUBLE-SEAL, WITH WIRING IN SPLIT CONVOLUTED LOOM. ALL WIRING CONNECTIONS TO BE SOLDERED WITH RUBBER MOLDED COVERING OR CRIMP TYPE CONNECTORS WITH SHRINK WRAP. UNPROTECTED WIRING IN ANY APPLICATION IS UNACCEPTABLE.	✓		
23.3	ALL SWITCHES NOT MANUALLY OPERATED SHALL BE PROXIMITY IN TYPE. MECHANICAL SWITCHES ARE NOT ACCEPTABLE.	✓		
23.4	A CONTROL PANEL LIGHT SHALL BE PROVIDED TO WARN THE DRIVER/OPERATOR ANY TIME THE LIFT IS NOT FULLY STOWED.	✓		
<b>24 - LIGHTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
24.1	CLEARANCE, BACK UP, AND DIRECTIONAL LIGHTS SHALL BE LEXAN LENS, SHOCK MOUNTED IN A PROTECTIVE HOUSING. THE ENTIRE UNIT SHALL BE FLUSH MOUNT, REPLACEABLE POP OUT STYLE.	✓		
24.2	ALL LIGHTS SHALL BE PROVIDED IN ACCORDANCE WITH FMVSS #108 AND ANSI 245.1-1999, PLUS MID BODY TURN SIGNALS ON EACH SIDE OF THE BODY AND A CENTER BRAKE LIGHT ON THE REAR.	✓		
<b>25 – REAR UNDERRIDE AND TIRE GUARD:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
25.1	THE BODY SHALL BE EQUIPPED WITH A REAR UNDER-RIDE GUARD AS STANDARD EQUIPMENT TO MEET FEDERAL MOTOR CARRIER SAFETY REGULATION 49CFR393.86, TTMA RP NO. 41-02, AND SAE J682 OCT84.	✓		

26 — LOAD DISCHARGE:		YES	NO	Exception
26.1	LOAD DISCHARGE SHALL BE OF A "FULL EJECT" TYPE AND SHALL BE INTERLOCKED WITH THE REAR DOOR SO THAT IT HAS TO BE OPEN BEFORE THE PACKER PLATE CAN PASS THE ½ PACK POINT.	✓		
27 - RESERVED:		YES	NO	Exception
28 - RESERVED:		YES	NO	PRICE
29 – WARNING ALARM:		YES	NO	Exception
29.1	A WARNING ALARM SHALL BE PROVIDED THAT EMITS AN AUDIBLE, INTERMITTENT SIGNAL WHEN THE CHASSIS TRANSMISSION IS IN THE REVERSE POSITION OR WHEN THE REAR DOOR OF THE BODY IS NOT IN THE FULLY LOWERED POSITION.	✓		
30 –CAMERA SYSTEMS:		YES	NO	Exception
31.1	COLOR REAR AND HOPPER MOUNTED CAMERAS AND CAB MOUNTED MONITOR, INTEC 6.8" NON-GLARE LCD W/250+ LINES RESOLUTION MONITOR, INDUSTRIAL COLOR CAMERA W/MIL SPEC. CONNECTORS OR EQUIVALENT.	✓		
32 – BODY LIGHTS, WORKING LIGHTS AND WIRING:		YES	NO	PRICING
32.1	THE BODY WILL HAVE (3) HOPPER/ WORK LIGHTS. ONE MOUNTED FACING FRONT OF EJECTOR BLADE AND (2) TWO MOUNTED ON EACH SIDE OF THE LIFT CARRIAGE / MAST.	✓		
32.2	ALL LIGHTING SHALL BE IN ACCORDANCE WITH FMVSS. THE LIGHT BAR ON THE LOWER SECTION OF THE DOOR INCLUDES TWO (2) STOP/TURN INDICATORS ON EACH SIDE AND ONE (1) BACKUP LAMP ON EACH SIDE.	✓		
32.3	A MID-BODY SIGNAL COMBINATION MARKER LAMP SHALL BE LOCATED ON EACH SIDE OF THE UNIT, MID-LOWER BODY.	✓		
32.4	BODY MARKER LAMPS ARE LOCATED, ONE (1) IN FRONT AND ON THE TOP CORNER OF EACH SIDE (AMBER). REAR BODY MARKERS ARE LOCATED IN THE REAR DOOR FRAME, ONE (1) ON THE TOP AND ONE (1) ON THE BOTTOM. THERE SHALL ALSO BE A GROUPING ON THE OUTSIDE OF THE REAR DOOR, ONE (1) ON EACH SIDE AND THREE (3) IN THE CENTER.	✓		
32.5	AN ELECTRICAL BACK-UP ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE VEHICLE IS IN REVERSE. AN ELECTRICAL ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE REAR GATE IS	✓		

	AJAR. CIRCUIT BREAKERS, ABLE TO BE RESET, ARE UTILIZED FOR CIRCUIT PROTECTION ON PACKER SYSTEMS. ALL WIRING SHALL BE ENCLOSED IN THE BODY MEMBER OR SEALED PLASTIC LOON. ALL WIRING SHALL BE COLOR CODED.	✓		
<b>33 – SAFETY LIGHTING:</b>				
33.1	<ul style="list-style-type: none"> <li>❖ AMBER LED'S OR EQUAL MOUNTED ON CHASSIS FRONT GRILLE, SIDE AND REAR OF VEHICLE. ALL LENSES SHALL BE CLEAR.</li> <li>❖ FRONT GRILLE - TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON FRONT GRILLE, OR EQUAL. ALL LENSES SHALL BE CLEAR.</li> <li>❖ REAR – TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON REAR OF REFUSE BODY, OR EQUAL. ALL LENSES SHALL BE CLEAR.</li> <li>❖ SIDE BODY – TWO WHELEN 600 SERIES AMBER LED'S, OR EQUAL, MOUNTED BEHIND THE CAB ON THE REFUSE BODY APPROXIMATELY MID-SHIP.</li> <li>❖ ALL LENSES SHALL BE CLEAR. ALL LED'S SHALL BE WIRED AND ACTUATED WHEN THE VEHICLE IS IN DRIVE POSITION. A SWITCH CONTROL SHALL BE MOUNTED IN THE CHASSIS CAB.</li> </ul>	<ul style="list-style-type: none"> <li>✓</li> <li>✓</li> <li>✓</li> <li>✓</li> <li>✓</li> </ul>		
<b>34 – PAINTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
34.1	FIRST STEP – SMOOTHING - ALL WELD SLAG, SPLATTER OR ROUGHNESS SHALL BE REMOVED WITH THE APPROPRIATE HAND TOOLS. NO SAND, SHOT OR GLASS AIR BLASTING SHALL BE PERMITTED TO ELIMINATE CONTAMINATION AND POSSIBLE DAMAGE TO BEARINGS OR PIN SURFACES AND POSSIBLE DISTORTION OF HIGHER GAUGE SHEET MATERIALS USED ON THE BODY.	✓		
34.2	SECOND STEP – PURGATION - A HEATED PRESSURE WASH SHALL DRENCH THE ENTIRE BODY WITH A SILICATED ALKALINE PHOSPHATE BASED PRECLEANER TO CLEAN ALL METAL SURFACES. THIS SOLUTION SHALL SOAK THROUGH AND BREAK DOWN THE OIL FILM AND OTHER CONTAMINANTS FOUND ON STEEL. THE SOLUTION SHALL BE NON-CORROSIVE TO METALS AND SHALL BE ENVIRONMENTALLY FRIENDLY.	✓		
34.3	THIRD STEP – PRE-TREATMENT – AN ORGANICALLY ACCELERATED PHOSPHORIC ACID BASED PRETREATMENT WILL BE APPLIED TO ALL METAL SURFACES. THIS STEP PROVIDES A CHEMICAL CONVERSION COATING WHICH CHANGES THE CHEMICAL AND PHYSICAL NATURE OF THE SURFACE BY PROVIDING A SURFACE THAT THE NEXT APPLICATION (PRIME) WILL ADHERE TO.	✓		

		YES	NO	Exception
34.4	FOURTH STEP – SEALING - THE ENTIRE BODY SHALL BE COATED WITH AN APPLICATION OF THE PATENTED DRY-IN-PLACE SEAL FROM HENKEL SURFACE TECHNOLOGIES. THIS PROCESS SHALL DRAMATICALLY IMPROVE THE SURFACE FINISH'S RESISTANCE TO RUSTING THAT OCCURS FROM GENERAL WEAR AND TEAR, AND SHALL PROVIDE IMPROVEMENTS TO PAINT ADHESION AND OTHER RELATED CORROSION THAT OCCURS OVER THE LIFE OF THE PRODUCTS. THIS SHALL HELP RETAIN THE "AS NEW" APPEARANCE OF THE FACTORY PAINT SURFACE.	✓		
34.5	FIFTH STEP - PRIMER COAT PAINT - THE SEAL COAT SHALL BE PAINTED USING DUPONT CORLAR - A HIGH PERFORMANCE, LOW VOC/HAPS EPOXY POLYAMIDE PRIMER-SEALER. CORLAR IS A TWO-COMPONENT GRAY PRIMER-SEALER THAT IS LEAD AND CHROMATE FREE. THIS SHALL BE APPLIED IN AN AMOUNT NECESSARY TO ACHIEVE A DRY FILM THICKNESS OF 1.2 MIL.	✓		
34.6	SIXTH STEP - FINISH TOP COAT PAINT - A HIGH LUSTER FINISH COAT SHALL BE APPLIED USING DUPONT IMRON 5000 – A HIGH-PERFORMANCE, LOW VOC (<3.5 LBS/GAL RTS) TWO-COMPONENT POLYURETHANE ENAMEL. AN AMPLE AMOUNT SHALL BE APPLIED TO ACHIEVE A DRY FILM THICKNESS OF 2 MIL AND SHALL RESULT IN A FINISH OF 3.2 MIL MINIMUM FILM THICKNESS.	✓		
34.7	FIRST STEP – SMOOTHING - ALL WELD SLAG, SPLATTER OR ROUGHNESS SHALL BE REMOVED WITH THE APPROPRIATE HAND TOOLS. NO SAND, SHOT OR GLASS AIR BLASTING SHALL BE PERMITTED TO ELIMINATE CONTAMINATION AND POSSIBLE DAMAGE TO BEARINGS OR PIN SURFACES AND POSSIBLE DISTORTION OF HIGHER GAUGE SHEET MATERIALS USED ON THE BODY.	✓		
34.8	SECOND STEP – PURGATION - A HEATED PRESSURE WASH SHALL DRENCH THE ENTIRE BODY WITH A SILICATED ALKALINE PHOSPHATE BASED PRECLEANER TO CLEAN ALL METAL SURFACES. THIS SOLUTION SHALL SOAK THROUGH AND BREAK DOWN THE OIL FILM AND OTHER CONTAMINANTS FOUND ON STEEL. THE SOLUTION SHALL BE NON-CORROSIVE TO METALS AND SHALL BE ENVIRONMENTALLY FRIENDLY.	✓		
34.9	BODY UNDERCOATING SHALL BE PROVIDED AND COVER ALL SURFACES UNDER THE BODY.	✓		

35 -- ADDITIONAL UPGRADE OPTIONS: (ALL PRICING FOR THESE MUST BE INCLUDED IN THE UNIT PRICE)		YES	NO	Exception
46.1	DUAL CONTAINER AND LIFT WORK LIGHT KIT	✓		
46.2	LIFT CYCLE COUNTER	✓		
46.3	DUAL HOPPER WORK LIGHTS	✓		
46.4	DUAL FLOOD LIGHTS ON TRUCK	✓		
46.5	REMOTE LIFT CONTROLS – AIR TOGGLES	✓		
46.6	20 LB FIRE EXTINGUISHER	✓		
46.7	REMOTE LUBRICATION SYSTEM – PACKER	✓		
46.8	SEVER DUTY WEAR BARS KIT	✓		
46.9	"CAUTION" TRAFFIC DECAL SIGN ON BACK REAR OF THE UNIT FACTORY INSTALLED	✓		
46.10	INSTALLATION OF CITY OF EDINBURG LOGO , DEPARTMENT DECAL AND SAFETY SINAGE	✓		
46.11	INSTALL CITY PROVIDED TWO-WAY RADIO IN ACCORDANCE WITH DEM STANDARDS TO ENSURE WARRANTY		✓	
46.12	FIVE (5) YEAR ON REFUSE BODY, HYDRAULIC PUMP AND SYSTEM. ALL HYDRAULIC CYLINDERS TO HAVE A FIVE (5) YEAR WARRANTY.	✓	<i>Refer to Page 35</i>	
46.13	OEM – REAR SPARE TIRE WITH RIM	✓		
46.14	MUD FLAPS ARE INSTALLED ON THE FRONT AND REAR OF THE TANDEM AXLES.	✓		
<b>47 - DELIVERY, SETUP AND TRAINING:</b>				
47.1	THE TRUCK SHALL BE DELIVERED TO THE CITY OF EDINBURG LANDFILL LOCATED AT 8601 NORTH JASMAN RD, EDINBURG TEXAS 78540 AND SET UP TO WORK AT THE SELLING DEALER'S EXPENSE. TRAINING ON PROPER OPERATION AND MAINTENANCE OF THE COMPACTOR SHALL BE CONDUCTED OVER A TWO (2) DAY PERIOD AND SHALL NOT BE LESS THAN TWELVE (12) HOURS.			
<b>48 - MANUALS:</b>		YES	NO	Exception

48.1	TWO SETS EACH OF PARTS MANUALS, OPERATOR'S MANUALS, AND SERVICE MANUALS.	✓		
<b>49 – MACHINE OR EQUIPMENT AVAILABILITY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
49.1	WITHIN 30 DAYS OF ISSUANCE			
49.2	WITHIN 60 DAYS OF ISSUANCE			
49.3	WITHIN 90 DAYS OF ISSUANCE			
49.4	OVER 90 DAYS OF ISSUANCE	✓		
EXPLAIN IF OVER 90 DAYS:				
<i>Trucks are made to order, as well as the body.</i>				
<b>50 – STANDARD WARRANTY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
50.1	SHALL HAVE NO LESS THAN 1 YEAR OR 100,000 MILE FULL MANUFACTURER'S BASE WARRANTY ON THE CAB AND CHASSIS; ENGINE SHALL HAVE 2 YEARS 250,000 MILE STANDARD ENGINE WARRANTY; TRANSMISSION SHALL HAVE 3 YEAR UNLIMITED MILE WARRANTY; ALL WARRANTIES SHALL INCLUDE PARTS, LABOR, HAULING, TRAVEL, AND MILEAGE REQUIRED AND THE DETAILS OF THIS WARRANTY MUST ACCOMPANY THE BID.	✓		
<b>51 -LISTING OF ALL WASTE FACILITIES UTILIZING YOUR EQUIPMENT:</b>				
Please list all contacts and phone numbers ( <b>TEXAS Facilities ONLY</b> )				

Company/Agency	Machine Year and Model	Contact Person	Phone Number	Distance from COE (Miles)	Time Machine in Service and Possession
City of McAllen	2017 320	Mario Vela	956-782-4511	5-miles	5+ yrs
City of San Juan	2017 320	Carney Gonzalez	956-702-6400	5-miles	5+ yrs

**52 - AFTER THE SALE SUPPORT - OPERATOR TRAINING:**

Is professional operator training available from your company.	Yes	<input checked="" type="checkbox"/>	No
----------------------------------------------------------------	-----	-------------------------------------	----

Number of Dealer Full-Time Operator Trainers	Professional Training Class Offered for this Product	Price per Student	Hours per Class	Maximum # of Students per Class
4 full time trainers	Yes	\$ 0.00	As required to master skill	

**52 - AFTER THE SALE TECHNICAL SUPPORT - MECHANIC TRAINING:**

Is professional technical training available from your company.		Yes	<i>yes factory training</i>	No
Number of Dealer Full-Time Technical Trainers	Professional Training Classes Offered for this Product	Price per Class	Hours per Class	Maximum # of Students per Class
<i>3 Full time Trained</i>	<i>Heat Service</i>	<i>\$ 0.00</i>	<i>As required</i>	<i>no master skill</i>

**53 -BID FORM:**

Company Name:	<i>Rush Truck Centers of Texas L.P. dba Rush Truck Center Pharr</i>		
Printed Name of Person Submitting Bid:	<i>Mario Trevino</i>		
Street Address:	<i>4700 W. Cage St.</i>		
County, State:	<i>Pharr, Texas</i>		
Zip	<i>78577</i>		
Phone Number:	<i>956-782-4511</i>		
Fax Number:	<i>956-782-8872</i>		
E-mail Address:	<i>trevino m @ rushenterprises.com</i>		

53.1	ITEM - (2) RIGHT HAND DRIVE RESIDENTIAL RETRIEVERS AS LISTED ABOVE.	UNIT PRICE <i>303,942.64 x 2 =</i>	\$ <i>607,885.28</i>
------	---------------------------------------------------------------------	---------------------------------------	----------------------

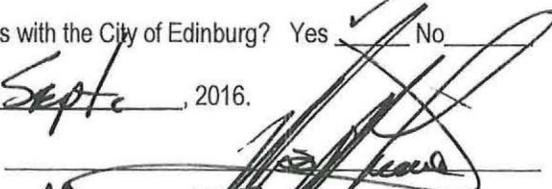
54.0	HEAVY DUTY BODY OPTION			
55.0	AVAILABLE EXTENDED WARRANTY(S) CAB AND CHASIS			
55.1	3 YR 300000 MILES Basic Vehicle TYPE		COST 2915 <sup>00</sup> x2	5830.00
55.2	5 YR 209000 MILES Engine Plant TYPE		COST 3600 <sup>00</sup> x2	7200.00
55.3	5 YR 209000 MILES Aftermarket TYPE		COST 900 <sup>00</sup> x2	1800.00
56.0	AVAILABLE EXTENDED WARRANTY(S)			
56.1	Refuse complete Body warranty 5 YR _____ MILES _____ TYPE		COST 6296.00 x2	12592.00
56.2	_____ YR _____ MILES _____ TYPE		COST	
56.3	_____ YR _____ MILES _____ TYPE		COST	
57.1	DELIVERY TIME AFTER AWARD IN DAYS			170 to 180
***** FOR CITY USE ONLY*****				
FINAL EXTENDED PRICE INCLUDING ALL AVAILABLE OPTIONS AND WARRANTIES LISTED ABOVE (LIST ITEM _____)				

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 26 day of Sept, 2016.

SIGNATURE: 

TYPE/PRINT NAME: Marco Trevino

TITLE: Regional General Manager

COMPANY: Rush Truck Centers of Texas L.P. dba Rush Truck Center Pharr

ADDRESS: 4700 W. Cage St.

Pharr, TX 78577

TELEPHONE NO.: 956-782-4541

FAX NO.: 956-782-8822

EMAIL: trevinom@rushenterprises.com



RUSH PETERBILT S046

CITY OF EDINBURG

Pharr, Texas United States 78577  
Phone:  
Fax:  
Email:

, Texas United States  
Phone:  
Fax:  
Contact Email:  
Prepared for:

### Vehicle Summary

	Unit		Chassis	
Model:	Model 320	Fr Axle Load (lbs):		20000
Type:	Full Truck	Rr Axle Load (lbs):		46000
Description:	SIDE LOADER	G.C.W. (lbs):		66000
	<b>Application</b>	Road Conditions:		
Intended Serv.:	Refuse/Landfill	Class A (Highway)		100
Commodity:	Refuse, Scrap	Class B (Hwy/Mtn)		0
	<b>Body</b>	Class C (Off-Hwy)		0
Type:	Automated Side Loader	Class D (Off-Road)		0
Length (ft):	24	Maximum Grade:		6
Height (ft):	13.5	Wheelbase (in):		221
Max Laden Weight (lbs):	1000	Overhang (in):		57
	<b>Trailer</b>	Fr Axle to BOC (in):		0.1
No. of Trailer Axles:	0	Cab to Axle (in):		220.9
Type:		Cab to EOF (in):		277.9
Length (ft):	0	Overall Comb. Length (in):		335
Height (ft):	0.0			
Kingpin Inset (in):	0			
Corner Radius (in):	0			
	<b>Restrictions</b>			
Length (ft):	40			
Width (in):	102			
Height (ft):	13.5			

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**

	Ask your dealer for a quote today, or visit our website @ <a href="http://www.paccarfinancial.com">www.paccarfinancial.com</a> .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	9/22/2016 12:19:20 PM	<b>Incomplete</b>	Model Number:	Model 320
Effective Date:	Jul 1, 2016		Quote/DTPO/CO:	Q22704442
Prepared by:	Administrator		Version Number:	33.10



RUSH PETERBILT S046

CITY OF EDINBURG

Pharr, Texas United States 78577  
Phone:  
Fax:  
Email:

, Texas United States  
Phone:  
Fax:  
Contact Email:  
Prepared for:

Description

Base Model

Model 320  
Refuse, Scrap  
Refuse/Landfill  
Automated Side Loader  
United States Registry

Configuration

Other  
N02000 HEIL PLANT

Frame & Equipment

10-3/4in Steel Rails 306-342in  
Full Steel Inner Liner  
FEPTO Provision 9in Bumper Extension  
EOF Square with Steel Xmbr  
Omit Rear Mudflaps and Hangers  
(2) Solid Mount Cable Hooks

Front Axle & Equipment

Dana Spicer D2000F 20,000 lb, 3.5in Drop  
Taper Leaf Springs, Shocks 20,000 lb  
Power Steering Sheppard SD110 Dual  
PHP10 Iron PreSet PLUS Hubs  
Dana Spicer 5in Drop IPO 3.5in, Front Axle  
Bendix Air Cam Front Drum Brakes 16.5x6

Rear Axle & Equipment

Dana Spicer D46-170 46,000 lb  
PHP10 Iron PreSet PLUS Hubs  
Long Stroke Parking Brakes, Drive Axle(s)  
Diff Lock Both Axles

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Printed: 9/22/2016 12:19:20 PM  
Effective Date: Jul 1, 2016  
Prepared by: Administrator

**Incomplete**

Model Number: Model 320  
Quote/DTPO/CO: Q22704442  
Version Number: 33.10



**Description**

**Refuse Service Brakes, Steer And Drive Axles**  
**Rear Brake Camshaft Reinforcement**  
**Heavy Wall, Drive Axle(s)**  
**SBM Valve**  
**Anti-Lock Braking System (ABS) 4S4M**  
**Synthetic Axle Lubricant All Axles**  
**Bendix Air Cam Rear Drum Brakes 16.5x8.6**  
**Ratio 5.25 Rear Axle**  
**Hendrickson Haulmax HMX460 46,000 lb, 52in Axle**  
**16.5in Saddle Height HMX400/460**  
**Shock Absorbers For HMX Suspension**

**Engine & Equipment**

**PACCAR PX-9 345@1900 GOV@2100 1150@1400**  
N21320 N205 120..Standard Maximum Speed Limit [LSL]  
N21330 N207 0....Expiration Distance  
N21340 P005 120..Hard Maximum Speed Limit  
N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed  
N21360 P110 0....Accelerator Lower Droop  
N21370 P059 64...Maximum Cruise Speed  
N21380 P111 0....Cruise Control Lower Droop  
N21400 N203 252..Reserve Speed Function Reset Distance  
N21410 N202 0....Maximum Cycle Distance  
N21420 N206 10...Maximum Active Distance  
N21430 N201 0....Reserve Speed Limit Offset  
N21440 P015 YES..Engine Protection Shutdown  
N21450 P026 NO...Gear Down Protection  
N21460 P046 1400.Max PTO Speed  
N21470 P062 NO...Cruise Control Auto Resume  
N21480 P068 NO...Auto Engine Brake in Cruise  
N21500 N209 0....Expiration Distance  
N21510 P520 YES..Enable Idle Shutdown Park Brake Set  
N21520 P030 5....Timer Setting  
N21530 P233 YES..Enable Impending Shutdown Warning  
N21540 P234 60...Timer For Impending Shutdown Warning  
N21550 P516 35...Engine Load Threshold  
N21570 P031 NO...Idle Shutdown Manual Overrule  
N21590 P230 YES..Enable Hot Ambient Automatic Overrule  
N21610 P172 40...Low Ambient Temperature Threshold  
N21620 P173 60...Intermediate Ambient Temperature Threshold  
N21630 P171 80...High Ambient Temperature Threshold

**Engine Idle Shutdown Timer Disabled**

**Enable EIST Ambient Temp Overrule**

**Eff EIST NA Expiration Miles**

**Effective VSL Setting NA**

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**Incomplete**

Model Number: Model 320  
Quote/DTPO/CO: Q22704442  
Version Number: 33.10



**Description**

Remote PTO And Throttle Provision  
 CARB Engine Idling Compliance  
 200 Amp Alternator, Standard Brush  
 PACCAR 12V Starter  
 3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA  
 Kissling Battery Disconnect Switch  
 2-Speed Fan Clutch For Frequent Start/Stops  
 18.7 CFM Air Compressor  
 Compression Brake, MX  
 PACCAR Fuel Filter/Water Separator, Unheated  
 Engine Protection Shutdown  
 High Efficiency Cooling System  
 Stainless Steel Grille  
 Heavy Duty Air Cleaner  
 Exhaust Vertical LH  
 Curved Tip Standpipe(s)  
 24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)

**Transmission & Equipment**

Allison 4500 RDS-P Transmission, Gen 5  
 1810 HD Driveline, 1 Midship Bearing  
 Allison FuelSense Basic  
 Console Mounted Push Button Shifter  
 Allison RDS Auto Neutral AK  
 Allison 6-Speed Configuration, Wide Ratio Gears  
 Allison Output Function S Neutral Indicator

**Air & Trailer Equipment**

Bendix AD-IS EP Air Dryer with Heater  
 Nylon Chassis Hose  
 Steel Painted Air Tanks  
 Clear Outside Frame of All Air System Components  
 Clear Outside Frame of All Air System Components

**Tires & Wheels**

FF: BR 20ply 315/80R22.5 M860A  
 RR: BR 16ply 11R22.5 M843  
 Code-rear Tire Qty 08

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Prepared by:	Administrator		Version Number:	33.10



**Description**

**FF: Alcoa 89U647 LVL1 22.5X9.00 Alum Wheel  
RR: Accur Std Armor 50291PK 22.5X8.25  
Code-rear Rim Qty 08**

**Fuel Tanks**

**23in Aluminum 70 Gallon Fuel Tank LH BOC  
Location LH BOC Rear-Most 70 Gallon  
Fuel Cooler  
Top Of Fuel Tank 5in Below Top Of Frame  
DEF Tank Mounted LH BOC  
Standard DEF To Fuel Ratio 2:1 Or Greater  
DEF Tank 520/320**

**Battery Box & Bumper**

**Aluminum Space Saver Battery Box LH Back Of Cab  
Steel Bumper Channel Painted**

**Cab & Equipment**

**53in LCF ProBilt Cab RH Drive  
4.5 Inch Rubber Flares on Cab  
Peterbilt Driver Seat  
Peterbilt Passenger Seat  
Seat Belt Color Orange IPO Standard Black  
Air Ride Driver  
High Back Driver  
Vinyl Driver  
Non-Air Ride Passenger  
Low Back Passenger  
Vinyl Passenger  
Gray Interior Color  
Adjustable Steering Column - Tilt/Telescope  
Steering Wheel with Peterbilt Logo  
Rear Window Back of Cab Dark Tint  
Two Piece Flat Windshield  
Combo Fresh Air Heater/Air Conditioner  
Black LH/RH Tri-plane Mirrors, Heated,  
(1) Air Horn 24.5in Chrome - Round w/Horn Shield  
ConcertClass Without CD, Includes BT Phone and**

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Prepared by:	Administrator		Version Number:	33.10



**Description**

**Midlevel Speaker Package For Cab  
Cab Tilt Pump Air Assist  
Peterbilt Electric Windshield Wipers  
Front Cab Guard, Painted Black  
Triangle Reflector Kit Shipped Loose  
Backup Alarm (107dB)  
Main Transmission Oil Temperature Gauge  
Air Restriction Indicator  
Warning Light Battery Disconnect, Switch Engaged  
Headlights Dual Rectangular Halogen  
(5) Light Guards On Marker Lights  
(5) LED Clearance With (2) LED Marker Lights  
None Furnished Stop/Tail/Backup Lights  
Daytime Running Lights**

**Paint**

**Standard Paint Color Selection**

**(1) Color Axalta Two Stage - Cab/Hood**

N85020 A - L0006EB WHITE - Stand  
N85500 CAB ROOF L0006EB WHITE - Stand  
N85200 FRAME N0001EA BLACK  
N85700 BUMPER N0001EA BLACK

**Options Not Subject To Discount**

**Basic Vehicle - U.S. (3/300)  
PACCAR 2013 PX-9 Protection Plan 1 (5/200)  
PACCAR 2013 PX-9 Aftertreatment Coverage (5/200)  
Medium Duty Emissions Surcharge**

**Miscellaneous**

**Presentation Created Using Featured Spec**

Total Weight

18435

**Prices and Specifications Subject to Change Without Notice.**

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Prepared by: Administrator Version Number: 33.10

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

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

*Rush Truck Centers of Texas P.d.h. Rush Truck Center Pharr*

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

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

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

*None that we are aware of*  
Name of Officer

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

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

Yes  No

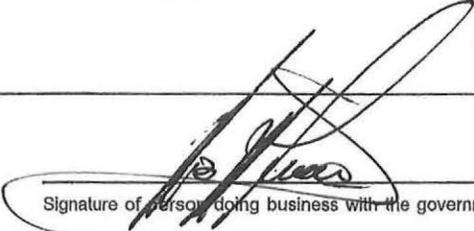
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

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

Yes  No

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

4   
Signature of person doing business with the governmental entity

*9-26-2016*  
Date

Adopted 06/29/2007

# 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:  
2016-114136

Date Filed:  
09/20/2016

Date Acknowledged:

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

Rush Truck Centers of Texas, LP  
New Braunfels, 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.

2017-07 & 08; 2017-10 & 11

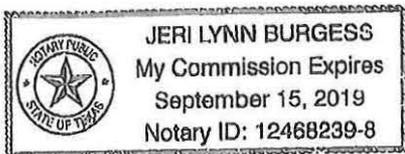
Purchase of (2)New Comm'l Rt Hand Dr Comm'l Side Load Retrievers; (2) Res. Auto. Rt Hand Dr Side Load Retrievers;(3)New Brush Trk w/30 cuyd Hydraulic Dump Bdy;New Lt Hand Dr Comm'l Frnt Load Retriever

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Anderson, Scott	New Braunfels, TX United States	X	
	Naegelin, Jr, Martin A.	New Braunfels, TX United States	X	
	Rush, W.M. "Rusty"	New Braunfels, TX United States	X	
	Rushtex, Inc.	New Braunfels, TX United States	X	
	Rushco, Inc.	New Braunfels, TX United States	X	
	Lyons, Michael	New Braunfels, TX United States	X	
	Weaver, Derrek	New Braunfels, TX United States	X	
	Keller, Steve	New Braunfels, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Michael S. Lyons, this the 20th day of September, 2016, to certify which, witness my hand and seal of office.

Jeri Lynn Burgess  
Signature of officer administering oath

Jeri Lynn Burgess  
Printed name of officer administering oath

Legal Contract Mgr  
Title of officer administering oath

## **Notice Regarding Security Interest and Payment of Purchase Price**

1. BMO Harris Bank N.A. ("Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.
2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

**FEDERAL EXCISE TAX  
Exemption Certificate  
for Use by States & Local Governments  
Treas. Reg. 48.4221-5**

I hereby certify that I am \_\_\_\_\_ (title of officer) of the \_\_\_\_\_ (state or local government) ("Purchaser"), that I am authorized to execute this certificate on behalf of Purchaser, and that:

(check applicable type of certificate)

A. \_\_\_\_\_ the article/articles specified in the accompanying order or below:

Article/Articles (by VIN):

\_\_\_\_\_  
\_\_\_\_\_

(if more room is needed, attach list of additional articles to this certificate)

**OR**

B.  all orders placed by Purchaser for the period commencing January 1, 2016 (date) and ending December 31, 2018 (date) (period not to exceed 12 calendar quarters)

are, or will be, purchased from Rush Truck Centers of Texas, LP ("Dealer") for the exclusive use of Purchaser.

Purchaser understands that this statement is made under penalties of perjury.

Purchaser understands that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. Purchaser understands that the fraudulent use of this certificate for the purpose of securing this exemption will subject Purchaser and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

**PURCHASER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Rush Limited Warranty

LIMITED WARRANTY ON SERVICES. Rush warrants that all repair and maintenance services performed by Rush for a customer ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

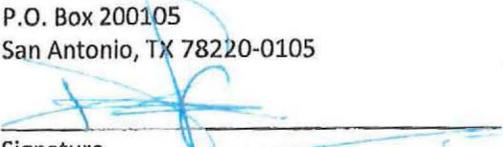
NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

City of Edinburg, TX  
Partner Authorization Form  
for  
Rush Truck Centers of Texas, LP dba Rush Truck Center, Pharr

Rush Truck Centers of Texas, L.P. is a limited partnership organized in the State of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner.

Rushtex, Inc. and Rushco, Inc. hereby certify that Mario Trevino, Regional General Manager of Rush Truck Centers of Texas, LP dba Rush Truck Center, Pharr, is authorized to sign and submit proposal to the City of Edinburg in response to bids issued by the City.

<b>General Partner</b> of Rush Truck Centers of Texas, LP Rushtex, Inc. P.O. Box 200105 San Antonio, TX 78220-0105	<b>Limited Partner</b> of Rush Truck Centers of Texas, LP Rushco, Inc. P.O. Box 200105 San Antonio, TX 78220-0105
 Signature	 Signature
Derek R. Weaver Name	Derek R. Weaver Name
Asst. Secretary Title	Asst. Secretary Title

**UNITED STATES**

THIS ENGINE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. This Engine Warranty Schedule does not apply to the Vehicle or Emission related equipment, which is warranted separately. Warranty coverage relating to the Emissions components is outlined in the Emission Warranty section of the applicable PACCAR Operator's Manual, the terms and conditions of which are incorporated herein by reference. Pursuant to the terms of the attached Limited Warranty Agreement, PACCAR Inc will pay warranty claims for Warrantable Failures within the following maximum limits in time, mileage, or hours, whichever shall occur first. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

**PACCAR PX-9 Engine**

Basic Engine Coverage - (All applications except fire apparatus truck) - Twenty-four (24) months or 250,000 miles or 6,250 hours, whichever occurs first.

Fire Apparatus Truck Applications -- 60 Months or 100,000 miles, whichever occurs first. (Owner is responsible for a US\$100 deductible per each service visit in the 3rd, 4th and 5th years of warranty.)

3BPZLJ0X2EF246347

Chassis Number(s) (17-digit VIN)

73609004

Engine Serial Number

Customer Initials



### Class 8 Standard Service (On-Highway) Warranty Schedule UNITED STATES

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Peterbilt Motors Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, whichever shall occur first. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
<b>Basic Vehicle</b> This coverage applies to the basic highway Vehicle, except for additional coverage and warranty exclusions.	12	100,000
<b>Major Components</b> Eaton, Meritor & Dana Spicer front axle (beam, spindles, kingpin & kingpin bushings, steering arm, tie rod & tie rod arms). Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions Eaton Auto Shift transmission Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes). Structural components of the cab, hood, hood half fenders and sleeper. Sheppard and TRW steering gears.	36	300,000
<b>Eaton Hydraulic Launch Assist (HLA) Model 320</b> Accumulator, Pump Motor Assy, Transfer Case, ECU, Reservoir Bladder component is excluded as it is a maintenance item		
<b>Frame, Gussets, Crossmembers and Cab Corrosion</b> Frame rails, gussets, and crossmembers. Cab, hood and sleeper perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab, hood and sleeper panel or to finish paint.	60	500,000
<b>Other Coverage</b>		
<b>SmartLINQ+ Components</b> Modem, antenna, and related remote diagnostic equipment. Coverage subject to maximum limits in time or mileage identified in this warranty agreement or, where applicable, for such greater time and mileage limited identified in any Extended Basic Vehicle, Extended MX Comprehensive, or MX Aftertreatment warranties covering the vehicle.	24	Unlimited
PACCAR Batteries	12	100,000
Gaskets and Wheel Seals	12	50,000
Cab, Hood & Sleeper Paint	12	100,000
Frame Paint -- Black only	12	100,000
Frame Paint -- All colors other than black	12	100,000
Frame Paint -- Logger, Mixer, Dump, Refuse, Oil Field & Construction applications	12	100,000

3BPZLJ0X2EF246347

Chassis Number(s) (17-digit VIN)

Customer Initials *X*

Certificate US95/0329

The management system of

# Peterbilt Motors Company

1700 Woodbrook Street,  
Denton, TX, 76205, United States

has been assessed and certified as meeting the requirements of

## ISO 9001:2008

For the following activities

### Design and manufacture of heavy duty trucks.

Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2008 requirements may be obtained by consulting the organization

This certificate is valid from 25 February 2015 until 25 February 2018 and remains valid subject to satisfactory surveillance audits. Recertification audit due a minimum of 60 days before the expiration date. Issue 9 : 20 February 2015. Certified since February 2003

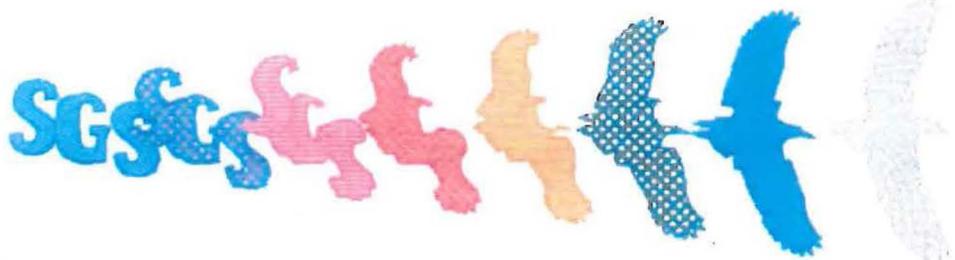
Additional site details are listed on subsequent pages.

Authorized by

John Woodman  
Senior Vice President SSC, North America  
SGS Systems & Services Certification, a Division of SGS North America, Inc.  
201 Route 17 North, Rutherford, NJ 07070, USA  
t (201) 508-3000 f (201) 935-4555 [www.us.sgs.com](http://www.us.sgs.com)

This certificate remains the property of SGS and shall be returned upon request

Page 1 of 2



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Certificate US95/0329, continued



# Peterbilt Motors Company

## ISO 9001:2008

Issue 9 : 20 February 2015



Additional facilities

3200 Airport Road, Denton, TX, 76207, United States



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THE WHEELS ARE ALWAYS TURNING

© 2003 HEIL COMPANY

# DuraPack® Python®

High-Compaction Automated Side Loader



# DuraPack<sup>®</sup> Python<sup>®</sup>

The fastest strike in the refuse jungle!

The DuraPack Python automated side loader combines two proven products in one high-performance package — the DuraPack body, which is famous for its toughness and productivity, and the patented Python automated arm, which is faster, smoother, and longer-lasting than any other.

The DuraPack Python's arm has an 8-second lift cycle. That can save you up to 4 seconds per stop — and up 1 hour per day — delivering a fiscal savings of more than \$15,000 per truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python's follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal site.

Able to lift up to 1,250 pounds, the Python's arm features cushioned cylinders for action that's as smooth as a snake, saving wear and tear on the lift arm and the chassis. The Python's unique lift geometry also prevents spillage and enables the arm to return carts with the lids closed every time.

Heil's Operate-in-Gear-at-Idle System comes standard on the DuraPack Python. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise — a benefit to operators and customers alike.

We back all Heil units with a worldwide network of knowledgeable dealers and service centers, as well as the industry's first dedicated manufacturer-based training facility and mobile training centers, to help you keep your Python operating at its peak. Add to that Heil's century-old heritage of commitment to customer satisfaction, and you can feel certain that when you choose a DuraPack Python you are getting the most productive and durable, automated side loader available.

Read on to learn more about the DuraPack Python's operator-friendly features, and then contact your Authorized Heil Dealer for assistance in choosing the Heil refuse collection vehicle that is right for you. To find the Dealer nearest you, visit [www.heil.com](http://www.heil.com).





### Striking Features

The DuraPack® Python® was specifically engineered with features that will withstand the punishment of daily use.

- **Solid Foundation** — Our exclusive fully welded interlaced subframe provides exceptional strength and durability, while resisting corrosion and salt damage. This means your DuraPack Python will enjoy a long lifespan.
- **Less Time in the Shop** — The Python features our Service Smart™ design, which simplifies routine maintenance and keeps you away from the shop and out servicing your customers — and making money.
- **Exceptional Reach** — The patented automated arm can reach up to 9 feet.
- **Bigger Bites** — A 5.2 cubic yard hopper means the Python can easily handle a variety of container sizes, from 30 to 96 gallons, with fewer trips to the disposal site.
- **On-board Diagnostic Tools** — Quickly and easily diagnose problems away from outside hazards and weather. On-board diagnostic tools make troubleshooting a breeze.
- **Tough Tailgate** — The DuraPack Python's tailgate is reinforced to prevent buckling and features a 60-inch seal to keep liquids inside the body where they belong.
- **Shur-Lock™ Tailgate Locks** — Heil's in-cab operated tailgate locking system not only keeps payloads secure but also enables the operator to unlock and open the tailgate to discharge the payload from the safety and comfort of the cab. Reflective indicator tags, visible from the cab's mirrors, confirm when the tailgate is sealed.

### DuraMount™ Design

Heil's DuraMount Design, which is used to mount the lift to the chassis frame, reduces the potential for bolt fatigue and provides Service Smart™ bolt access for easy maintenance.



### Joystick Cab Controls

Reliable, ergonomic joystick controls deliver smoother performance and enhance usability. With the standard AutoLoad system, the operator can reach, grab, lift, dump, and return the arm to the stowed position using only the joystick and 2 buttons.



### Python® Grabber Gears

Made from specially formulated high-strength alloy steel, the Python's superior hardened grabber gears virtually eliminate gear wear. The gears are splined to the grabber shafts and can be cycled up to 1,000,000 times with no evidence of wear.



### Python® Automated Lift

The Python's 8-second lift cycle can save you up to 4 seconds per stop and up to 1 hour per day — which can add up to more than \$15,000 in savings per truck per year! The Python's 9-foot reach can slither between cars and other obstacles, making even the most difficult pick-ups possible.





The Whistle And Always Turning

A 2000 COMPANY

# DuraPack<sup>®</sup> Python<sup>®</sup>

## High-Compaction Automated Side Loader Product Specifications

### Performance Specifications

Lift Load Capacity	625 lbs. @ 9 ft.; 1,250 lbs. @ hopper
Lift Cycle Time*	8 seconds
Lift Reach	9 ft.
Compaction	Up to 900 lbs. per yd <sup>3</sup>
Working RPM	800 (operate-in-gear-at-idle)

\* Complete cycle time defined as grip, dump, return and release

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.

### Cylinder Specifications

BODY CYLINDERS	Type	Bore x Stroke	
Tailgate Raise	(2) Double acting	in.	3.0 x 35
		mm	76 x 889
Packer Blade	(2) Double acting	in.	5.5 x 6.3
		mm	140 x 1600
Packer/Ejector (eject model)	(2) Double acting	in.	(26) 5.5 x 141
			(28) 5.5 x 151
			(33) 5.5 x 181
		mm	(26) 140 x 3581 (28) 140 x 3835 (33) 140 x 4597
Tailgate Locking	(2) Double acting	in.	3.0 x 3,625
		mm	76 x 92
Body Hoist (dump model)	(2) Single acting 2 stage telescopic	in.	4.5 x 55
		mm	114 x 1397
LIFT CYLINDERS			
Reach	(1) Double acting	in.	3.1 x 16.0
		mm	80 x 406
Grab	(1) Double acting	in.	3.1 x 8.0
		mm	80 x 203
Lift	(1) Double acting	in.	3.1 x 16.0
		mm	80 x 406

### Chassis Requirements \*

		22 yd <sup>1</sup>	24 yd <sup>1</sup>	26 yd <sup>1</sup>	28 yd <sup>1</sup>	33 yd <sup>1</sup>
Min. GVWR		52,000	52,000	56,000	58,000	62,000
Min. GAWR	front	18,000	18,000	18,000	18,000	18,000
	rear	34,000	34,000	38,000	40,000	44,000
Usable CT	in.	177 ± 3	189 ± 3	177 ± 3	189 ± 3	201 ± 3
C.O.E Wheelbase	in.	200 ± 3	212 ± 3	200 ± 3	212 ± 3	224 ± 3
Min. Platform	dump	240	250	240	250	285
	eject	250	260	250	260	295

#### \* Additional Requirements

- 425 ft.-lbs. recommended engine torque at pump shaft at idle.
- Neutral signal, brake signal, and R-stator signal dedicated for body builder use in cab.
- 130 amp alternator - minimum.

### Body Specifications

		22 yd <sup>1</sup>	24 yd <sup>1</sup>	26 yd <sup>1</sup>	28 yd <sup>1</sup>	33 yd <sup>1</sup>
Body Capacity	yd <sup>3</sup>	22	24	26	28	33
	m <sup>3</sup>	16.8	18.3	19.3	21.4	25.2
Hopper Capacity	yd <sup>3</sup>	5.2	5.2	5.2	5.2	5.2
	m <sup>3</sup>	4.0	4.0	4.0	4.0	4.0
Overall Length	in.	255	265	274	284	319
	mm	6,477	6,731	6,960	7,214	8,103
Overall Length (Tailgate Raised)	in.	332	342	332	342	382
	mm	8,433	8,687	8,433	8,687	9,703
Overall Width	in.	96	96	96	96	96
	mm	2,438	2,438	2,438	2,438	2,438
Overall Height Above Frame	body lowered	in.	103	103	103	103
		mm	2,616	2,616	2,616	2,616
	body raised	in.	190	190	190	190
		mm	4,826	4,826	4,826	4,826
	tailgate raised	in.	180	180	180	180
		mm	4,560	4,560	4,560	4,560
Gross Weight (Route Ready)	lbs.	16,000	16,200	16,300	16,700	18,000
	kg.	7,260	7,350	7,400	7,580	8,170

### Hydraulic Specifications

PUMP	Operate-In-Gear-At-Idle (standard)
Type	Tandem Vane
Maximum Operating Pressure	2,500 psi (17,238 kPa)
Working RPM	800 RPM approx.
Flow at Working RPM	28 GPM (106 LPM) approx.
OIL RESERVOIR	Chassis frame mounted
Gross Capacity	50 gallons (190 liters)
Filters	Return line 3 micron, 140 micron suction strainer
VALVES	
Packing Control	Electric, push button operated
Tailgate Tailgate Locking Body Raise	Air operated toggle

### Automated Lift Specifications

Lift load capacity	625 lbs. @ 9 ft.; 1,250 lbs. @ hopper
Cycle time	8 seconds @ idle
Reach	9 ft.
Ground clearance	20 in. from ground to bottom of grabber arms (based on a 42 in. chassis rail height)
Weight*	1,850 lbs. approx.
Controls	Joystick, air over hydraulic with feathering ability

\* Weight includes standard 60/90 gallon grabbers



2030 Hamilton Place Blvd., Suite 200, Chattanooga, TN 37421  
866.FOR.HEIL (866.367.4345) • Fax: 423.855.3478  
www.heil.com

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FORM #SWS-000004-111511

CONTACT YOUR LOCAL DEALER

**Acknowledgment of Security Interest and Agreement Regarding Payment**

This Acknowledgment of Security Interest and Agreement Regarding Payment (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the customer named below ("Customer") and RUSH ENTERPRISES, INC. on behalf of itself and its subsidiaries (collectively, "Dealership").

WHEREAS, Customer may from time to time purchase commercial vehicles from Dealership; and

WHEREAS, Customer's purchase of vehicles will be evidenced by purchase orders, retail sales orders and/or other documentation, pursuant to which Dealership may, in its discretion, agree that Customer may defer its payment of the purchase price for the vehicles (a "Deferred Payment Plan");

NOW, THEREFORE, for and in consideration of the right to purchase vehicles pursuant to a Deferred Payment Plan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1) With respect to any vehicles purchased pursuant to a Deferred Payment Plan (each a "Vehicle"), Customer hereby acknowledges and agrees to the following:
  - a) BMO HARRIS BANK N.A. ("Bank") finances Dealership's acquisition of Vehicles pursuant to an agreement that requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle;
  - b) based on such agreement, Customer's purchase of any Vehicle financed by Bank is not free and clear of, and is subject to, Bank's prior, unrelinquished security interest, which will continue until Bank has received the total amount that Bank financed for such Vehicle, at which time such payment will automatically extinguish Bank's security interest in such Vehicle; and
  - c) Bank may require Customer to pay the purchase price for Vehicles directly to Bank, by providing written notice to Customer at the address set forth in Customer's signature block below, and upon receipt of such notice Customer shall make payment directly to Bank.
- 2) In the event that Customer pays any portion of the purchase price for a Vehicle directly to Bank, Dealership shall credit such payment(s) against the amount Customer owes to Dealership.
- 3) This Agreement shall be binding upon the parties hereto, and inure to the benefit of the parties hereto and to the benefit of Bank, and upon and to their respective successors and assigns.
- 4) This Agreement will remain in effect with respect to any Vehicle purchased by Customer, now or in the future, until Customer receives written notice from Bank indicating that it has been terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CUSTOMER:

DEALERSHIP:

\_\_\_\_\_  
(Insert Customer Legal Name)

RUSH ENTERPRISES, INC. on behalf of itself and its subsidiaries

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: 555, IH 35 South, Suite 500  
New Braunfels, Texas

**BIDDER'S LIST**  
**PURCHASE OF TWO (2) RESIDENTIAL AUTOMATED RIGHT HAND DRIVE SIDE**  
**LOAD RETRIEVERS**

**Holt Cat**  
725 E. Business 83  
P.O. Box 1310  
Weslaco, Texas 78599

**Rush Truck Center**  
4700 N. Cage Blvd.  
Pharr, Texas 78577

**Valley Truck Center**  
4301 N. Cage Blvd.  
Pharr, Texas 78577

**French-Ellison Truck Ctr. Ltd.**  
4300 N. Cage Blvd.  
Pharr, Texas 78577

**AG Truck Sales**  
2630 West Broadway Rd.  
Phoenix, AZ 85041

**Big Truck Rental**  
1039 S. 50<sup>th</sup> St.  
Tampa, FL 33619

**South Texas Freightliner**  
3103 N.Cage Blvd.  
Pharr, Texas 78577

**Fanotech Waste Equipment Inc.**  
P.O. Box 690  
Bracebridge, ON P1L 1TP

**Heil of Texas**  
503 Pop Gunn  
San Antonio, Texas 78219

**Reliance Truck & Equipment**  
7200 SW White Road  
San Antonio, Texas 78222-5204

**Fleetpride**  
711 N. Cage Blvd.  
Pharr, Texas 78577

**Big Truck Rental**  
1039 S.50<sup>TH</sup> St.  
Tampa, FL 33619

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding Bid No. 2017-09, Purchase of a New Automated Waste Tarping System to Tarpomatic, Inc., in the Amount of \$105,642. [Ramiro L. Gomez, Director Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday, October 3, 2016, bids were received and opened for Bid No. 2017-09, Purchase of a New Automated Waste Tarping System. A total of two (2) bids were received and opened. After a review of the submittal, Tarpomatic, Inc. is the single bidder meeting specifications as listed. The second respondent did not meet several critical components and elements listed on the bid.

Staff has verified that no taxes are owed to the City by Tarpomatic, and funding is available within the Solid Waste Management's 2016-2017 Fiscal Year Operating Budget. The City has previously done business with Tarpomatic.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-09, Purchase of a New Automated Waste Tarping System to Tarpomatic, Inc., in the Amount of \$105,642.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

Â /s/Ramiro L. Gomez,  
Jr.  
\_\_\_\_\_  
Ramiro Gomez  
Director of Solid Waste  
Management

\*\*\*\*\*

**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: New Automated Waste Tarping System

Bid No.: 2017-09

Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Tarpomatic Inc. Canton, Ohio		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE				
11.1	1	Automated Waste Tarping System	\$71,537.00	\$71,537.00				
11.2	1	Setup and Training	\$ 2,950.00	\$ 2,950.00				
11.3	1	Shipping	\$ 4,475.00	\$ 4,475.00				
3.1	2	Additional 40 Foot Tarp Spool Assemblies	\$ 3,950.00	\$ 7,900.00				
3.2	4	Additional 40X100 Foot Tarps with ballast assemblies	\$ 4,450.00	\$ 17,800.00				
3.3	1	Wireless Remote Controller	\$ 980.00	\$ 980.00				
<b>SUBTOTAL.....</b>			\$88,342.00	\$ 105,642.00				
<b>NET TOTAL.....</b>								
<b>TERMS.....</b>								
<b>DELIVERY.....</b>								

**RECOMMENDATION:**

Award: Bid 2017-09 to Tarpomatic of Canton Ohio, the bidder meeting specifications.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department: Solid Waste Management  
 Budgeted Amount Available: \$115,000  
 Additional Funds Required: \$0.00  
 Prepared By: Laura Olivarez, Administrative Assistant

**DISCLAIMER:**

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



**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF A NEW AUTOMATIC WASTE TARPING SYSTEM**

**BID NO. 2017-09**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF A NEW AUTOMATIC WASTE TARPING SYSTEM.**

You are invited to submit a sealed bid for the **PURCHASE OF A NEW AUTOMATIC WASTE TARPING SYSTEM** as requested by the City of Edinburg Solid Waste 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 REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF A NEW AUTOMATIC WASTE TARPING SYSTEM:**

**MINIMUM BID SPECIFICATIONS  
FOR A NEW AUTOMATIC WASTE TARPING SYSTEM**

<b>1 - INSTRUCTIONS TO BIDDERS:</b>		<b>INITIAL</b>
1.1	The City of Edinburg provides collection, disposal and vector control services to 100% of all Residents, Commercial and Industrial Establishments within our city limits. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe an A NEW AUTOMATIC WASTE TARPING SYSTEM. The AWTS shall be capable safely and automatically deploying a blasted canvas tarp over the waste tipping area or any area approved for its use at our landfill disposal sites. Therefore, all components and requirements shall be at a minimum as listed in the attached specifications herein describe; the minimum acceptable features, performance and operational requirements for NEW WASTE SITE TARPPING SYSTEM that the City of Edinburg will purchase for use with its Solid Waste Program.	DC
1.2	The manufacturer of all equipment provided under this contract shall be ISO 9001-2000 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standards for this type of service.	DC

1.3	<p>All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. By checking, any of the "NO" spaces the bidder states that the product being bid does not conform to that minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet, which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <u>all variations and/or exceptions must be documented</u>, referencing applicable paragraph(s), and <u>explained in detail on a separate page titled "Exceptions"</u>. Otherwise, it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. <u>However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable</u>. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	DC
1.4	<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor, which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.</p>	DC

2 - BASIC SPECIFICATIONS:			
	YES	NO	Exception
MAKE: TARPOMATIC			YEAR: 2017
2.1	THE ATM SHALL BE A SELF CONTAINED UNIT AND SHALL REQUIRE NO CONNECTION TO OPERATE. IT SHALL EASILY ATTACH TO THE PUSH BLADE OF EITHER A DOZER OR A TRASH COMPACTOR. IT SHALL ALSO DETACH EASILY TO BE SET OUT OF THE WAY WHILE NOT IN USE.	x	
2.2	THE VENDOR SHALL PROVIDE ELECTRIC CONTROLS INSIDE THE CAB OF THE DOZER OR TRASH COMPACTOR.	x	
2.3	THIS UNIT SHALL INCLUDE A DIESEL ENGINE (APPROXIMATELY 26.5HP CAT C1.1) THAT SHALL BE STARTED FROM THE CAB OF THE DOZER OR COMPACTOR.	x	
2.4	THIS UNIT SHALL INCLUDE AN ELECTRICALLY CONTROLLED HYDRAULIC SYSTEM WITH AND ENGINE SHUTDOWN PROTECTION SYSTEM	x	

		YES	NO	Exception
2.5	THIS UNIT SHALL BE CAPABLE OF ROLLING UP AND LAYING DOWN THREE (3) 40' X 100' TARPS THAT HAVE 3/4" CABLES INSTALLED APPROXIMATELY EVERY 10 FEET.	x		
2.6	ADDITIONAL, DETACHABLE, TARP ROLLING TUBES WILL BE AVAILABLE AND SHALL BE 40' IN LENGTH AND SHALL BE OF SUFFICIENT DIAMETER AND STRENGTH TO HANDLE (3) 40' X 100' TARPS.	x		
2.7	THREE (3) 40' X 100' TARPS WITH 3/8" CHAIN ALONG THE 100 FOOT SIDE AND 3/4" CABLES INSTALLED EVERY 10 FEET SHALL BE SUPPLIED WITH THE MACHINE	x		
2.8	THIS UNIT SHALL HAVE HYDRAULICALLY OPERATED CARRYING ARMS CAPABLE OF CARRYING THE SPECIFIED NUMBER OF DETACHABLE TARP ROLLING TUBES WITH TARPS ATTACHED.	x		
2.9	THIS UNIT SHALL INCLUDE A HEAVY DUTY HYDRAULIC MOTOR AND HYDRAULIC DRIVE MOTOR ENGAGING SYSTEM.	x		
2.10	THE FRAME OF THE ATM SHALL BE DESIGNED TO BE DISMANTLED FOR TRANSPORT AND THEN EASILY REASSEMBLED FOR USE.	x		
2.11	THE VENDOR SHALL FABRICATE AND PROVIDE ONE SET OF FULLY ADJUSTABLE MOUNTING BRACKETS CAPABLE OF MOUNTING TO EITHER A DOZER OR TRASH COMPACTOR.	x		
2.12	THE VENDOR SHALL PROVIDE THE INSTALLATION OF THE MOUNTING BRACKETS AND THE ELECTRIC CONTROL SYSTEM APPROPRIATE FOR EITHER A DOZER OR TRASH COMPACTOR.	x		

**3.0 - ADDITIONAL EQUIPMENT**

**COST**

3.1	3 ADDITIONAL 40 FOOT TARP SPOOL ASSEMBLIES		\$11,850.00	
3.2	8 ADDITIONAL 40 X 100 FOOT TARPS WITH BALLAST ASSEMBLIES		\$35,600.00	
3.3	1 WIRELESS REMOTE CONTROLLER		\$ 980.00	

26,700.00

**4 - MACHINE OR EQUIPMENT AVAILABILITY**

**YES**

**NO**

4.1	WITHIN 30 DAYS OF ISSUANCE		x
4.2	WITHIN 60 DAYS OF ISSUANCE		x
4.3	WITHIN 90 DAYS OF ISSUANCE		x

4.4	<p>IF OVER 90 DAYS EXPLAIN</p> <p>Due to heavy volume of previous orders, delivery would be approximately the end of January, 2017 to mid February, 2017</p>
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**5 - DELIVERY, SETUP AND TRAINING:**

5.1	<p>THE EQUIPMENT SHALL BE DELIVERED TO THE CITY OF EDINBURG LANDFILL LOCATED AT 8601 NORTH JASMAN RD, EDINBURG TEXAS 78540 AND SET UP AT SAME LOCATION. TRAINING ON PROPER OPERATION AND MAINTENANCE OF THE EQUIPMENT SHALL BE CONDUCTED OVER A TWO (2) DAY PERIOD AND SHALL NOT BE LESS THAN TWELVE (12) HOURS.</p>
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**6 - MANUALS:**

		YES	NO	Exception
6.1	TWO SETS EACH OF PARTS MANUALS, OPERATOR'S MANUALS, AND SERVICE MANUALS.	x		

**7 - STANDARD WARRANTY:**

		YES	NO	OFFER
7.1	SHALL HAVE NO LESS THAN 1 YEAR FULL MANUFACTURER'S BASE WARRANTY ON THE EQUIPMENT; ALL WARRANTIES SHALL INCLUDE PARTS, LABOR, HAULING, TRAVEL, AND MILEAGE REQUIRED AND THE DETAILS OF THIS WARRANTY MUST ACCOMPANY THE BID.		x	See Attached

**8 - LISTING OF ALL WASTE FACILITIES UTILIZING YOUR EQUIPMENT:**

Please list all contacts and phone numbers (**TEXAS Facilities ONLY**)

Company/Agency	Machine Year and Model	Contact Person	Phone Number	Distance from COE (Miles)	Time Machine in Service and Possession
Republic Pine Hill	2011 40' ATM	Bill Bible	903- 984-3922	536	5 yrs
Republic Camelot	2011 40' ATM	Levi Plumly	972- 261-9625	496	5 yrs
Twin Oaks	1997 40' ATM	Howard Slough	979- 324-1356	373	19 yrs



## ***STANDARD WARRANTY***

**Tarpomatic Inc.'s Automatic Tarping Equipment is warranted for one year from Date of Purchase. We will replace without charge any defects due to faulty parts, materials or workmanship. Labor for replacing parts is furnished by the buyer unless Tarpomatic Inc. and the buyer agree to other arrangements at the time of repair.**

**This warranty does not apply to parts or structural damage caused by negligence or where machine structure or mechanics of machine have been altered. This warranty does not apply to any tarp material furnished with the Automatic Tarping Equipment. Warranty for this material, if available, is supplied by that specific manufacturer through Tarpomatic Inc.**

**Mike W. Slutz  
Vice President**



**11 -BID FORM:** 2017-09

Company Name: Tarpomatic, Inc

Printed Name of Person Submitting Bid: Dave Collinsworth

Street Address: 512 45th St SW

County, State: Canton, Ohio

Zip: 44706

Phone Number: (330) 484-7100

Fax Number: (330) 484-4630

E-mail Address: tarpomatic@aol.com

11.1	A NEW AUTOMATIC WASTE TARPING SYSTEM		\$ 71,537.00
11.2	SETUP AND TRAINING		\$ 2,950.00
11.3	SHIPPING		\$ 4,475.00
11.4	EXTENDED PRICING WITHOOUT EXTENDED WARRANTY (ADD ITEMS 11.1-11.3)	\$ 78,962.00	
12.0	AVAILABLE EXTENDED WARRANTY(S)		
12.1	___ YR _____ TYPE _____	COST	
12.2	___ YR _____ TYPE _____	COST	
12.3	___ YR _____ TYPE _____	COST	
<b>***FOR CITY USE ONLY****</b>			
13	PRICING OF BEST WARRANTY OPTION (SPECIFY WARRANTY OPTION _____)	\$	
14	PRICING OF ADD ON OPTIONS SECTION 3.0 (SPECIFY <u>3.1, 3.2, 3.3</u> )	\$ 48,430.00	
15	FINAL EXTENDED PRICING WITH WARRANTY PRICING AND OPTIONS FOR PURCHASE: ( ADD ITEMS 11.4 + 13 + 14)		\$ 127,392.00

91,792.<sup>05</sup>

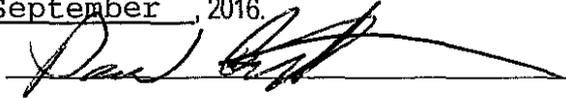
All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy 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 x

Has the Company ever conducted business with the City of Edinburg? Yes x No \_\_\_\_\_

Respectfully submitted this 29 day of September, 2016.

SIGNATURE:



TYPE/PRINT NAME:

Dave Collinsworth

TITLE:

Sales Manager

COMPANY:

Tarpomatic, Inc

ADDRESS:

512 45th St SW

Canton, Ohio 44706

TELEPHONE NO.:

330-484-7100

FAX NO.:

330-484-4630

EMAIL:

tarpomatic@aol.com



# DEPARTMENT OF SOLID WASTE MANAGEMENT



BID REQUEST

**PURCHASE OF A NEW AUTOMATIC WASTE  
TARPING SYSTEM**

Bid # 2017-09

BID DUE DATE: Monday, October 03, 2016  
DUE TIME: 3:00 P.M., C.S.T.

**8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 381-5635 • Fax (956) 292-2064**

## 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, October 03, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2017-09 PURCHASE OF A NEW AUTOMATIC WASTE TARPING SYSTEM**

**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](http://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](mailto:lfuentes@cityofedinburg.com)**

If you have any questions or require additional information regarding this bid, please contact Solid Waste Management at (956) 381-5635.

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 A NEW AUTOMATIC WASTE TARPING SYSTEM** 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 (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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.

## **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.

## **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, 956-418-1895) 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](http://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 A NEW AUTOMATIC WASTE TARPING SYSTEM 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.)

### **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.

**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 7<sup>th</sup> 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](http://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](http://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.

- (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 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**

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  
PURCHASE OF A NEW AUTOMATIC WASTE TARPING SYSTEM**

**BID NO. 2017-09**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF A NEW AUTOMATIC WASTE TARPING SYSTEM.**

You are invited to submit a sealed bid for the **PURCHASE OF A NEW AUTOMATIC WASTE TARPING SYSTEM** as requested by the City of Edinburg Solid Waste 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 REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF A NEW AUTOMATIC WASTE TARPING SYSTEM:**

**MINIMUM BID SPECIFICATIONS  
FOR A NEW AUTOMATIC WASTE TARPING SYSTEM**

<b>1 - INSTRUCTIONS TO BIDDERS:</b>		<b>INITIAL</b>
1.1	The City of Edinburg provides collection, disposal and vector control services to 100% of all Residents, Commercial and Industrial Establishments within our city limits. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe an A NEW AUTOMATIC WASTE TARPING SYSTEM. The AWTS shall be capable safely and automatically deploying a blasted canvas tarp over the waste tipping area or any area approved for its use at our landfill disposal sites. Therefore, all components and requirements shall be at a minimum as listed in the attached specifications herein describe; the minimum acceptable features, performance and operational requirements for NEW WASTE SITE TARPPING SYSTEM that the City of Edinburg will purchase for use with its Solid Waste Program.	
1.2	The manufacturer of all equipment provided under this contract shall be ISO 9001-2000 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer’s current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standards for this type of service.	

1.3	<p>All bids must be submitted on the City’s form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. By checking, any of the “<b>NO</b>” spaces the bidder states that the product being bid does not conform to that minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet, which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b><u>all variations and/or exceptions must be documented</u></b>, referencing applicable paragraph(s), and <b><u>explained in detail on a separate page titled “Exceptions”</u></b>. Otherwise, it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. <b><u>However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable.</u></b> Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>			
1.4	<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor, which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.</p>			
<b>2 - BASIC SPECIFICATIONS:</b>				
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
MAKE:	MODEL:	YEAR:		
2.1	THE ATM SHALL BE A SELF CONTAINED UNIT AND SHALL REQUIRE NO CONNECTION TO OPERATE. IT SHALL EASILY ATTACH TO THE PUSH BLADE OF EITHER A DOZER OR A TRASH COMPACTOR. IT SHALL ALSO DETACH EASILY TO BE SET OUT OF THE WAY WHILE NOT IN USE.			
2.2	THE VENDOR SHALL PROVIDE ELECTRIC CONTROLS INSIDE THE CAB OF THE DOZER OR TRASH COMPACTOR.			
2.3	THIS UNIT SHALL INCLUDE A DIESEL ENGINE (APPROXIMATELY 26.5HP CAT C1.1) THAT SHALL BE STARTED FROM THE CAB OF THE DOZER OR COMPACTOR.			
2.4	THIS UNIT SHALL INCLUDE AN ELECTRICALLY CONTROLLED HYDRAULIC SYSTEM WITH AND ENGINE SHUTDOWN PROTECTION SYSTEM			

		YES	NO	Exception
2.5	THIS UNIT SHALL BE CAPABLE OF ROLLING UP AND LAYING DOWN THREE (3) 40' X 100' TARPS THAT HAVE 3/4" CABLES INSTALLED APPROXIMATELY EVERY 10 FEET.			
2.6	ADDITIONAL, DETACHABLE, TARP ROLLING TUBES WILL BE AVAILABLE AND SHALL BE 40' IN LENGTH AND SHALL BE OF SUFFICIENT DIAMETER AND STRENGTH TO HANDLE (3) 40' X 100' TARPS.			
2.7	THREE (3) 40' X 100' TARPS WITH 3/8' CHAIN ALONG THE 100 FOOT SIDE AND 3/4" CABLES INSTALLED EVERY 10 FEET SHALL BE SUPPLIED WITH THE MACHINE			
2.8	THIS UNIT SHALL HAVE HYDRAULICALLY OPERATED CARRYING ARMS CAPABLE OF CARRYING THE SPECIFIED NUMBER OF DETACHABLE TARP ROLLING TUBES WITH TARPS ATTACHED.			
2.9	THIS UNIT SHALL INCLUDE A HEAVY DUTY HYDRAULIC MOTOR AND HYDRAULIC DRIVE MOTOR ENGAGING SYSTEM.			
2.10	THE FRAME OF THE ATM SHALL BE DESIGNED TO BE DISMANTLED FOR TRANSPORT AND THEN EASILY REASSEMBLED FOR USE.			
2.11	THE VENDOR SHALL FABRICATE AND PROVIDE ONE SET OF FULLY ADJUSTABLE MOUNTING BRACKETS CAPABLE OF MOUNTING TO EITHER A DOZER OR TRASH COMPACTOR.			
2.12	THE VENDOR SHALL PROVIDE THE INSTALLATION OF THE MOUNTING BRACKETS AND THE ELECTRIC CONTROL SYSTEM APPROPRIATE FOR EITHER A DOZER OR TRASH COMPACTOR.			
<b>3.0 - ADDITIONAL EQUIPMENT</b>		<b>COST</b>		
3.1	3 ADDITIONAL 40 FOOT TARP SPOOL ASSEMBLIES			
3.2	8 ADDITIONAL 40 X 100 FOOT TARPS WITH BALLAST ASSEMBLIES			
3.3	1 WIRELESS REMOTE CONTROLLER			
<b>4 - MACHINE OR EQUIPMENT AVAILABILITY</b>		<b>YES</b>	<b>NO</b>	
4.1	WITHIN 30 DAYS OF ISSUANCE			
4.2	WITHIN 60 DAYS OF ISSUANCE			
4.3	WITHIN 90 DAYS OF ISSUANCE			

4.4	IF OVER 90 DAYS EXPLAIN
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**5 - DELIVERY, SETUP AND TRAINING:**

5.1	THE EQUIPMENT SHALL BE DELIVERED TO THE CITY OF EDINBURG LANDFILL LOCATED AT 8601 NORTH JASMAN RD, EDINBURG TEXAS 78540 AND SET UP AT SAME LOCATION. TRAINING ON PROPER OPERATION AND MAINTENANCE OF THE EQUIPMENT SHALL BE CONDUCTED OVER A TWO (2) DAY PERIOD AND SHALL NOT BE LESS THAN TWELVE (12) HOURS.
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**6 - MANUALS:**

		YES	NO	Exception
6.1	TWO SETS EACH OF PARTS MANUALS, OPERATOR'S MANUALS, AND SERVICE MANUALS.			

**7 – STANDARD WARRANTY:**

		YES	NO	OFFER
7.1	SHALL HAVE NO LESS THAN 1 YEAR FULL MANUFACTURER'S BASE WARRANTY ON THE EQUIPMENT; ALL WARRANTIES SHALL INCLUDE PARTS, LABOR, HAULING, TRAVEL, AND MILEAGE REQUIRED AND THE DETAILS OF THIS WARRANTY MUST ACCOMPANY THE BID.			

**8 -LISTING OF ALL WASTE FACILITES UTILIZING YOUR EQUIPMENT:**

Please list all contacts and phone numbers (**TEXAS Facilities ONLY**)

Company/Agency	Machine Year and Model	Contact Person	Phone Number	Distance from COE (Miles)	Time Machine in Service and Possession



**11 - BID FORM:**

Company Name:

Printed Name of Person Submitting Bid:

Street Address:

County, State:

Zip:

Phone Number: (    )

Fax Number: (    )

E-mail Address:

11.1	<b>A NEW AUTOMATIC WASTE TARPING SYSTEM</b>	\$	
11.2	SETUP AND TRAINING	\$	
11.3	SHIPPING	\$	
11.4	EXTENDED PRICING WITHOUT EXTENDED WARRANTY (ADD ITEMS 11.1-11.3)	\$	
12.0	AVAILABLE EXTENDED WARRANTY(S)		
12.1	___ YR _____ TYPE _____ COST		
12.2	___ YR _____ TYPE _____ COST		
12.3	___ YR _____ TYPE _____ COST		
<b>***FOR CITY USE ONLY***</b>			
13	PRICING OF BEST WARRANTY OPTION (SPECIFY WARRANTY OPTION _____)	\$	
14	PRICING OF ADD ON OPTIONS SECTION 3.0 (SPECIFY _____, _____, _____)	\$	
15	<b>FINAL EXTENDED PRICING WITH WARRANTY PRICING AND OPTIONS FOR PURCHASE: ( ADD ITEMS 11.4 + 13 + 14)</b>	\$	

*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:** \_\_\_\_\_

**BIDDER'S LIST**  
**PURCHASE OF A NEW AUTOMATED WASTE TARPING SYSTEM**

**Tarpomatic**  
**512 45th Street S.W.**  
**Canton, OH 44706**

**Tarp Armor**  
**PO Box 1257**  
**Rogers, AK 72757**

**AAATarps**  
**PO Box 626**  
**Roebuck, SC 29376**

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding Bid No. 2017-10, Purchase of Three (3) New Brush Trucks with a 30 Cu. Yd. Hydraulic Dump Body to Doggett Freightliner of South Texas, in the Amount of \$305,529. [Ramiro L. Gomez, Director of Solid Waste Management]

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**STAFF COMMENTS AND RECOMMENDATION:**

On Monday, October 3, 2016 bids were opened for Bid No. 2017-10, Purchase of Three (3) New Brush Trucks with a 30 Cu. Yd. Hydraulic Dump Body. A total of two (2) bids were received and opened. The low bid meeting specifications was submitted by Doggett Freightliner of South Texas.

Currently, the Department of Solid Waste Management utilizes its brush trucks to provide service for over 22,676 residents. The purchase of these units would continue to enhance our current collection operation and allow for the continued expansion of this program.

Therefore, staff recommends the purchase of three (3) 2017 Freightliner M2 from Doggett Freightliner of South Texas for use with the City's Brush Collection Operations in the amount of \$305,529.

Staff has verified that no monies are owed to the City by Doggett Freightliner of South Texas and funding for the purchases of these new brush trucks is available within the Fiscal Year 2016-2017 Solid Waste Management Operating Budget. The City has previously done business with Doggett Freightliner.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-10, Purchase of Three (3) New Brush Trucks with a 30 Cu. Yd. Hydraulic Dump Body to Doggett Freightliner of South Texas, in the Amount of \$305,529.

**REVIEWED BY:**

**PREPARED BY:**

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

Â /s/ Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

Â /s/ Ramiro L. Gomez, Jr.  
Ramiro Gomez  
Director of Solid Waste Management

\*\*\*\*\*

**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: Purchase of Three (3) New Brush Truck with a 30 Cu. Yd. Hydraulic Dump Body

Bid No.: 2017-10

Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Doggett Freightliner Pharr, Texas		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE				
29.1	3	New Brush Truck with 30 yd Hydraulic Dump Body	\$101,843.00	\$305,529.00				
29.2		Available Extended Warranty(s) Cab and Chasis						
	3	3 Year 100K Miles Freightliner TC4	\$695.00	\$2,085.00				
	3	5 Year 150K Miles Freightliner TC4	\$2,230.00	\$6,690.00				
	3	7 Year 250K Miles Freightliner TC4	\$4,195.00	\$12,585.00				
29.3		Available Extended Warranty(s) Dump Body						
	3	2 Year Extended Body Coverage	25000	\$7,500.00				
<b>SUBTOTAL .....</b>			\$101,843.00	\$305,529.00				
<b>NET TOTAL .....</b>								
<b>TERMS .....</b>								
<b>DELIVERY .....</b>								
			90 To 120 Days					

**RECOMMENDATION:**

Award: Bid 2017-10 to Dogget Freightliner of South Texas of Pharr, Texas the lowest bidder meeting specifications.

Department: Solid Waste Management  
 Budgeted Amount Available: \$330,000  
 Additional Funds Required: \$0.00  
 Prepared By: Laura Olivarez, Adminsitrative Assistant

**DISCLAIMER:**

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





# DEPARTMENT OF SOLID WASTE MANAGEMENT



BID REQUEST



**PURCHASE OF THREE (3) NEW BRUSH TRUCK  
WITH A 30 CUYD HYDRAULIC DUMP BODY**

Bid # 2017-10

BID DUE DATE: Monday, October 03, 2016  
DUE TIME: 3:00 P.M., C.S.T.

**8601 N Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 381-5635 • Fax (956) 292-2064**

## 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, October 03, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2017-10

### PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY

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](http://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](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this bid, please contact **Solid Waste Management at (956) 381-5635**.

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY T** 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 (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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.

## **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.

**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, 956-418-1895) 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](http://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 THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY** 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.)

#### **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.

## **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 7<sup>th</sup> 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](http://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](http://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.

- (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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 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**

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  
BID FORM FOR  
PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY**

BID NO. 2017-10

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY 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.**

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER _____	
		Specify	
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY**

**BID NO. 2017-10**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY.**

You are invited to submit a sealed bid for the **PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY** as requested by the City of Edinburg Solid Waste 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 REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF A NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC:**

**MINIMUM BID SPECIFICATIONS  
FOR THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY**

<b>1 - INSTRUCTIONS TO BIDDERS:</b>		<b>INITIAL</b>
1.1	The City of Edinburg owns and operates a Fully Automated Waste Collection Fleet and services 100% of all City Residents and Commercial Establishments. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe a conventional cab LEFT Hand Drive BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY. The truck shall be capable of carrying and transporting refuse/green waste to a landfill and dispensing the load by means of tipping the load from the Dump Body. All components and requirements shall be at a minimum as listed in the attached specifications herein describe the minimum acceptable features, performance and operational requirements for a conventional cab LEFT hand drive with a hydraulic hoist that the City of Edinburg will purchase for use with its Collection Program.	
1.2	The manufacturer of all equipment provided under this contract shall be ISO 9001-2008 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2012.	

1.3	<p>All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. By checking any of the "<b>NO</b>" spaces the bidder states that the product being bid does not conform to that minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b><u>all variations and/or exceptions must be documented</u></b>, referencing applicable paragraph(s), and <b><u>explained in detail on a separate page titled "Exceptions"</u></b>. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. <b><u>However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable.</u></b> Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	
1.4	<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.</p>	

<b>2 - BASIC SPECIFICATIONS:</b>					
<b>CAB AND CHASIS</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>	
MAKE:	MODEL:	YEAR:			
2.1	CONVENTIONAL CAB DESIGN – DAY CAB (LEFT HAND)				
2.2	CLASS 7 (HIGHWAY) TRUCK				
2.3	CAB SHALL HAVE THERMAL INSULATION IN THE CAB				
2.4	AIR CONDITIONER/ HEATER/ DEFROSTER FACTORY INSTALLED				
2.5	INSIDE THE CAB COLOR GREY/BLACK				
2.6	TILT STEERING COLUMN				
2.7	HIGH BACK DRIVER FABRIC SEAT				
2.8	AIR RIDE HIGH BACK PASSENGER FABRIC SEAT				

		YES	NO	Exception
2.9	OUTSIDE COLOR IS WHITE			
2.10	RADIO AM/FM			
2.11	BACK UP ALARM (107 DB)			
2.12	MIRRORS EACH SIDE; 1FLAT, 1 CONVEX EACH SIDE OF DOORS			
2.13	1 AIR HORN - AIR HORN 24.5" CHROME – ROUND W/HORN SHIELD			
2.14	SHALL HAVE DAYTIME RUNNING LIGHTS			
2.15	ADJUSTABLE STEERING COLUMN			
2.16	REAR WINDOW BACK OF CAB DARK TINT			
2.17	ONE PIECE FLAT WINDSHIELD			
2.18	ELECTRIC WINDSHIELD WIPERS			
2.19	TRIANGLE REFLECTOR KIT SHIPPED LOOSE			
2.20	AIR RESTRICTION INDICATOR			
2.21	HEADLIGHTS DUAL RECTANGULAR HALOGEN			
2.22	(5) MARKER LIGHTS			
2.23	(5) LED CLEARANCE WITH (2) LED MARKER LIGHTS			
2.24	NONE FURNISHED STOP/BACKUP LIGHTS			
<b>3 – ENGINE:</b>				
		YES	NO	Exception
3.1	THE ENGINE SHALL HAVE A MAXIMUM OF 260 HP			
3.2	SHALL HAVE AN ENGINE PROTECTION SHUTDOWN			
3.3	ALTERNATOR 130 AMP			
3.4	12V STARTER			
3.5	SINGLE SPEED FAN CLUTCH			

		YES	NO	Exception
3.6	AIR COMPRESSOR			
3.7	SPIN-ON FUEL FILTER FRAME MOUNTED UNHEATED			
3.8	HIGH EFFICIENCY COOLING			
3.10	RADIAL SEAL, DRY TYPE AIR CLEANER			
3.11	EXHAUST SINGLE RH SIDE OF CAB			
3.12	CARB ENGINE IDLING COMPLIANCE			
3.13	STANDARD CHROME MOUNTED GRILLE			
3.14	12IN FVG AIR CLEANER HORIZONTAL MOUNTED			
<b>4 - POWERTRAIN/TRANSMISSION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
4.1	ALLISON 2500 RDS-P AUTOMATIC TRANSMISSION GEN -5 – 6 SPEED CONFIGURATION, CLOSE RATIO GEARS WITH DASH MOUNTED PUSH BUTTON SHIFTER			
<b>5 – FRAME AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
5.1	WHEEL BASE SHALL BE 256 INCH			
5.2	SHALL BE A MINIMUM OF 33,000 GVW			
5.3	SHALL HAVE LADDER TYPE STRAIGHT “C” CHANNEL			
5.4	WIDTH 34 INCHES			
5.5	YIELD STRENGTH 120,000 PSI			
5.6	RBM (RESISTING BENDING MOVEMENT) 1,280,800			
<b>6 – FRONT AXLE AND EQUIPMENT :</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
6.1	SHALL BE EQUIPPED WITH MFS – 12 SERIES REVERESED ELLIOT “I” BEAM (OIL LUBRICATED) FRONT AXLE 12,000 LBS, 3.5IN DROP			
6.2	SHALL BE EQUIPPED WITH, TAPER LEAF SPRING, WITH HEAVY RESISTANCE SHOCKS 12,000 LBS			

		YES	NO	Exception
6.3	SHALL BE EQUIPPED WITH POWER STEERING			
6.4	POWER STEERING RESERVOIR FRAME MOUNTED W/COOLER			
6.5	SERVICE BRAKES – FULL AIR, DUAL CIRCUIT, “S” CAM TYPE, LEADING AND TRAILERING SHOES WITH AUTOMATIC ADJUSTMENT			
<b>7 – REAR AXLE AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
7.1	SHALL BE EQUIPPED WITH RS21-145, FULL FLOATING, SINGLE REDUCTION, SINGLE-SPEED, HYPOID GEARING, REAR AXLE STD-21,000LBS			
7.2	REAR SPRING – SEMI-ELLIPTIC MAIN OPT – 4,500 LB AUXILIARY RUBBER REAR SPRING, STD-21,000 LBS			
7.3	PARKING BRAKES SPRING BRAKE CHAMBER (REAR AXLE) WITH SR-71 EMERGENCY BRAKE SYSTEM			
7.4	STANDARD SERVICE BRAKES, STEER AND DRIVER AXLES			
7.5	SHALL BE EQUIPPED WITH ABS			
7.6	SYNTHETIC AXLE LUBRICANT ALL AXLES			
<b>8 – TIRES AND WHEELS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
8.1	6 TIRES STD – 11R22.5 14(G)			
8.2	STEEL POWDER COATED			
<b>9 –BATTERY BOX , BUMPER AND ELECTRIC EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
9.1	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH UNDER CAB			
9.2	BUMPER –STEEL CLAD CHANNEL WITH ONE TOW PIN			
9.3	STD – 12 V, 130 AMP			
<b>10 - FUEL TANKS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
10.1	STD – 50 GAL FUEL MOUNTED UNDER CAB			
10.2	4.7 GAL DEF TANK MOUNTED LH UNDER CAB			

<b>11 – DUMP BODY:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
11.1	30 CUBIC YARD HYDRAULIC ACTUATED DUMP TRUCK/DUMP BODY			
11.2	SHALL HAVE AN HDX -2030 HARDOX BODY 1/8 INCH SIDES, 3/16 INCH FLOOR			
11.3	ELECTRIC GOAL POST TYPE LOAD COVERING DEVICE			
11.4	STANDARD BARN DOORS FOR BODY			
11.5	WIRE LOOM FOR BODY WIRING			
11.6	LED TYPE BODY LIGHTS			
11.7	BODY COLOR BLACK			
<b>13 – RESERVED :</b>				
<b>14 - MACHINE OR EQUIPMENT AVAILABILITY</b>				
		<b>YES</b>	<b>NO</b>	
14.1	WITHIN 30 DAYS OF ISSUANCE			
14.2	WITHIN 60 DAYS OF ISSUANCE			
14.3	WITHIN 90 DAYS OF ISSUANCE			
14.4	IF OVER 90 DAYS EXPLAIN			
<b>15 – SAFETY LIGHTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
<p>Amber LED's or equal Mounted on chassis FRONT GRILLE, SIDE AND REAR OF VEHICLE. All lenses shall be clear.</p> <p>Front Grille - Two Whelen 700 Series Amber LED's, mounted on front grille, or equal. All lenses shall be clear.</p> <p>Rear – Two Whelen 700 Series Amber LED's, mounted on rear of refuse body, or equal. All lenses shall be clear.</p> <p>Side Body – Two Whelen 600 Series Amber LED's, or equal, mounted behind the cab on the refuse body approximately mid-ship.</p> <p>All lenses shall be clear. All LED's shall be wired and actuated when the Vehicle is in drive position. A switch control shall be mounted in the chassis cab.</p>				

<b>16 - REARVIEW CAMERA:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
16.1	Color rear mounted camera and cab mounted monitor, INTEC 6.8" Non-Glare LCD w/250+ lines resolution monitor, Industrial color camera W/MIL Spec. connectors or equivalent.			
<b>17 - DELIVERY, SETUP AND TRAINING:</b>				
17.1	The Truck shall be delivered to the CITY OF EDINBURG Landfill located at 8601 NORTH JASMAN Rd, EDINBURG TEXAS 78540 and set up to work at the selling dealer's expense. Training on proper operation and maintenance of the compactor shall be conducted over a two (2) day period and shall not be less than twelve (12) hours.			
<b>18 - MANUALS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
18.1	Two sets each of parts manuals, operator's manuals, and service manuals.			
<b>19 - STANDARD WARRANTY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
19.1	Shall have no less than 1 year or 100,000 Mile full manufacturer's Base Warranty on the cab and chassis; Engine shall have 2 years 250,000 mile Standard Engine Warranty; Transmission shall have 3 year unlimited mile warranty; all warranties shall include parts, labor, hauling, travel, and mileage required and the details of this warranty must accompany the bid.			

**20 - LISTING OF ALL WASTE FACILITIES UTILIZING YOUR EQUIPMENT:**

Please list all contacts and phone numbers (**TEXAS Facilities ONLY**)

Company/Agency	Machine Year and Model	Contact Person	Phone Number	Distance from COE (Miles)	Time Machine in Service and Possession



**23 -BID FORM:**

Company Name:

Printed Name of Person Submitting Bid:

Street Address:

County, State:

Zip:

Phone Number: (    )

Fax Number: (    )

E-mail Address:

29.1	Item - LEFT hand drive Conventional Cab Brush Truck with a 30 yd hydraulic dump body.	MAKE AND MODEL	\$
29.2	AVAILABLE EXTENDED WARRANTY(S) CAB AND CHASIS		
	___ YR	___ MILES	___ TYPE _____ COST
	___ YR	___ MILES	___ TYPE _____ COST
	___ YR	___ MILES	___ TYPE _____ COST
29.3	AVAILABLE EXTENDED WARRANTY(S) Dump Body		
	___ YR	___ TYPE	___ COST
	___ YR	___ TYPE	___ COST
	___ YR	___ TYPE	___ COST
29.4	DELIVERY TIME AFTER AWARD IN DAYS		

*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  
PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY**

BID NO. 2017-10

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY 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.

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER _____	
Specify			
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY**

**BID NO. 2017-10**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY.**

You are invited to submit a sealed bid for the **PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY** as requested by the City of Edinburg Solid Waste 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 REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF A NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC:**

**MINIMUM BID SPECIFICATIONS  
FOR THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY**

1 - INSTRUCTIONS TO BIDDERS:	INITIAL
<p>1.1 The City of Edinburg owns and operates a Fully Automated Waste Collection Fleet and services 100% of all City Residents and Commercial Establishments. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe a conventional cab LEFT Hand Drive BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY. The truck shall be capable of carrying and transporting refuse/green waste to a landfill and dispensing the load by means of tipping the load from the Dump Body. All components and requirements shall be at a minimum as listed in the attached specifications herein describe the minimum acceptable features, performance and operational requirements for a conventional cab LEFT hand drive with a hydraulic hoist that the City of Edinburg will purchase for use with its Collection Program.</p>	
<p>1.2 The manufacturer of all equipment provided under this contract shall be ISO 9001-2008 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2012.</p>	

1.3	<p>All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. By checking any of the "NO" spaces the bidder states that the product being bid does not conform to that minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <u>all variations and/or exceptions must be documented</u>, referencing applicable paragraph(s), and <u>explained in detail on a separate page titled "Exceptions"</u>. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. <u>However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable</u>. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	
1.4	<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.</p>	

2 - BASIC SPECIFICATIONS:					
CAB AND CHASIS		YES	NO	Exception	
MAKE:	MODEL:	YEAR:			
2.1	CONVENTIONAL CAB DESIGN – DAY CAB (LEFT HAND)	✓			
2.2	CLASS 7 (HIGHWAY) TRUCK	✓			
2.3	CAB SHALL HAVE THERMAL INSULATION IN THE CAB	✓			
2.4	AIR CONDITIONER/ HEATER/ DEFROSTER FACTORY INSTALLED	✓			
2.5	INSIDE THE CAB COLOR GREY/BLACK	✓			
2.6	TILT STEERING COLUMN	✓			
2.7	HIGH BACK DRIVER FABRIC SEAT	✓			
2.8	AIR RIDE HIGH BACK PASSENGER FABRIC SEAT	✓			

		YES	NO	Exception
2.9	OUTSIDE COLOR IS WHITE	✓		
2.10	RADIO AM/FM	✓		
2.11	BACK UP ALARM (107 DB)	✓		
2.12	MIRRORS EACH SIDE; 1FLAT, 1 CONVEX EACH SIDE OF DOORS	✓		
2.13	1 AIR HORN - AIR HORN 24.5" CHROME – ROUND W/HORN SHIELD	✓		
2.14	SHALL HAVE DAYTIME RUNNING LIGHTS	✓		
2.15	ADJUSTABLE STEERING COLUMN	✓		
2.16	REAR WINDOW BACK OF CAB DARK TINT	✓		
2.17	ONE PIECE FLAT WINDSHIELD		✓	1 piece Curved
2.18	ELECTRIC WINDSHIELD WIPERS	✓		
2.19	TRIANGLE REFLECTOR KIT SHIPPED LOOSE	✓		
2.20	AIR RESTRICTION INDICATOR	✓		
2.21	HEADLIGHTS DUAL RECTANGULAR HALOGEN	✓		
2.22	(5) MARKER LIGHTS	✓		
2.23	(5) LED CLEARANCE WITH (2) LED MARKER LIGHTS	✓		
2.24	NONE FURNISHED STOP/BACKUP LIGHTS	✓		
<b>3 – ENGINE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
3.1	THE ENGINE SHALL HAVE A MAXIMUM OF 260 HP	✓		
3.2	SHALL HAVE AN ENGINE PROTECTION SHUTDOWN	✓		
3.3	ALTERNATOR 130 AMP	✓		
3.4	12V STARTER	✓		
3.5	SINGLE SPEED FAN CLUTCH	✓		

		YES	NO	Exception
3.6	AIR COMPRESSOR	✓		
3.7	SPIN-ON FUEL FILTER FRAME MOUNTED UNHEATED	✓		
3.8	HIGH EFFICIENCY COOLING	✓		
3.10	RADIAL SEAL, DRY TYPE AIR CLEANER	✓		
3.11	EXHAUST SINGLE RH SIDE OF CAB	✓		
3.12	CARB ENGINE IDLING COMPLIANCE	✓		
3.13	STANDARD CHROME MOUNTED GRILLE	✓		
3.14	12IN FVG AIR CLEANER HORIZONTAL MOUNTED	✓		
<b>4 - POWERTRAIN/TRANSMISSION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
4.1	ALLISON 2500 RDS-P AUTOMATIC TRANSMISSION GEN -5 – 6 SPEED CONFIGURATION, CLOSE RATIO GEARS WITH DASH MOUNTED PUSH BUTTON SHIFTER		✓	T-Handle Shift Control Dash
<b>5 – FRAME AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
5.1	WHEEL BASE SHALL BE 256 INCH	✓		
5.2	SHALL BE A MINIMUM OF 33,000 GVW	✓		
5.3	SHALL HAVE LADDER TYPE STRAIGHT "C" CHANNEL	✓		
5.4	WIDTH 34 INCHES	✓		
5.5	YIELD STRENGTH 120,000 PSI	✓		
5.6	RBM (RESISTING BENDING MOVEMENT) 1,280,800	✓		
<b>6 – FRONT AXLE AND EQUIPMENT :</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
6.1	SHALL BE EQUIPPED WITH MFS – 12 SERIES REVERESED ELLIOT "I" BEAM (OIL LUBRICATED) FRONT AXLE 12,000 LBS, 3.5IN DROP	✓		
6.2	SHALL BE EQUIPPED WITH, TAPER LEAF SPRING, WITH HEAVY RESISTANCE SHOCKS 12,000 LBS	✓		

		YES	NO	Exception
6.3	SHALL BE EQUIPPED WITH POWER STEERING	✓		
6.4	POWER STEERING RESERVOIR FRAME MOUNTED W/COOLER	✓		
6.5	SERVICE BRAKES – FULL AIR, DUAL CIRCUIT, "S" CAM TYPE, LEADING AND TRAILERING SHOES WITH AUTOMATIC ADJUSTMENT	✓		
<b>7 – REAR AXLE AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
7.1	SHALL BE EQUIPPED WITH RS21-145, FULL FLOATING, SINGLE REDUCTION, SINGLE-SPEED, HYPOID GEARING, REAR AXLE STD-21,000LBS	✓		
7.2	REAR SPRING – SEMI-ELLIPTIC MAIN OPT – 4,500 LB AUXILIARY RUBBER REAR SPRING, STD-21,000 LBS	✓		
7.3	PARKING BRAKES SPRING BRAKE CHAMBER (REAR AXLE) WITH SR-71 EMERGENCY BRAKE SYSTEM	✓		
7.4	STANDARD SERVICE BRAKES, STEER AND DRIVER AXLES	✓		
7.5	SHALL BE EQUIPPED WITH ABS	✓		
7.6	SYNTHETIC AXLE LUBRICANT ALL AXLES	✓		
<b>8 – TIRES AND WHEELS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
8.1	6 TIRES STD – 11R22.5 14(G)	✓		
8.2	STEEL POWDER COATED	✓		
<b>9 – BATTERY BOX , BUMPER AND ELECTRIC EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
9.1	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH UNDER CAB	✓		
9.2	BUMPER – STEEL CLAD CHANNEL WITH ONE TOW PIN		✓	Dual Tow hooks
9.3	STD – 12 V, 130 AMP	✓		
<b>10 - FUEL TANKS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
10.1	STD – 50 GAL FUEL MOUNTED UNDER CAB	✓		
10.2	4.7 GAL DEF TANK MOUNTED LH UNDER CAB		✓	6 Gallon

11 – DUMP BODY:		YES	NO	Exception
11.1	30 CUBIC YARD HYDRAULIC ACTUATED DUMP TRUCK/DUMP BODY	✓		
11.2	SHALL HAVE AN HDX -2030 HARDOX BODY 1/8 INCH SIDES, 3/16 INCH FLOOR	✓		
11.3	ELECTRIC GOAL POST TYPE LOAD COVERING DEVICE	✓		
11.4	STANDARD BARN DOORS FOR BODY	✓		
11.5	WIRE LOOM FOR BODY WIRING	✓		
11.6	LED TYPE BODY LIGHTS	✓		
11.7	BODY COLOR BLACK	✓		
<b>13 – RESERVED :</b>				
<b>14 - MACHINE OR EQUIPMENT AVAILABILITY</b>				
		YES	NO	
14.1	WITHIN 30 DAYS OF ISSUANCE		✓	
14.2	WITHIN 60 DAYS OF ISSUANCE		✓	
14.3	WITHIN 90 DAYS OF ISSUANCE	✓		
14.4	IF OVER 90 DAYS EXPLAIN			
<b>15 – SAFETY LIGHTING:</b>		YES	NO	Exception
Amber LED's or equal Mounted on chassis FRONT GRILLE, SIDE AND REAR OF VEHICLE. All lenses shall be clear.		✓		
Front Grille - Two Whelen 700 Series Amber LED's, mounted on front grille, or equal. All lenses shall be clear.		✓		
Rear – Two Whelen 700 Series Amber LED's, mounted on rear of refuse body, or equal. All lenses shall be clear.		✓		
Side Body – Two Whelen 600 Series Amber LED's, or equal, mounted behind the cab on the refuse body approximately mid-ship.		✓		
All lenses shall be clear. All LED's shall be wired and actuated when the Vehicle is in drive position. A switch control shall be mounted in the chassis cab.		✓		

16 - REARVIEW CAMERA:		YES	NO	Exception
16.1	Color rear mounted camera and cab mounted monitor, INTEC 6.8" Non-Glare LCD w/250+ lines resolution monitor, Industrial color camera W/MIL Spec. connectors or equivalent.	✓		
17 - DELIVERY, SETUP AND TRAINING:				
17.1	The Truck shall be delivered to the CITY OF EDINBURG Landfill located at 8601 NORTH JASMAN Rd, EDINBURG TEXAS 78540 and set up to work at the selling dealer's expense. Training on proper operation and maintenance of the compactor shall be conducted over a two (2) day period and shall not be less than twelve (12) hours.	✓		
18 - MANUALS:		YES	NO	Exception
18.1	Two sets each of parts manuals, operator's manuals, and service manuals.	✓		
19 - STANDARD WARRANTY:		YES	NO	OFFER
19.1	Shall have no less than 1 year or 100,000 Mile full manufacturer's Base Warranty on the cab and chassis; Engine shall have 2 years 250,000 mile Standard Engine Warranty; Transmission shall have 3 year unlimited mile warranty; all warranties shall include parts, labor, hauling, travel, and mileage required and the details of this warranty must accompany the bid.	✓		

**20 - LISTING OF ALL WASTE FACILITIES UTILIZING YOUR EQUIPMENT:**

Please list all contacts and phone numbers (TEXAS Facilities ONLY)

Company/Agency	Machine Year and Model	Contact Person	Phone Number	Distance from COE (Miles)	Time Machine in Service and Possession
City of San Antonio	08'-17' Freightliner M2	Fidel Valdovinos	210-336-8884	225 miles	9 years
City of McAllen	2012-2017 Freightliner M2	Robert Trevino	956-534-7151	12 miles	5 years
City of Victoria	2011-2017 Freightliner M2	Jerry Seyfert	361-485-3079	430 miles	6 years
Bexar County Texas	2006-2017 Freightliner M2	Joe Reyna	210-633-2652	200 miles	11 years
Texas TDCJ (Prison) Huntsville	2007-2017 Freightliner M2	Cliff Pagoda	936-291-5284	400 miles	10 years
City of Olmos Park	2004-2017 Freightliner M2	Gilbert Deleon	210-363-3643	220	12 years

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**21 - AFTER THE SALE SUPPORT - OPERATOR TRAINING:**

Is professional operator training available from your company.      Yes            No     

Number of Dealer Full-Time Operator Trainers	Professional Training Class Offered for this Product	Price per Student	Hours per Class	Maximum # of Students per Class
2	Operation training	\$ 0 - 1 session	4	15

**22 - AFTER THE SALE TECHNICAL SUPPORT - MECHANIC TRAINING:**

Is professional technical training available from your company.      Yes            No     

Number of Dealer Full-Time Technical Trainers	Professional Training Classes Offered for this Product	Price per Class	Hours per Class	Maximum # of Students per Class
1	Maintenance and repair	\$ 0 - 1 session	4	15

**23 -BID FORM:**

Company Name:

Doggett Freightliner of South Texas, LLC

Printed Name of Person Submitting Bid:

Mike Crockett

Street Address:

3103 N. Cage blvd.

County, State:

Pharr Texas

Zip:

78577

Phone Number: ( )

(210) 277-4373 - (210) 392-4079

Fax Number: ( )

(210) 661-0289

E-mail Address:

mike.crockett@doggett.com

29.1	Item - LEFT hand drive Conventional Cab Brush Truck with a 30 yd hydraulic dump body.	MAKE AND MODEL 2017 Freightliner M2	\$ 101,843.00 ✓	Each.
29.2	AVAILABLE EXTENDED WARRANTY(S) CAB AND CHASIS		305,529. <sup>00</sup>	Per Unit.
3	YR 100K MILES Freightliner TC4 TYPE 695.00 COST			
5	YR 150K MILES Freightliner TC4 TYPE 2230.00 COST			
7	YR 250K MILES Freightliner TC4 TYPE 4195.00 COST		12,585. <sup>00</sup> ×3	Engine ✓
29.3	AVAILABLE EXTENDED WARRANTY(S) Dump Body			
2	YR Extended Body Coverage TYPE 2500.00 COST		7500	✓
	YR TYPE COST			
	YR TYPE COST			
29.4	DELIVERY TIME AFTER AWARD IN DAYS		90-120 Days	

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 30th day of September 2016.

SIGNATURE: 

TYPE/PRINT NAME: Mike Crockett

TITLE: Government Sales

COMPANY: Doggett Freightliner of South Texas, LLC

ADDRESS: 3103 N. Cage Blvd.

Pharr Texas 78577

TELEPHONE NO.: 210-277-4373

FAX NO.: 210-661-0289

EMAIL: mike.crockett@doggett.com

Prepared for:  
Ramiro Gomez  
City of Edinburg  
415 W University Drive  
PO BOX 1079  
Edinburg, TX 78540  
Phone: 956-388-8204

Prepared by:  
Mike Crockett  
DOGGETT FREIGHTLINER OF  
SOUTH TEXAS, LLC  
8700 IH10 East  
CONVERSE, TX 78109



Prepared for:  
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**T A B L E   O F   C O N T E N T S**

**S P E C I F I C A T I O N   P R O P O S A L ..... 3**



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## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-14M	M2 PRL-14M (EFF:10/05/15)		
<b>Data Version</b>			
DRL-044	SPECPRO21 DATA RELEASE VER 044		
<b>Vehicle Configuration</b>			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-217	2017 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
<b>Truck Service</b>			
AA3-004	END DUMP BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 20.0 ft		



Prepared for:  
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 City of Edinburg  
 415 W University Drive  
 PO BOX 1079  
 Edinburg, TX 78540  
 Phone: 956-388-8204

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 Mike Crockett  
 DOGGETT FREIGHTLINER OF  
 SOUTH TEXAS, LLC  
 8700 IH10 East  
 CONVERSE, TX 78109

Data Code	Description	Weight Front	Weight Rear
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

**Engine**

101-2RJ CUM ISB 6.7-260 260 HP @ 2300 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM

**Electronic Parameters**

79A-075 75 MPH ROAD SPEED LIMIT  
 79B-000 CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT  
 79K-007 PTO MODE ENGINE RPM LIMIT - 1100 RPM  
 79P-002 PTO RPM WITH CRUISE SET SWITCH - 700 RPM  
 79Q-003 PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM  
 79S-001 PTO MODE CANCEL VEHICLE SPEED - 5 MPH  
 79U-007 PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND  
 80G-002 PTO MINIMUM RPM - 700  
 80J-002 REGEN INHIBIT SPEED THRESHOLD - 5 MPH

**Engine Equipment**

99C-016 2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG17 BUT NOT FINAL GHG17 CONFIGURATION  
 99D-010 NO 2008 CARB EMISSION CERTIFICATION  
 13E-001 STANDARD OIL PAN  
 105-001 ENGINE MOUNTED OIL CHECK AND FILL  
 133-004 ONE PIECE VALVE COVER  
 014-1B5 SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED  
 124-1D7 DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE  
 292-1D8 (2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1900 CCA THREADED STUD BATTERIES, NON FCCC ONLY  
 290-017 BATTERY BOX FRAME MOUNTED  
 281-001 STANDARD BATTERY JUMPERS  
 282-001 SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB  
 291-017 WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN  
 289-001 NON-POLISHED BATTERY BOX COVER



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Data Code	Description	Weight Front	Weight Rear
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		



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Data Code	Description	Weight Front	Weight Rear
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		

**Transmission**

342-1MN	ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
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**Transmission Equipment**

343-301	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-003	PRIMARY MODE GEARS, 5 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		



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Data Code	Description	Weight Front	Weight Rear
362-1BU	CUSTOMER INSTALLED CHELSEA 230/231/236 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-072	DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITHOUT PARK BRAKE POSITION		
97G-006	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-001	TRANSMISSION OIL CHECK AND FILL		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

#### Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE		

#### Front Suspension

620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS		
410-001	FRONT SHOCK ABSORBERS		

#### Rear Axle and Equipment



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	Data Code	Description	Weight Front	Weight Rear
	420-009	RS-21-160 21,000# R-SERIES SINGLE REAR AXLE		180
	421-614	6.14 REAR AXLE RATIO		
	424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
	452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
	878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
	87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
	423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	433-002	NON-ASBESTOS REAR BRAKE LINING		
N	434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
	451-023	CONMET CAST IRON REAR BRAKE DRUMS		
	440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
	426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
	41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
<b>Rear Suspension</b>				
	622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
	621-001	SPRING SUSPENSION - NO AXLE SPACERS		
	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
	623-005	FORE/AFT CONTROL RODS		
<b>Brake System</b>				
	018-002	AIR BRAKE PACKAGE		
	490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	904-001	FIBER BRAID PARKING BRAKE HOSE		
	412-001	STANDARD BRAKE SYSTEM VALVES		



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Data Code	Description	Weight Front	Weight Rear
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
<b>Trailer Connections</b>			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE		
<b>Wheelbase &amp; Frame</b>			
545-640	6400MM (252 INCH) WHEELBASE		
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	370	110
552-045	2025MM (80 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	90
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 186.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 183.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 361.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 186.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 177.13 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 195.51 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
<b>Chassis Equipment</b>			
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		



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Data Code	Description	Weight Front	Weight Rear
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
<b>Fuel Tanks</b>			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-084	ALLIANCE FUEL FILTER/WATER SEPARATOR WITH PRIMER PUMP		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
<b>Tires</b>			
093-2C5	HANKOOK AL11 11R22.5 14 PLY RADIAL FRONT TIRES	8	
094-2C6	HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES		60
<b>Hubs</b>			
418-056	CONMET PRESET PLUS IRON FRONT HUBS		
450-056	CONMET PRESET PLUS IRON REAR HUBS		
<b>Wheels</b>			
502-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS		
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		36
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTS		



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Data Code	Description	Weight Front	Weight Rear
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	8	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-080	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
275-061	ELECTRIC HORN WARNING SYSTEM FOR PARK BRAKE NOT SET WITH DOOR OPEN AND ALL IGNITION KEY POSITIONS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

**Cab Interior**

707-1AM OPAL GRAY CLOTH INTERIOR



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Data Code	Description	Weight Front	Weight Rear
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-017	GRAY CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-017	GRAY CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		



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Data Code	Description	Weight Front	Weight Rear
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-003	PRECO 1040 87 DB TO 112 DB AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-063	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP FOR CUSTOMER INSTALLED PTO	5	
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1B3	AM/FM/WB RADIO WITH BLUETOOTH AND MICROPHONE, FRONT USB PORT, FRONT AND REAR AUXILIARY INPUTS AND J1939	10	
747-001	DASH MOUNTED RADIO		



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Data Code	Description	Weight Front	Weight Rear
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
8D1-998	NO DIRECT CONNECT		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-017	THREE ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
869-998	NO MISCELLANEOUS GAUGES		
<b>Design</b>			
065-000	PAINT: ONE SOLID COLOR		
<b>Color</b>			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
98K-998	NO FUEL TANK CABINET PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		



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Data Code	Description	Weight Front	Weight Rear
<b>Certification / Compliance</b>			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

<b>Sales Programs</b>			
NO SALES PROGRAMS HAVE BEEN SELECTED			

**T O T A L V E H I C L E S U M M A R Y**

<b>Weight Summary</b>			
	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	6401 lbs	4197 lbs	10598 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
<b>Total Weight<sup>+</sup></b>	<b>6401 lbs</b>	<b>4197 lbs</b>	<b>10598 lbs</b>

<b>Extended Warranty</b>			
WAG-010	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES		

<b>Dealer Installed Options</b>			
		Weight Front	Weight Rear
BRUSH	32 YARD BRUSH DUMP BODY	0	0
<b>Total Dealer Installed Options</b>		<b>0 lbs</b>	<b>0 lbs</b>

(+) Weights shown are estimates only.  
 If weight is critical, contact Customer Application Engineering.



**CITY OF EDINBURG  
BID FORM FOR  
PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY**

BID NO. 2017-10

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY** 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.**

<b>CHECK ONE</b>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER <u>Bid</u>	<u>Specify</u>
CONTRACT NUMBER: _____ (if applicable)		COMMODITY NUMBER: _____ (if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY**

**BID NO. 2017-10**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY.**

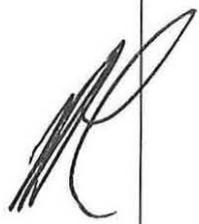
You are invited to submit a sealed bid for the **PURCHASE OF THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY** as requested by the City of Edinburg Solid Waste Department.

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 REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF A NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC:**

**MINIMUM BID SPECIFICATIONS  
FOR THREE (3) NEW BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY**

<b>1 - INSTRUCTIONS TO BIDDERS:</b>		<b>INITIAL</b>
1.1	The City of Edinburg owns and operates a Fully Automated Waste Collection Fleet and services 100% of all City Residents and Commercial Establishments. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe a conventional cab LEFT Hand Drive BRUSH TRUCK WITH A 30 CUYD HYDRAULIC DUMP BODY. The truck shall be capable of carrying and transporting refuse/green waste to a landfill and dispensing the load by means of tipping the load from the Dump Body. All components and requirements shall be at a minimum as listed in the attached specifications herein describe the minimum acceptable features, performance and operational requirements for a conventional cab LEFT hand drive with a hydraulic hoist that the City of Edinburg will purchase for use with its Collection Program.	
1.2	The manufacturer of all equipment provided under this contract shall be ISO 9001-2008 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2012.	

1.3	<p>All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. By checking any of the "NO" spaces the bidder states that the product being bid does not conform to that minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <u>all variations and/or exceptions must be documented</u>, referencing applicable paragraph(s), and <u>explained in detail on a separate page titled "Exceptions"</u>. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. <u>However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable</u>. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	
1.4	<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.</p>	

2 - BASIC SPECIFICATIONS:			
CAB AND CHASIS	YES	NO	Exception
MAKE:	Hino		YEAR: 2017
	MODEL: 338		
2.1	CONVENTIONAL CAB DESIGN – DAY CAB (LEFT HAND)	✓	
2.2	CLASS 7 (HIGHWAY) TRUCK	✓	
2.3	CAB SHALL HAVE THERMAL INSULATION IN THE CAB	✓	
2.4	AIR CONDITIONER/ HEATER/ DEFROSTER FACTORY INSTALLED	✓	
2.5	INSIDE THE CAB COLOR GREY/BLACK	✓	
2.6	TILT STEERING COLUMN	✓	
2.7	HIGH BACK DRIVER FABRIC SEAT	✓	
2.8	AIR RIDE HIGH BACK PASSENGER FABRIC SEAT	✓	

		YES	NO	Exception
2.9	OUTSIDE COLOR IS WHITE	✓		
2.10	RADIO AM/FM	✓		
2.11	BACK UP ALARM (107 DB)	✓		
2.12	MIRRORS EACH SIDE; 1FLAT, 1 CONVEX EACH SIDE OF DOORS	✓		
2.13	1 AIR HORN - AIR HORN 24.5" CHROME – ROUND W/HORN SHIELD	✓		
2.14	SHALL HAVE DAYTIME RUNNING LIGHTS	✓		
2.15	ADJUSTABLE STEERING COLUMN	✓		
2.16	REAR WINDOW BACK OF CAB DARK TINT	✓		
2.17	ONE PIECE FLAT WINDSHIELD	✓		
2.18	ELECTRIC WINDSHIELD WIPERS	✓		
2.19	TRIANGLE REFLECTOR KIT SHIPPED LOOSE	✓		
2.20	AIR RESTRICTION INDICATOR	✓		
2.21	HEADLIGHTS DUAL RECTANGULAR HALOGEN	✓		
2.22	(5) MARKER LIGHTS	✓		
2.23	(5) LED CLEARANCE WITH (2) LED MARKER LIGHTS	✓		
2.24	NONE FURNISHED STOP/BACKUP LIGHTS	✓		
<b>3 – ENGINE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
3.1	THE ENGINE SHALL HAVE A MAXIMUM OF 260 HP	✓		
3.2	SHALL HAVE AN ENGINE PROTECTION SHUTDOWN	✓		
3.3	ALTERNATOR 130 AMP	✓		
3.4	12V STARTER	✓		
3.5	SINGLE SPEED FAN CLUTCH	✓		

		YES	NO	Exception
3.6	AIR COMPRESSOR	✓		
3.7	SPIN-ON FUEL FILTER FRAME MOUNTED UNHEATED	✓		
3.8	HIGH EFFICIENCY COOLING	✓		
3.10	RADIAL SEAL, DRY TYPE AIR CLEANER	✓		
3.11	EXHAUST SINGLE RH SIDE OF CAB	✓		
3.12	CARB ENGINE IDLING COMPLIANCE	✓		
3.13	STANDARD CHROME MOUNTED GRILLE	✓		
3.14	12IN FVG AIR CLEANER HORIZONTAL MOUNTED	✓		
<b>4 - POWERTRAIN/TRANSMISSION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
4.1	ALLISON 2500 RDS-P AUTOMATIC TRANSMISSION GEN -5 – 6 SPEED CONFIGURATION, CLOSE RATIO GEARS WITH DASH MOUNTED PUSH BUTTON SHIFTER	✓		
<b>5 – FRAME AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
5.1	WHEEL BASE SHALL BE 256 INCH	✓		
5.2	SHALL BE A MINIMUM OF 33,000 GVW	✓		
5.3	SHALL HAVE LADDER TYPE STRAIGHT "C" CHANNEL	✓		
5.4	WIDTH 34 INCHES	✓		
5.5	YIELD STRENGTH 120,000 PSI	✓		
5.6	RBM (RESISTING BENDING MOVEMENT) 1,280,800	✓		
<b>6 – FRONT AXLE AND EQUIPMENT :</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
6.1	SHALL BE EQUIPPED WITH MFS – 12 SERIES REVERESED ELLIOT "I" BEAM (OIL LUBRICATED) FRONT AXLE 12,000 LBS, 3.5IN DROP	✓		
6.2	SHALL BE EQUIPPED WITH, TAPER LEAF SPRING, WITH HEAVY RESISTANCE SHOCKS 12,000 LBS	✓		

		YES	NO	Exception
6.3	SHALL BE EQUIPPED WITH POWER STEERING	✓		
6.4	POWER STEERING RESERVOIR FRAME MOUNTED W/COOLER	✓		
6.5	SERVICE BRAKES – FULL AIR, DUAL CIRCUIT, “S” CAM TYPE, LEADING AND TRAILERING SHOES WITH AUTOMATIC ADJUSTMENT	✓		
<b>7 – REAR AXLE AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
7.1	SHALL BE EQUIPPED WITH RS21-145, FULL FLOATING, SINGLE REDUCTION, SINGLE-SPEED, HYPOID GEARING, REAR AXLE STD-21,000LBS	✓		
7.2	REAR SPRING – SEMI-ELLIPTIC MAIN OPT – 4,500 LB AUXILIARY RUBBER REAR SPRING, STD-21,000 LBS	✓		
7.3	PARKING BRAKES SPRING BRAKE CHAMBER (REAR AXLE) WITH SR-71 EMERGENCY BRAKE SYSTEM	✓		
7.4	STANDARD SERVICE BRAKES, STEER AND DRIVER AXLES	✓		
7.5	SHALL BE EQUIPPED WITH ABS	✓		
7.6	SYNTHETIC AXLE LUBRICANT ALL AXLES	✓		
<b>8 – TIRES AND WHEELS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
8.1	6 TIRES STD – 11R22.5 14(G)	✓		
8.2	STEEL POWDER COATED	✓		
<b>9 – BATTERY BOX , BUMPER AND ELECTRIC EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
9.1	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH UNDER CAB	✓		
9.2	BUMPER – STEEL CLAD CHANNEL WITH ONE TOW PIN	✓		
9.3	STD – 12 V, 130 AMP	✓		
<b>10 - FUEL TANKS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
10.1	STD – 50 GAL FUEL MOUNTED UNDER CAB	✓		
10.2	4.7 GAL DEF TANK MOUNTED LH UNDER CAB	✓		

11 – DUMP BODY:		YES	NO	Exception
11.1	30 CUBIC YARD HYDRAULIC ACTUATED DUMP TRUCK/DUMP BODY	✓		
11.2	SHALL HAVE AN HDX -2030 HARDOX BODY 1/8 INCH SIDES, 3/16 INCH FLOOR	✓		
11.3	ELECTRIC GOAL POST TYPE LOAD COVERING DEVICE	✓		
11.4	STANDARD BARN DOORS FOR BODY	✓		
11.5	WIRE LOOM FOR BODY WIRING	✓		
11.6	LED TYPE BODY LIGHTS	✓		
11.7	BODY COLOR BLACK	✓		
<b>13 – RESERVED :</b>				
<b>14 - MACHINE OR EQUIPMENT AVAILABILITY</b>				
14.1	WITHIN 30 DAYS OF ISSUANCE			
14.2	WITHIN 60 DAYS OF ISSUANCE			
14.3	WITHIN 90 DAYS OF ISSUANCE	✓		
14.4	IF OVER 90 DAYS EXPLAIN <i>Truck made to order, as well as the body</i>			
<b>15 – SAFETY LIGHTING:</b>				
Amber LED's or equal Mounted on chassis FRONT GRILLE, SIDE AND REAR OF VEHICLE. All lenses shall be clear.		✓		
Front Grille - Two Whelen 700 Series Amber LED's, mounted on front grille, or equal. All lenses shall be clear.				
Rear – Two Whelen 700 Series Amber LED's, mounted on rear of refuse body, or equal. All lenses shall be clear.		✓		
Side Body – Two Whelen 600 Series Amber LED's, or equal, mounted behind the cab on the refuse body approximately mid-ship.		✓		
All lenses shall be clear. All LED's shall be wired and actuated when the Vehicle is in drive position. A switch control shall be mounted in the chassis cab.		✓		

16 - REARVIEW CAMERA:		YES	NO	Exception
16.1	Color rear mounted camera and cab mounted monitor, INTEC 6.8" Non-Glare LCD w/250+ lines resolution monitor, Industrial color camera W/MIL Spec. connectors or equivalent.	✓		
17 - DELIVERY, SETUP AND TRAINING:				
17.1	The Truck shall be delivered to the CITY OF EDINBURG Landfill located at 8601 NORTH JASMAN Rd, EDINBURG TEXAS 78540 and set up to work at the selling dealer's expense. Training on proper operation and maintenance of the compactor shall be conducted over a two (2) day period and shall not be less than twelve (12) hours.	✓		
18 - MANUALS:		YES	NO	Exception
18.1	Two sets each of parts manuals, operator's manuals, and service manuals.	✓		
19 - STANDARD WARRANTY:		YES	NO	OFFER
19.1	Shall have no less than 1 year or 100,000 Mile full manufacturer's Base Warranty on the cab and chassis; Engine shall have 2 years 250,000 mile Standard Engine Warranty; Transmission shall have 3 year unlimited mile warranty; all warranties shall include parts, labor, hauling, travel, and mileage required and the details of this warranty must accompany the bid.	✓		

**20 - LISTING OF ALL WASTE FACILITIES UTILIZING YOUR EQUIPMENT:**

Please list all contacts and phone numbers (**TEXAS Facilities ONLY**)

Company/Agency	Machine Year and Model	Contact Person	Phone Number	Distance from COE (Miles)	Time Machine in Service and Possession
City of Edinburg	2014 338	Ramiro Gonzalez	381-5635	5 miles	4-1-16



23 -BID FORM:

Company Name:

*Rush Truck Centers of Texas LP dba Rush Truck Center Plano*

Printed Name of Person Submitting Bid:

*Mario Trevino*

Street Address:

*4700 N. Cugo St.*

County, State:

*Pharr, TX*

Zip:

*78577*

Phone Number: ( )

*956-782-4511*

Fax Number: ( )

*956-782-8822*

E-mail Address:

*TrevinoM@rushtruckcenters.com*

29.1	Item - LEFT hand drive Conventional Cab Brush Truck with a 30 yd hydraulic dump body.	MAKE AND MODEL <i>Hino, 338</i>	\$ <i>307,650.00</i>
29.2	AVAILABLE EXTENDED WARRANTY(S) CAB AND CHASIS		
	<i>7</i> YR <i>150,000</i> MILES <i>Extended Engine</i> TYPE <i>295<sup>00</sup>x3</i> COST		<i>885,00</i> ✓
	<i>5</i> YR <i>250,000</i> MILES <i>Ext-Aftertreatment</i> TYPE <i>700<sup>00</sup>x3</i> COST		<i>2100.00</i> ✓
	<i>7</i> YR <i>150,000</i> MILES <i>Ext-Aftertreatment</i> TYPE <i>995<sup>00</sup>x3</i> COST		<i>2985.00</i> ✓
29.3	AVAILABLE EXTENDED WARRANTY(S) Dump Body		
	___ YR _____ TYPE _____ COST		
	___ YR _____ TYPE _____ COST		
	___ YR _____ TYPE _____ COST		
29.4	DELIVERY TIME AFTER AWARD IN DAYS		<i>120 to 180 Days</i>

*310,635.00*

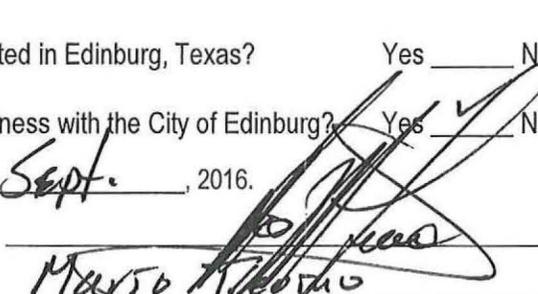
All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy 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 26 day of Sept., 2016.

SIGNATURE:



TYPE/PRINT NAME:

Marco Trevino

TITLE:

Regional General Manager

COMPANY:

Rush Truck Centers of Texas, P. Abu Rush Truck Center  
Pharr

ADDRESS:

4700 N. Cage St.  
Pharr, TX 78577

TELEPHONE NO.:

956-782-4511

FAX NO.:

956-782-8822

EMAIL:

Trevino m@rushenterprises.com

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

**OFFICE USE ONLY**

Date Received

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

*Rush Truck Centers of Texas L.P. dba Rush Truck Center-Phase*

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

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

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

*None that we are aware of*  
Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

*[Signature]*  
Signature of person doing business with the governmental entity

*9-26-2016*  
Date

Adopted 06/29/2007

## **Notice Regarding Security Interest and Payment of Purchase Price**

1. BMO Harris Bank N.A. ("Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.
2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

**FEDERAL EXCISE TAX  
Exemption Certificate  
for Use by States & Local Governments  
Treas. Reg. 48.4221-5**

I hereby certify that I am \_\_\_\_\_ (title of officer) of the \_\_\_\_\_ (state or local government) ("Purchaser"), that I am authorized to execute this certificate on behalf of Purchaser, and that:

**(check applicable type of certificate)**

**A.** \_\_\_\_\_ the article/articles specified in the accompanying order or below:

• **Article/Articles (by VIN):**

\_\_\_\_\_  
\_\_\_\_\_

**(if more room is needed, attach list of additional articles to this certificate)**

**OR**

**B.**  all orders placed by Purchaser for the period commencing January 1, 2016 (date) and ending December 31, 2018 (date) (period not to exceed 12 calendar quarters)

are, or will be, purchased from Rush Truck Centers of Texas, LP ("**Dealer**") for the exclusive use of Purchaser.

Purchaser understands that this statement is made under penalties of perjury.

Purchaser understands that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. Purchaser understands that the fraudulent use of this certificate for the purpose of securing this exemption will subject Purchaser and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

**PURCHASER**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Rush Limited Warranty

LIMITED WARRANTY ON SERVICES. Rush warrants that all repair and maintenance services performed by Rush for a customer ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

City of Edinburg, TX  
Partner Authorization Form  
for  
Rush Truck Centers of Texas, LP dba Rush Truck Center, Pharr

Rush Truck Centers of Texas, L.P. is a limited partnership organized in the State of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner.

Rushtex, Inc. and Rushco, Inc. hereby certify that Mario Trevino, Regional General Manager of Rush Truck Centers of Texas, LP dba Rush Truck Center, Pharr, is authorized to sign and submit proposal to the City of Edinburg in response to bids issued by the City.

<b>General Partner</b> of Rush Truck Centers of Texas, LP Rushtex, Inc. P.O. Box 200105 San Antonio, TX 78220-0105	<b>Limited Partner</b> of Rush Truck Centers of Texas, LP Rushco, Inc. P.O. Box 200105 San Antonio, TX 78220-0105
 Signature	 Signature
Detrek R. Weaver Name	Detrek R. Weaver Name
Asst. Secretary Title	Asst Secretary Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Rush Truck Centers of Texas, LP  
New Braunfels, TX United States

Certificate Number:  
2016-114136

Date Filed:  
09/20/2016

**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

Date Acknowledged:

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

2017-07 & 08; 2017-10 & 11

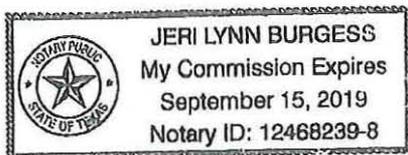
Purchase of (2)New Comm'l Rt Hand Dr Comm'l Side Load Retrievers; (2) Res. Auto. Rt Hand Dr Side Load Retrievers;(3)New Brush Trk w/30 cuyd Hydraulic Dump Bdy;New Lt Hand Dr Comm'l Frnt Load Retriever

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Anderson, Scott	New Braunfels, TX United States	X	
	Naegelin, Jr, Martin A.	New Braunfels, TX United States	X	
	Rush, W.M. "Rusty"	New Braunfels, TX United States	X	
	Rushtex, Inc.	New Braunfels, TX United States	X	
	Rushco, Inc.	New Braunfels, TX United States	X	
	Lyons, Michael	New Braunfels, TX United States	X	
	Weaver, Derrek	New Braunfels, TX United States	X	
	Keller, Steve	New Braunfels, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

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



AFFIX NOTARY STAMP / SEAL ABOVE

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Michael S. Lyons, this the 20th day of September, 2016, to certify which, witness my hand and seal of office.

Jeri Lynn Burgess  
Signature of officer administering oath

Jeri Lynn Burgess  
Printed name of officer administering oath

Legal Contract Mgr  
Title of officer administering oath

# EXPANDED WARRANTY COVERAGE

**NEW WARRANTY COVERAGE PLANS FOR THE ENTIRE HINO LINEUP PUT YOU IN POSITION TO PROVIDE THE TOTAL SUPPORT YOUR CUSTOMERS DESERVE!**

The hallmark of an outstanding product is the ability to support it with a strong warranty. The strong warranty that is the foundation of support for the Hino Trucks lineup continues to strengthen with the expansion of our warranty coverage plans.

We are pleased to announce the following updated warranty coverage plans:

## 2015/2016MY CONVENTIONAL WARRANTY

Basic Vehicle	2 years / unlimited miles	
Basic Engine	3 years / unlimited miles	
Extended Engine	STD: 5 years / 250,000 miles	
	OPT: 7 years / 150,000 miles (\$295)	✓
Extended Aftertreatment	5 years / 250,000 miles (\$700)	✓
	7 years / 150,000 miles (\$995)	✓

CURRENT 

NEW 

DISTRIBUTION: PRINCIPALS, GENERAL MANAGERS, SALES MANAGERS, SALES PEOPLE, SERVICE MANAGERS

AUTHOR: MARKETING

DATE: 9/3/2015



# WARRANTY COVERAGE

2017MY 4 x 2 CONVENTIONAL HINO TRUCKS

DESCRIPTION	STD/OPT	MONTHS	MILEAGE
<b>BASE VEHICLE WARRANTY</b> Provides warranty coverage against defects in material and workmanship for 24 months / unlimited mileage. Includes towing to the nearest Hino dealer for warrantable failures. (Adjustments and expendables such as bulbs and fuses are covered for 90 days / 3,000 miles. Batteries are covered for 12 months / unlimited mileage).	STD	24	Unlimited
 <b>EXTENDED ENGINE WARRANTY - 5 YEARS (STANDARD)</b> Provides warranty coverage against defects in material and workmanship for camshaft, camshaft housing, connecting rod, crankshaft, cylinder block, cylinder head and cover, flywheel housing, intake manifold, intake pipe, oil pump, pistons, liners, piston pins, timing gears, engine fuel injectors, fuel injection supply pump and turbocharger in addition to the base engine warranty of 3 year, 36 months*	STD	60	250,000
 <b>EXTENDED ENGINE WARRANTY - 7 YEARS (OPTION)</b> Provides warranty coverage of all items listed in Extended Engine for 7 years, 150,000 miles.	OPT	84	150,000 ✓
<b>BASE EMISSIONS SYSTEM WARRANTY - 5 YEARS (STANDARD)</b> Provides warranty coverage against defects in material and workmanship for all components that comprise the emissions system.	STD	60	100,000
<b>BASE AFTERTREATMENT SYSTEM WARRANTY - 5 YEARS (STANDARD)</b> Provides warranty coverage against defects in material and workmanship for all components that comprise the aftertreatment system.	STD	60	100,000
  <b>EXTENDED AFTERTREATMENT SYSTEM WARRANTY - 5 &amp; 7 YEARS (OPTIONS)</b> Provides warranty coverage against defects in material and workmanship for all components that comprise the aftertreatment system.	OPT OPT	60 84	250,000 ✓ 150,000 ✓
<b>FRAME RAILS &amp; CROSS MEMBERS</b> Provides warranty coverage against structural cracks in the frame caused by defects in material and workmanship for 48 months / unlimited mileage.	STD	48	Unlimited
<b>CAB</b> Provides warranty coverage against corrosion perforation of the cab structure for 48 months / unlimited mileage.	STD	48	Unlimited
<b>AUTOMATIC TRANSMISSION: ALLISON HS SERIES</b> Warranty covers repairs and / or replacement at Allison Transmission's option to correct any transmission malfunction resulting from defects in material or workmanship occurring during the period. Allison Transmissions are warranted by the manufacturer for the time and mileage specified.	STD	48	Unlimited
<b>AUTOMATIC TRANSMISSION: ALLISON RDS SERIES</b> Warranty covers repairs and / or replacement at Allison Transmission's option to correct any transmission malfunction resulting from defects in material or workmanship occurring during the period. Allison Transmissions are warranted by the manufacturer for the time and mileage specified.	STD	36	Unlimited
<b>ANTI-LOCK BRAKING SYSTEM (ABS) AIR/HYDRAULIC</b> Upon expiration of the Basic Vehicle Warranty (24 months), the ABS will continue to be covered for up to 36 months / 300,000 miles, whichever occurs first.	STD	36	300,000

\*Base engine warranty covers all components listed in the extended engine warranty with the addition of water pump, exhaust manifold and all internal engine components.  
 OPT - Optional Warranties can be purchased from an authorized Hino Dealer. Hino reserves the right to amend all warranty terms and conditions.

# HINOWATCH COVERAGE

2016MY 4 x 2 CONVENTIONAL HINO TRUCKS



HinoWatch is a 24/7/365 roadside assistance program that covers your new Hino truck for the first 3 years of ownership regardless of mileage. HinoWatch offers Hino owners roadside assistance throughout the United States and Canada.

Simply call the toll free number, 1-866-365-HINO (4466), and provide your Vehicle Identification Number (VIN), current truck location and problem description. All calls to HinoWatch are at no charge to Hino customers. A HinoWatch representative can assist customers in one of sixty-five languages and will help you with arrangements to get you back on the road quickly.

## HINOWATCH COVERS THE FOLLOWING SERVICES AT NO-CHARGE TO THE CUSTOMERS.

### LOCKOUT SERVICE

If you are locked out of your truck, HinoWatch will coordinate help to get you into your truck so you can get back on the road quickly.

### BATTERY JUMPSTART

If your batteries are dead, HinoWatch will coordinate help with a jumpstart to get you back on the road quickly.

### INFORMATION

Customers can call anytime for information such as the nearest authorized Hino dealer or simply to get answers to basic vehicle questions.

## ADDITIONAL SERVICES HINOWATCH CAN COORDINATE FOR CUSTOMERS (CHARGES NOT COVERED BY HINOWATCH)

### TOWING

HinoWatch will help owners arrange a tow truck if needed. If towing is required to an authorized Hino dealer due to a failure that is covered by Hino warranty, the customer will be reimbursed for the towing expense at the completion of the repairs through the dealer<sup>1</sup>.

If the tow is not due to a warranty covered failure, the tow bill will be not be reimbursed to the customer.

1. Towing is covered for warrantable failures for 24 months after the in-service date.

### ROADSIDE SERVICE

HinoWatch will assist the customer in arranging for roadside service assistance if requested. Expenses for roadside service assistance are not covered by HinoWatch or Hino warranty.

### TIRE SERVICE

HinoWatch will assist the customer in arranging for roadside tire service if requested. HinoWatch will connect you to a local tire service provider that can assist you with roadside tire repairs.

### OUT OF FUEL / DIESEL EXHAUST FLUID (DEF)

A HinoWatch vendor will arrive with fuel<sup>1</sup> or DEF<sup>1,2</sup> to get you on your way.

1. Customer is responsible for fuel, DEF, and roadside service costs. 2. DEF only for use with 2011 and newer model year Hino Trucks.



HSS 2016WARRANTY0116



# MANAGEMENT SYSTEM CERTIFICATE

Certificate No:  
112980-2012-AE-USA-RvA

Initial certification date:  
15 March, 2012

Valid:  
15 March, 2015 - 15 March, 2018

This is to certify that the management system of

## Hino Motors Manufacturing USA

1 Hino Way, Williamstown, WV 26187 USA

has been found to conform to the Environmental Management System standard:

**ISO 14001:2004**

This certificate is valid for the following scope:

**The Final Assembly of Medium Duty Trucks**

Place and date:  
Katy, TX, 02 March, 2015



The RvA is a signatory to the IAF MLA

For the issuing office:  
DNV GL – Business Assurance  
1400 Ravello Drive, Katy, TX  
77449-5164, USA

Chandran Ilango  
Management Representative

Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.  
ACCREDITED UNIT: DNV GL Business Assurance B.V., ZWOLSEWEG 1, 2994 LB, BARENDRECHT, NETHERLANDS. TEL: +31102922689.  
[www.dnvba.com](http://www.dnvba.com)

**Acknowledgment of Security Interest and Agreement Regarding Payment**

This Acknowledgment of Security Interest and Agreement Regarding Payment (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the customer named below ("Customer") and RUSH ENTERPRISES, INC. on behalf of itself and its subsidiaries (collectively, "Dealership").

WHEREAS, Customer may from time to time purchase commercial vehicles from Dealership; and

WHEREAS, Customer's purchase of vehicles will be evidenced by purchase orders, retail sales orders and/or other documentation, pursuant to which Dealership may, in its discretion, agree that Customer may defer its payment of the purchase price for the vehicles (a "Deferred Payment Plan");

NOW, THEREFORE, for and in consideration of the right to purchase vehicles pursuant to a Deferred Payment Plan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1) With respect to any vehicles purchased pursuant to a Deferred Payment Plan (each a "Vehicle"), Customer hereby acknowledges and agrees to the following:
  - a) BMO HARRIS BANK N.A. ("Bank") finances Dealership's acquisition of Vehicles pursuant to an agreement that requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle;
  - b) based on such agreement, Customer's purchase of any Vehicle financed by Bank is not free and clear of, and is subject to, Bank's prior, unrelinquished security interest, which will continue until Bank has received the total amount that Bank financed for such Vehicle, at which time such payment will automatically extinguish Bank's security interest in such Vehicle; and
  - c) Bank may require Customer to pay the purchase price for Vehicles directly to Bank, by providing written notice to Customer at the address set forth in Customer's signature block below, and upon receipt of such notice Customer shall make payment directly to Bank.
- 2) In the event that Customer pays any portion of the purchase price for a Vehicle directly to Bank, Dealership shall credit such payment(s) against the amount Customer owes to Dealership.
- 3) This Agreement shall be binding upon the parties hereto, and inure to the benefit of the parties hereto and to the benefit of Bank, and upon and to their respective successors and assigns.
- 4) This Agreement will remain in effect with respect to any Vehicle purchased by Customer, now or in the future, until Customer receives written notice from Bank indicating that it has been terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CUSTOMER:  
\_\_\_\_\_  
(Insert Customer Legal Name)

DEALERSHIP:  
RUSH ENTERPRISES, INC. on behalf of itself and its subsidiaries

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: 555, IH 35 South, Suite 500  
New Braunfels, Texas

**Acknowledgment of Security Interest and Agreement Regarding Payment**

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  - b) based on such agreement, Customer's purchase of any Vehicle financed by Bank is not free and clear of, and is subject to, Bank's prior, unrelinquished security interest, which will continue until Bank has received the total amount that Bank financed for such Vehicle, at which time such payment will automatically extinguish Bank's security interest in such Vehicle; and
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CUSTOMER:

DEALERSHIP:

\_\_\_\_\_  
(Insert Customer Legal Name)

RUSH ENTERPRISES, INC. on behalf of itself and its subsidiaries

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: 555, IH 35 South, Suite 500  
New Braunfels, Texas

**BIDDER'S LIST**  
**PURCHASE OF THREE (3) NEW BRUSH TRUCKS WITH A 30 CU. YD. HYDRAULIC DUMP BODY**

Holt Cat  
725 E. Business 83  
P.O. Box 1310  
Weslaco, Texas 78599

Rush Truck Center  
4700 N. Cage Blvd.  
Pharr, Texas 78577

Valley Truck Center  
4301 N. Cage Blvd.  
Pharr, Texas 78577

French-Ellison Truck Ctr. Ltd.  
4300 N. Cage Blvd.  
Pharr, Texas 78577

AG Truck Sales  
2630 West Broadway Rd.  
Phoenix, AZ 85041

Big Truck Rental  
1039 S. 50<sup>th</sup> St.  
Tampa, FL 33619

South Texas Freightliner  
3103 N.Cage Blvd.  
Pharr, Texas 78577

Fanotech Waste Equipment Inc.  
P.O. Box 690  
Bracebridge, ON P1L 1TP

Heil of Texas  
503 Pop Gunn  
San Antonio, Texas 78219

Reliance Truck & Equipment  
7200 SW White Road  
San Antonio, Texas 78222-5204

Fleetpride  
711 N. Cage Blvd.  
Pharr, Texas 78577

Big Truck Rental  
1039 S.50<sup>TH</sup> St.  
Tampa, FL 33619

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding Bid No. 2017-11, Purchase of a New Left Hand Drive Commercial Front Load Retriever to Rush Truck Centers of Texas, in the Amount of \$288,239.52. [Ramiro L. Gomez Jr., Director of Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On October 03, 2016, Bid No. 2017-11, Purchase of a New Left Hand Drive Commercial Front Load Retriever was opened. A total of one (1) bid was received and opened. Rush Truck Centers of Texas, the single bidder meeting specifications, submitted a bid price in the amount of \$288,239.52 including optional extended warranties.

Staff has verified that no taxes are owed to the City by Rush Truck Centers of Texas. Funding is available within the Solid Waste Management 2016-2017 Operating Budget. The City has previously done business with Rush Truck Centers of Texas.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-11, Purchase of a New Left Hand Drive Commercial Front Load Retriever to Rush Truck Centers of Texas, in the Amount of \$288,239.52.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

/s/ Ramiro L. Gomez,  
Jr.  
\_\_\_\_\_  
Ramiro Gomez  
Director of Solid Waste  
Management

\*\*\*\*\*

**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





# DEPARTMENT OF SOLID WASTE MANAGEMENT



BID REQUEST



**PURCHASE OF A NEW LEFT HAND DRIVE  
COMMERCIAL FRONT LOAD RETRIEVER**

Bid # 2017-11

BID DUE DATE: Monday, October 03, 2016  
DUE TIME: 3:00 P.M., C.S.T.

**8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 381-5635 • Fax (956) 292-2064**

## 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, October 03, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2017-11 PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER

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](http://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](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this bid, please contact Solid Waste Management at (956) 381-5635.

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER** 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 (1<sup>st</sup> Floor)

**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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.

**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.

## **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, 956-418-1895) 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](http://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 A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER** 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.)

### **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.

**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 7<sup>th</sup> 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](http://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](http://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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 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**

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  
PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER**

**BID NO. 2017-11**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER.**

You are invited to submit a sealed bid for the **PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER** as requested by the City of Edinburg Solid Waste 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 REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER:**

**MINIMUM BID SPECIFICATIONS**

**FOR A NEW COMMERCIAL LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER**

<b>1 - INSTRUCTIONS TO BIDDERS:</b>		<b>INITIAL</b>
1.1	<p>The City of Edinburg owns and operates a Fully Automated Waste Collection Fleet and services 100% of all City Residents and Commercial Establishments. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe a fully automated LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER. The truck shall be capable of lifting 1-10 cubic yard containers with side pockets and transporting refuse to a landfill and dispensing the load by means of hydraulically ejecting the load from the refuse body. All components and requirements shall be at a minimum as listed in the attached specifications herein describe the minimum acceptable features, performance and operational requirements for a fully automated LEFT hand drive COMMERCIAL FRONT LOAD RETRIEVER that the City of Edinburg will purchase for use with its Collection Program.</p>	
		<b>INITIAL</b>

1.2	<p>The manufacturer of all equipment provided under this contract shall be ISO 9001-2008 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2012.</p>	
1.3	<p>All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. By checking, any of the "<b>NO</b>" spaces the bidder states that the product being bid does not conform to that minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet, which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b><u>all variations and/or exceptions must be documented</u></b>, referencing applicable paragraph(s), and <b><u>explained in detail on a separate page titled "Exceptions"</u></b>. Otherwise, it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. <b><u>However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable.</u></b> Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	
1.4	<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor, which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.</p>	

2 - BASIC SPECIFICATIONS:		YES	NO	Exception
<b>CAB AND CHASIS (CLASS "A" CHASIS)</b>				
MAKE: _____ MODEL: _____ YEAR: _____				
2.1	CAB SHALL BE OF CAB OVER DESIGN			
2.2	CAB SHALL MEET THE FOLLOWING CRITERIA MUST BE AN ALUMINUM CAB, <u>LEFT</u> HAND DRIVE			
2.3	AIR RIDE HIGH BACK DRIVER VINYL SEAT			
2.4	AIR CONDITIONER/ HEATER/ DEFROSTER FACTORY INSTALLED			
2.5	PASSENGER SEAT LOW BACK VINYL. NON-AIR			
2.6	INSIDE THE CAB COLOR IS GREY			
2.7	OUTSIDE COLOR IS WHITE			
2.8	RADIO AM/FM			
2.9	BACK UP ALARM			
2.10	2 CONVEX 8" MIRROR			
2.11	SHALL HAVE A, WARNING LIGHT BATTERY DISCONNECT SWITCH ENGAGED (MARKER LIGHT)			
2.12	SHALL HAVE DAYTIME RUNNING LIGHTS			
2.13	4.5" RUBBER FLARES ON CAB			
2.14	ADJUSTABLE STEERING COLUMN – TILT/TELESCOPE			
2.15	REAR WINDOW BACK OF CAB DARK TINT			
2.16	TWO PIECE FLAT WINDSHIELD			
2.17	SSTL - LH/RH TRI-PLANE MIRRORS, HEATED			
2.18	(1) AIR HORN 24.5" CHROME – ROUND W/HORN SHIELD			
2.19	CAB TILT PUMP AIR ASSIST			
		YES	NO	Exception

2.20	ELECTRIC WINDSHIELD WIPERS			
2.21	TRIANGLE REFLECTORS KIT SHIPPED LOOSE			
2.22	MAIN TRANSMISSION OIL TEMPERATURE GAUGE			
2.23	AIR RESTRICTION INDICATOR			
2.24	HEADLIGHTS DUAL RECTANGULAR HALOGEN			
2.25	(5) LIGHT GUARDS ON MARKER LIGHTS			
2.26	(5) LED CLEARANCE WITH (2) LED MARKER LIGHTS			
2.27	NON FURNISHED STOP/TAIL/BACKUP LIGHTS			
<b>3 – ENGINE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
3.1	THE ENGINE SHALL HAVE A RATING OF 345@1900; GOV@2100 1150@1400			
3.2	SHALL HAVE AN ENGINE PROTECTION SHUTDOWN			
3.3	ALTERNATOR 200 AMP			
3.4	BATTERY DISCONNECTION SWITCH			
3.5	ENGINE IDLE SHUTDOWN TIME ENABLED			
3.6	EFFECTIVE PTO AND THROTTLE PROVISION			
3.7	CARB ENGINE IDLING COMPLIANCE			
3.8	12V STARTER			
3.10	3 PREMIUM 12V DUAL PURPOSE BATT 2100 CCA			
3.11	2 SPEED FAN CLUTCH FOR FREQUENT START/STOPS			
3.12	18.7 CFM AIR COMPRESSOR			
3.13	FUEL FILTER, UNHEATED			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>

3.14	HIGH EFFICIENCY COOLING SYSTEM			
3.15	WING NUT STYLE MOUNTED GRILLE			
3.16	16" FVG AIR CLEANER HORIZONTAL MOUNTED			
3.17	EXHAUST VERTICAL LH			
3.18	CURVED TIP STANDPIPE(S)			
<b>4 - POWERTRAIN/TRANSMISSION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
4.1	ALLISON 4500 RDSP HD GEN 5 - TRANSMISSION SHALL BE FULLY AUTOMATIC			
4.2	ALLISON SIX SPEED CONFIGURATION, WIDE RATIO GEARS			
4.3	1810 HD DRIVELINE, 1 MIDSHIP BEARING			
4.4	CONSOLE MOUNTED PUSH BUTTON SHIFTER			
4.5	ALLISON RDS AUTO NEUTRAL AK			
4.6	ALLISON LOAD BASED SHIFT SCHEDULE (LBSS)			
4.7	CONSOLE MOUNTED PUSH BUTTON SHIFTER			
<b>5 - FRAME AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
5.1	SHALL HAVE 10-3/4" STEEL RAILS, WITH 3/8" RAIL THICKNESS, AND FULL STEEL INNER LINER			
5.2	SHALL HAVE 2,136,000 RBM; WITH A YIELD STRENGTH: 120,000 PSI			
5.3	SHALL BE EQUIPPED WITH (2) FRONT SOLID MOUNT CABLE HOOKS.			
5.4	FEPTO PROVISION 9INCH BUMPER EXTENSION; TO INCLUDE A 1350 SERIES FRONT DRIVE PTO ATTACHMENT PROVISION, RADIATOR WITH PTO CUT-OUT IN GRILLE, RADIATOR PROTECTION SLEEVE AND BUMPER EXTENSION			
5.5	EOF SQUARE WITH STEEL XMBR			
<b>6 - FRONT AXLE AND EQUIPMENT :</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

6.1	SHALL BE EQUIPPED WITH DANA SPICER D2000F, 20,000 LBS, 3.5 INCH DROP			
6.2	SHALL BE EQUIPPED WITH, TAPER LEAF SPRINGS, WITH HEAVY RESISTANCE SHOCKS 20,000 LBS			
6.3	SHALL BE EQUIPPED WITH POWER STEERING			
6.4	SHALL BE EQUIPPED WITH BENDIX AIR CAM FRONT DRUM BRAKES 16.5X6 RATED UP TO 22,000LB STEER AXLES			
6.5	PHP10 IRON PRESET PLUS HUBS			
6.6	5INCH DROP IPO STD. 3.5INCH, FRONT AXLE			
<b>7 – REAR AXLE AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
7.1	SHALL BE EQUIPPED WITH DANA SPICER D46-170; 46,000 LBS REARS			
7.2	SHALL BE EQUIPPED WITH DIFFERENTIAL LOCKS BOTH AXLES			
7.3	SHALL BE EQUIPPED WITH, RATIO 5.25 REAR AXLE			
7.4	PHP10 IRON PRESET PLUS HUBS			
7.5	LONG STROKE PARKING BRAKES, DRIVE AXLE(S)			
7.6	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES			
7.7	REAR BRAKE CAMSHAFT REINFORCEMENT			
7.8	SBM VALVE			
7.9	ANTI-LOCK BRAKING SYSTEM (ABS)			
7.10	SYNTHETIC AXLE LUBRICANT – ALL AXLES			
7.11	BENDIX AIR CAM REAR DRUM BRAKES 16.5X8.6			
7.12	HENDRICKSON HUALMAAX HMX 460 46,000LB, 54INCH AXLE			
7.13	SHOCK ABSORBERS FOR HMX SUSPENSION			
<b>8 – TIRES AND WHEELS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

8.1	FRONT TIRE 20PLY 315/80R22.5			
8.2	REAR TIRES 16PLY 11R22.5			
8.3	FRONT RIMS ALUMINUM			
8.4	REAR RIMS STEEL			
<b>9 – BATTERY BOX , BUMPER AND ELECTRIC EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
9.1	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH UNDER CAB			
9.2	BUMPER – ALUMINUM STAINLESS STEEL CLAD CHANNEL WITH TWO TOW PINS			
<b>10 - FUEL TANKS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
10.1	23" ALUMINUM 70 GAL.			
10.2	LOCATION RH BOC REAR-MOST 70 GALLON			
10.3	FUEL COOLER			
10.4	TOP OF FUEL TANK 5" BELOW TOP OF FRAME			
10.5	DEF TANK MOUNTED LH BOC			
10.6	DEF TANK 320			
<b>11 – AIR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
11.1	SHALL HAVE A BENDIX AD-IS EP AIR DRYER WITH HEATER			
11.2	BERG PULL CORD DRAIN VALVE(S) – ALL AIR TANKS			
11.3	NYLON CHASSIS HOSE			
11.4	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – LH BOC			
11.5	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – RH BOC			
<b>12 – CAPACITY:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

12.1	THE PACKER BODY SHALL HAVE A CAPACITY, EXCLUDING THE HOPPER, OF NOT LESS THAN: 28 YD <sup>3</sup> (BUSTLE GATE)			
12.2	THE HOPPER SHALL HAVE A CAPACITY OF TWELVE (12) CUBIC YARDS.			
12.3	THE STRUCTURAL INTEGRITY OF THE BODY SHALL ALLOW HIGH DENSITY LOADING OF UP TO 1,000 POUNDS PER CUBIC YARD OF NORMAL REFUSE.			
<b>13 – BODY DIMENSIONS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
13.1	BODY LENGTH INCLUDING 52" CAB SHALL NOT EXCEED THE FOLLOWING: 28 YD <sup>3</sup> -352"			
13.2	MAXIMUM OVERALL LENGTH OF THE BODY, TAILGATE AND LOADER ASSEMBLY ON THE DOWN POSITION WITH FORKS HORIZONTAL COMBINED SHALL NOT EXCEED THE FOLLOWING: 28 YD <sup>3</sup> - 453"			
13.3	MAXIMUM OVERALL LENGTH OF THE BODY, TAILGATE AND LOADER ASSEMBLY ON THE DOWN POSITION WITH FORKS TUCKED COMBINED SHALL NOT EXCEED THE FOLLOWING: 28 YD <sup>3</sup> - 415"			
13.4	MAXIMUM OUTSIDE BODY WIDTH SHALL BE 96".			
13.5	THE MAXIMUM INSIDE BODY WIDTH SHALL BE 88".			
13.6	THE MAXIMUM INSIDE BODY HEIGHT SHALL BE 87 1/2".			
13.7	THE MAXIMUM OUTSIDE BODY HEIGHT ABOVE CHASSIS RAIL, ARMS DOWN SHALL BE 107".			
13.8	THE MAXIMUM OUTSIDE BODY HEIGHT ABOVE CHASSIS RAIL, ARMS UP WITH FULL TUCK FORKS SHALL BE 120".			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
13.9	HEIGHT ABOVE FRAME WITH TAILGATE RAISED INCLUDING REAR UNDERRIDE GUARD IS 199"			

13.10	HOPPER WIDTH (BOTTOM), ABOVE GUIDE TRACKS, MUST BE NO LESS THAN 80".			
13.11	HOPPER WIDTH (TOP) SHALL BE A MINIMUM OF 81".			
13.12	HOPPER LENGTH AT ROOF SHALL BE 94".			
13.13	HOPPER DEPTH SHALL BE A MINIMUM OF 91".			
<b>14 - BODY CONSTRUCTION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
14.1	PACKER BODY WILL HAVE FLAT HOPPER AND BODY FLOOR WITH CURVED ROOF AND BODY SIDES AND OF OVERHEAD LOADING DESIGN. HOPPER WILL BE DESIGNED TO PROPERLY HANDLE CONTAINERS FROM 1-10 CUBIC YARD CAPACITY ALL MATERIALS SHALL BE STEEL UNLESS OTHERWISE SPECIFIED.			
14.2	BODY ROOF SHALL BE MINIMUM 8 GA., 80,000 PSI MINIMUM YIELD HI-TENSILE STEEL SHEET FULLY WELDED TO A FULL LENGTH			
<b>15 - SIDE WALLS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
15.1	LOWER HOPPER SIDES – MINIMUM 3/16" AR400 ABRASION RESISTANT PLAT STEEL WITH TYPICAL 184,000 PSI TENSILE STRENGTH AND 145,000 PSI TYPICAL YIELD STRENGTH.			
15.2	UPPER HOPPER SIDES – MINIMUM 8 GAUGE HIGH TENSILE STEEL SHEET, 80,000 PSI MINIMUM YIELD.			
15.3	BODY SIDES – MINIMUM 8 GAUGE HIGH TENSILE STEEL SHEET, 80,000 PSI MINIMUM YIELD.			
<b>16- FLOOR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
16.1	HOPPER FLOOR – MINIMUM 1/4" AR400 ABRASION RESISTANT PLAT STEEL WITH TYPICAL 184,000 PSI TENSILE STRENGTH AND 145,000 PSI TYPICAL YIELD STRENGTH.			

16.2	BODY FLOOR – MINIMUM 1/4" AR400 ABRASION RESISTANT PLAT STEEL WITH TYPICAL 184,000 PSI TENSILE STRENGTH AND 145,000 PSI TYPICAL YIELD STRENGTH.			
<b>17 - ROOF AND SIDE REINFORCEMENTS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
17.1	UPPER LONGITUDINAL CORNER BRACE SHALL BE 11 GAUGE 80,000 PSI MINIMUM YIELD 4" X 6" DEEP FORMED CHANNEL FULLY WELDED TO THE ROOF AND BODY SIDE SHEETS.			
17.2	LOWER LONGITUDINAL CORNER BRACE SHALL BE 11 GAUGE 80,000 PSI MINIMUM YIELD 4" X 16" DEEP FORMED CHANNEL FULLY WELDED TO THE BODY SIDE SHEETS.			
17.3	FORWARD VERTICAL BODY SIDE BOLSTER SHALL BE 3/16", 80,000 PSI MINIMUM YIELD 6.72" X 7" DEEP FORMED CHANNEL CONFORMING TO THE CURVED BODY SIDES AND FULLY WELDED TO THE BODY SIDES.			
17.4	REAR VERTICAL BODY SIDE BOLSTER SHALL BE 3/16", 80,000 PSI MINIMUM YIELD 6.7" X 5" DEEP FORMED CHANNEL CONFORMING TO THE CURVED BODY SIDES AND FULLY WELDED TO THE BODY SIDES			
<b>18 – HOPPER SIDE REINFORCEMENTS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
18.1	THE BOTTOM SIDE BRACE SHALL BE 7 GAUGE FORMED 6" X 2" CHANNEL, 50,000 PSI MINIMUM YIELD.			
18.2	LOWER AND INTERMEDIATE SIDE BRACING – MINIMUM OF FIVE (5) 11 GAUGE 80,000 PSI MINIMUM YIELD 7-1/4" X 1-1/2" FORMED ANGLES OF LAP CONSTRUCTION.			
18.3	ALL EXTERNAL WELDS OF HOPPER SIDE BRACING SHALL BE CONTINUOUS FULL SEAM.			
<b>19 – FLOOR REINFORCEMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
19.1	CROSS MEMBERS SHALL BE 7 GAUGE 80,000 PSI MINIMUM YIELD, 6" X 3" FORMED CHANNEL. MEMBERS SHALL BE SPACED ON APPROXIMATELY 21-1/2" CENTERS IN LOW COMPACTION ZONE AND 17-1/4" CENTERS IN HIGH COMPACTION ZONE. CROSS MEMBERS SHALL BE FULL WIDTH, SINGLE PIECE CONSTRUCTION.			

19.2	CROSS MEMBERS SHALL INTERLACE WITH BODY LONGITUDINALS TO FULLY SUPPORT THE FLOOR.			
19.3	BODY LONGITUDINALS (LONG MEMBERS) - SHALL BE MINIMUM OF 7 GAUGE 80,000 PSI MINIMUM YIELD FORMED BOX SECTION			
19.4	SIDE ACCESS DOOR - THE SIDE ACCESS DOOR SHALL BE LOCATED AT THE FRONT STREET SIDE OF THE BODY WITH MINIMUM OPENING OF 27" X 29-1/2" (796.5 IN²). STEPS AND GRAB HANDLES SHALL BE PROVIDED FOR EASE OF ENTRY. AN ELECTRICAL INTERLOCK SHALL BE PROVIDED TO DISABLE THE PUMP WHENEVER THE SIDE DOOR IS OPEN.			
19.5	ROOF ACCESS LADDER - A LADDER SHALL BE PROVIDED ON THE REAR OF THE TAILGATE FOR ACCESS TO THE BODY ROOF. STEPS MUST BE OF "NON-SLIP" MATERIAL.			
<b>20 – SLIDING TOP DOOR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
20.1	A HYDRAULICALLY ACTUATED SLIDING TOP DOOR WILL BE PROVIDED TO COVER THE HOPPER FOR TRAVELING TO THE DISCHARGE SITE.			
20.2	THE TOP DOOR CYLINDER SHALL BE DOUBLE ACTING AND HAVE A MINIMUM 2-1/2" BORE X 90" STROKE WITH A 1-1/2" DIAMETER CHROME PLATED ROD.			
20.3	AN IN-CAB MOUNTED LIGHT WILL BE PROVIDED TO INDICATE WHEN THE TOP DOOR IS NOT FULLY OPEN.			
20.4	HOPPER SUMP - A 32 GALLON HOPPER LIQUID SUMP WITH A 14" X 5.5" DOOR EACH SIDE OF THE HOPPER WILL BE PROVIDED FOR EASE OF CLEAN OUT.			
20.5	HOPPER SUMP DRAIN – A 3" SUMP DRAIN VALVE LOCATED ON THE STREETSIDE AND CURBSIDE SHALL BE PROVIDED FOR THE REMOVAL OF LIQUID WASTE FROM THE HOPPER SUMP			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
20.6	FRONT HEAD CLOSURE - A 51" X 79" FRONT HEAD CLOSURE SCREEN MADE OF EXPANDED METAL SHALL BE PROVIDED TO PREVENT LOOSE DEBRIS FROM ENTERING THE AREA IN FRONT OF THE PACKER AND TO PREVENT UNAUTHORIZED ENTRY BY NON-SERVICE PERSONNEL.			

20.7	THE BODY SHALL BE EQUIPPED WITH A REAR HINGE STYLE TO ALLOW FOR THE MANUAL RAISING OF THE BODY FOR SERVICEABILITY. TWO (2) INTER-CONNECTED TUBULAR ALUMINUM BODY PROPS WILL BE PROVIDED TO HOLD THE EMPTY BODY IN A PARTIALLY RAISED POSITION FOR SERVICING THE UNIT. WHEN THE PROPS ARE RELEASED AND THE BODY IS RAISED THE PROPS AUTOMATICALLY POSITION THEMSELVES IN THE SUPPORT POCKETS. THE PROPS WILL HAVE A 2" THROUGH SHAFT HINGE AND WILL BE SECURED UNDER THE BODY BY A POSITIVE TYPE CHAIN LOCK			
20.8	A PLASTIC SHOVEL AND BRACKET SHALL BE MOUNTED TO THE REAR OF THE PACKING BLADE FOR THE SUMP AREA CLEANOUT.			
<b>21 – PACKING MECHANISM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
21.1	A HYDRAULICALLY ACTUATED PACKER TRAVERSING A MINIMUM OF 83-1/2", FROM THE FRONT HEAD, SHALL CLEAR THE HOPPER OF MATERIAL WITH A MAXIMUM CYCLE TIME OF TWENTY-SIX (26) SECONDS.			
21.2	THE LOWER PACKING PANEL FACE WILL BE A MINIMUM 3/16" AR400 184,000 PSI MINIMUM YIELD, ABRASION RESISTANT STEEL PLATE. THE UPPER VERTICAL FACE WILL BE A MINIMUM 7 GAUGE, 80,000 PSI MINIMUM YIELD. THE PACKER WILL BE REINFORCED WITH A COMBINATION OF STRUCTURAL MEMBERS FOR MAXIMUM RIGIDITY.			
21.3	A HYDRAULICALLY ACTUATED PACKER TRAVERSING A MINIMUM OF 83-1/2", FROM THE FRONT HEAD, SHALL CLEAR THE HOPPER OF MATERIAL WITH A MAXIMUM CYCLE TIME OF TWENTY-SIX (26) SECONDS.			
<b>22 – PACKING MECHANISM GUIDE RAILS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
22.1	THE HOPPER ZONE PACKER GUIDE RAILS (2) IN THE SIDE OF THE BODY SHALL BE COMPRISED OF 3/8" 50,000 PSI MINIMUM YIELD STRUCTURAL ANGLE WELDED TO 3-1/2" X 1/4" ASTM A500 GRADE B STRUCTURAL TUBING ON EACH SIDE OF BODY. THE STRUCTURAL TUBING SHALL BE OF A CONTINUOUS PIECE THE FULL INTERIOR LENGTH OF THE HOPPER, 128" LONG			

22.2	ABRASION RESISTANT WEAR BARS, 145,000 PSI MINIMUM YIELD X 400 BHN, SHALL BE CLAD TO THE HOPPER ZONE GUIDE RAILS, EACH SIDE, IN THE FOLLOWING MANNER:			
22.3	BOTTOM HORIZONTAL TRACK WEAR BAR SHALL BE 1/4" THICK X 3-1/2" WIDE AND LOCATED 3-1/2" ABOVE FLOOR AT CORNER.			
22.4	TOP HORIZONTAL TRACK WEAR BAR SHALL BE 1/4" THICK X 2-1/2" WIDE.			
22.5	OUTER VERTICAL TRACK WEAR BAR SHALL BE 1/4" THICK X 2-1/2" WIDE.			
22.6	THE EJECTION ZONE GUIDE RAILS SHALL BE 3/8" 50,000 PSI MINIMUM YIELD STRUCTURAL ANGLE WELDED TO THE FULL LENGTH 3-1/2" X 3-1/2" X 3/16" ASTM A500 GRADE B STRUCTURAL TUBE. A 1/4" X 2-1/2" H.R.S. WEAR BAR SHALL BE WELDED TO THE VERTICAL AND UNDERSIDES SURFACE OF THE GUIDE RAIL ASSEMBLY. THE TOP WEAR SURFACE SHALL BE CLAD WITH 1/4" X 3-1/2" H.R.S. STEEL.			
22.7	THE PACKER PANEL SHALL BE GUIDED ON EACH SIDE OF THE BODY WITH 3" X 6" X 1/4" ASTM A500 GRADE B STRUCTURAL TUBING CLAD WITH 145,000 PSI MINIMUM YIELD ABRASION RESISTANT WEAR BARS IN THE FOLLOWING MANNER:			
22.8	BOTTOM HORIZONTAL PACKER PANEL WEAR BAR SHALL BE 3/8" THICK X 3" WIDE X 41" LONG.			
22.9	TOP HORIZONTAL PACKER PANEL WEAR BAR SHALL BE 1/4" THICK X 3" WIDE X 41" LONG.			
22.10	TWO (2) VERTICAL PACKER PANEL WEAR BARS, LOCATED BELOW THE STRUCTURAL TUBING, SHALL BE 1/4" THICK X 2" WIDE X 18" LONG.			
<b>23 – BOLT-ON LUGS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
23.1	THE PACKER PANEL SHALL BE PROVIDED WITH BOLT-ON LUGS FOR EACH OF THE TWO (2) PACKING CYLINDERS. THE CYLINDERS SHALL BE ATTACHED TO THE PACKER PANEL LUGS VIA TWO INCH (2") DIAMETER PINS. CYLINDER REMOVAL MAY BE ACCOMPLISHED BY EITHER PULLING THE PINS OR BY REMOVING THE ENTIRE BOLT-ON LUGS. THE LUGS SHALL BE ATTACHED TO THE PACKING PANEL WITH SIX (6) 3/4" DIAMETER BOLTS FOR EACH LUG ASSEMBLY.			
23.2	THE BODY FRONT HEAD SHALL ALSO BE PROVIDED WITH BOLT-ON LUGS FOR PACKING CYLINDERS. THE LUGS SHALL RETAIN CYLINDER PINS WITH FOUR (4) 3/4" DIAMETER BOLTS.			

<b>24 - PACKER CYLINDERS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
24.1	THE PACKER WILL BE HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING TELESCOPIC CYLINDERS WITH 5-1/2" BORE			
24.2	PACKER CYLINDERS SHALL HAVE SPHERICAL BEARINGS ON BOTH ENDS.			
24.3	THE PACKER CYLINDER GREASE ZERKS THAT ARE LOCATED ON THE ROD AND BASE END SHALL BE EQUIPPED WITH A REMOTE LUBE SYSTEM THAT IS ACCESSIBLE FROM THE GROUND			
24.4	PACKING FORCE – MINIMUM CYLINDER COMPACTION FORCE SHALL BE 105,000 POUNDS.			
<b>25 - BUSTILE TAILGATE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
25.1	TAILGATE MUST BE ONE PIECE; TOP HINGED AND SHALL OPEN APPROXIMATELY 4° ABOVE HORIZONTAL.			
25.2	TAILGATE BACK SHEETS SHALL BE CONSTRUCTED OF A MINIMUM 10 GAUGE, 80,000 PSI MINIMUM YIELD STEEL.			
25.3	TAILGATE SIDE SHEETS SHALL BE CONSTRUCTED OF A MINIMUM 11 GAUGE, 80,000 PSI MINIMUM YIELD STEEL.			
25.4	THE TAILGATE SHALL BE REINFORCED BY A MINIMUM 1/4" 80,000 PSI MINIMUM YIELD, HORIZONTAL BOXED BRACES.			
25.5	THE TAILGATE WILL BE SECURED TO THE BODY BY TWO (2) SETS OF HINGES WITH 2" HINGE PINS AT THE ROOF LINE.			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
25.6	A HEAVY DUTY REAR DOOR POSITIVE SEAL OF RUBBERIZED GASKET MATERIAL WILL BE INSTALLED THE FULL LENGTH OF THE BOTTOM AND 68" UP THE SIDES OF THE TAILGATE TO PREVENT LEAKAGE.			
25.7	THE TAILGATE SHALL BE SECURED IN THE CLOSED POSITION BY MEANS OF A FULLY AUTOMATIC LATCHING MECHANISM ACTUATED BY A SEPARATE CONTROL IN THE CAB.			
<b>26 – HYDRAULIC TAILGATE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

26.1	THE TAILGATE SHALL BE RAISED AND LOWERED HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING CYLINDERS WITH A MINIMUM BORE OF 3" X 28-1/4" STROKE WITH 1-1/2" DIAMETER HARDENED CHROME PLATED ROD. CYLINDER DESIGN SHALL ALSO INCLUDE AN ORIFICE FITTING IN THE BASE PORT WHICH WILL PREVENT THE RAPID DESCENT OF THE TAILGATE IN THE EVENT OF A HYDRAULIC FAILURE.			
26.2	THE TAILGATE SHALL BE LOCKED BY TWO (2) LOCK CYLINDERS WITH A MINIMUM BORE OF 3" X 3-5/8" STROKE WITH 1-1/2" DIAMETER HARDENED CHROME PLATED ROD. LOCK AND TAILGATE RAISE CYLINDERS SHALL BE ACTUATED BY SEPARATE CONTROLS IN THE CAB.			
26.3	ALL LIGHTS WILL BE RECESSED INTO THE TAILGATE WITH THE LENS FLUSH WITH THE OUTER SKIN. CLEARANCE, BACKUP AND DIRECTIONAL LIGHTS SHALL BE A LEXAN LENS, SHOCK MOUNTED IN A PROTECTIVE HOUSING. THE WHOLE UNIT WILL BE "POP-OUT" AND REPLACEABLE. ALL VEHICLES WILL MEET FMVSS #108 AND STATE LIGHTING AND REFLECTOR REQUIREMENTS.			
26.4	AN IN-CAB LIGHT AND AUDIBLE ALARM WILL BE PROVIDED TO INDICATE THAT THE TAILGATE IS NOT FULLY CLOSED. A MECHANICAL FLAG DEVICE MUST BE INCLUDED TO INDICATE THAT THE TAILGATE IS LOCKED.			
<b>27 – LIFT ARMS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
27.1	THE LIFT ARMS WILL BE 3" X 8" BOX REINFORCED TYPE CONSTRUCTION RATED AND CAPABLE OF LIFTING 8,000 POUND GROSS CONTAINER AND PAYLOAD.			
27.2	LIFT ARMS SHALL BE CAPABLE OF LIFTING LOADED CONTAINERS FROM A TRUCK DOCK WITH 10' MAXIMUM POCKET HEIGHT.			
27.3	LIFT ARM CYCLE TIME WILL BE APPROXIMATELY 18-20 SECONDS.			
27.4	PICK-UP, DUMP, AND DISENGAGEMENT WILL BE DONE WITHOUT THE NEED FOR ASSISTANCE AND WITHOUT THE DRIVER LEAVING THE CAB.			
27.5	THE LIFT ARMS, DURING THE DUMP CYCLE MUST NOT OBSTRUCT OR INTERFERE WITH THE OPENING OF THE TRUCK CAB DOORS ON EITHER SIDE			

27.6	THE TWO (2) 3" X 8" RIGIDLY CONSTRUCTED LIFT ARMS WILL BE HELD TIGHT TO THE TORQUE TUBE USING 4" THICK ASTM A-487, 60,000 PSI YIELD CAST STEEL CLAMPING DEVICES, AND SECURED USING TWO (2) 7/8" GRADE 8 BOLTS AND LOCK NUTS ON EACH SIDE.			
27.7	THE ARM TORQUE TUBE WILL BE MOUNTED IN THREE (3) SPLIT BEARING BLOCKS WITH THREE (3) REPLACEABLE SPLIT BRONZE BUSHINGS WITH GREASE PROVISIONS. THE SPLIT BEARING BLOCKS WILL BE RIGIDLY WELDED TO THE LOWER FRONT OF THE BODY.			
<b>28 – LIFT ARM HYDRAULICS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
28.1	THE LIFT ARMS WILL BE HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING CYLINDERS 4-1/2" BORE X 41-1/2" STROKE WITH A 2-1/2" DIAMETER INDUCTION HARDENED AND CHROME PLATED ROD.			
28.2	THE CYLINDERS WILL BE LOCATED OUTSIDE THE BODY AT THE BODY FLOOR LEVEL AND DIRECTLY ATTACHED TO THE LIFT ARMS.			
<b>29 – CONTAINER FORKS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
29.1	TWO (2) 1-1/2" X 51" GRIP HIGH TENSILE, 50,000 PSI MINIMUM YIELD FORKS SHALL BE WELDED TO A 4-1/2" O.D. X 3/8" WALL C-1018 SEAMLESS TUBING FORK CROSS SHAFT ASSEMBLY. THIS ASSEMBLY SHALL INCLUDE RUBBER BUMPERS TO REDUCE IMPACT AND PREVENT DAMAGE TO CONTAINERS.			
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
29.2	FORK CROSS SHAFT ASSEMBLY SHALL BE ATTACHED TO THE ARMS WITH TWO (2) SPLIT BEARING BLOCKS WITH REPLACEABLE SPLIT BRONZE BUSHINGS FITTED WITH GREASE PROVISIONS.			
29.3	FORK HYDRAULICS - THE FORKS WILL BE HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING CYLINDERS, 4" BORE X 25" STROKE WITH A 2" DIAMETER INDUCTION HARDENED AND CHROME PLATED ROD.			
29.4	FORKS SHALL BE DESIGNED TO PROVIDE THE NECESSARY DUMP ANGLE TO ASSURE COMPLETE DISCHARGE OF MATERIALS FROM THE REFUSE CONTAINERS.			
29.5	LIFT ARMS SHALL BE BROUGHT TO A SMOOTH STOP IN THE RAISED AND LOWERED POSITION BY USE OF CUSHIONED HYDRAULIC ARM CYLINDERS.			
29.6	HEAVY DUTY BOLT-ON HARD RUBBER ARMS STOPS LOCATED AT THE SIDE OF THE BODY WILL CUSHION AND PREVENT OVER TRAVEL OF THE LIFT ARMS.			

29.7	MAXIMUM HEIGHT WITH THE LIFT ARMS RAISED IN THE FULL UP AND FORKS FULLY TUCKED POSITION WILL BE 13'6" (BASED ON A CHASSIS RAIL HEIGHT OF 42").			
29.8	AN IN-CAB MOUNTED WARNING LIGHT WILL BE PROVIDED TO INDICATE WHEN ANY PART OF THE ARMS ARE RAISED ABOVE THE BODY.			
<b>30 – HYDRAULICS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
30.1	THE MAXIMUM OPERATING PRESSURE OF THE SYSTEM WILL BE 2500 PSI.			
30.2	THE HYDRAULIC PUMP SHALL BE A FRONT ENGINE, CRANK DRIVEN, DENISON SINGLE VANE PUMP WITH ELECTRONIC OVER-SPEED CONTROL. THE PACKER PANEL OPERATION SHALL BE LIMITED TO A FLOW 52 GPM @ 1500 RPM IN NEUTRAL OR FOOT ON BRAKE. PUMP SHALL COMPLY WITH SPECIFICATION 219-2303 OR EQUAL.			
30.3	PUMP-TO-BODY HARD PLUMBING SHALL BE PROVIDED AND SHALL BE SECURELY SUPPORTED AND CLAMPED TO PREVENT VIBRATION, ABRASION, AND EXCESSIVE NOISE. FLEX HOSES SHALL BE PROVIDED AT EACH END OF THE HARD PLUMBING TO PROVIDE ADEQUATE FLEXURE TO PREVENT HYDRAULIC LEAKS.			
<b>31 – HYDRAULIC HOSES:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
31.1	ALL HYDRAULIC HOSES SHALL CONFORM TO S.A.E STANDARDS FOR DESIGNED PRESSURE. BENDS SHALL NOT BE MORE THAN RECOMMENDED BY S.A.E. STANDARDS. FLAT SPOTS IN HOSES WILL NOT BE ACCEPTABLE.			
31.2	ALL PRESSURE HOSES SHALL BE PROTECTED WITH FABRIC GUARD			
<b>32 – HYDRAULIC OIL RESERVOIR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
32.1	THE HYDRAULIC OIL RESERVOIR SHALL HAVE A GROSS CAPACITY OF 47 GALLONS FILLED WITH 41 GALLONS OF HYDRAULIC FLUID.			
32.2	THE TANK SHALL BE COMPLETE WITH A SCREENED FILL PIPE AND CAP, FILTER BREATHER, CLEAN OUT COVER, SHUT OFF VALVE, OIL LEVEL SIGHT, AND TEMPERATURE GAUGE			
32.3	THE HYDRAULIC SYSTEM SHALL BE PROTECTED BY A THREE (3) MICRON, IN TANK, RETURN LINE FILTER ALONG WITH A 100 MESH (140 MICRON) REUSABLE OIL STRAINER IN THE SUCTION LINE.			
32.4	THE RETURN LINE FILTER SHALL ALSO INCLUDE AN IN-CAB FILTER BY-PASS MONITOR WHICH SHALL ALERT THE OPERATOR OR SERVICE PERSONNEL WHEN THE FILTER IS NEED OF REPLACEMENT.			

32.5	A HYDRAULIC PUMP SHUT DOWN SYSTEM SHALL ALSO BE INCLUDED WHICH SHALL PROHIBIT PROLONGED OPERATION OF THE HYDRAULICS WHEN THE FILTER IS IN THE BYPASS MODE.			
32.6	THE HYDRAULIC CIRCUIT SHALL CONSIST OF (2) CONTROLLING VALVES. THE PACKING, ARMS RAISE/LOWER, AND THE FORK VALVE SECTIONS WILL BE LOCATED UNDER THE MID BODY ON THE STREETSIDE OF THE UNIT. THIS VALVE WILL BE PROTECTED WITH A STEEL COVER TO PREVENT CONTAMINATION AND DAMAGE. THIS VALVE ASSEMBLY SHALL CONSIST OF A RELIEF TO PREVENT OVERLOAD DAMAGE TO THE BODY. THE TAILGATE CYLINDERS, TOP DOOR CYLINDERS, AND THE TAILGATE LOCK CYLINDERS SHALL BE CONTROLLED BY A VALVE LOCATED ON THE STREETSIDE REAR BODY SIDE SKIRT. THIS VALVE SHALL BE AN ELECTRIC OVER HYDRAULIC VALVE WITH IN CAB CONTROLS TO PREVENT THE OPERATOR FROM EXITING THE CAB TO OPERATE. THIS VALVE SHALL ALSO BE PROTECTED BY WITH A STEEL COVER. THESE VALES SHALL HAVE A MINIMUM CAPACITY OF 50 GPM @ 2500 PSI AND DESIGNED TO PROPERLY OPERATE ALL THE HYDRAULIC COMPONENTS. HYDRAULIC VALVES LOCATED BEHIND THE CAB NEAR HIGH-TEMPERATURE ENGINE EXHAUSTS ARE NOT ACCEPTABLE DUE TO THE DIFFICULTY OF SERVICING AND THE POTENTIAL RISK TO HYDRAULIC COMPONENTS DUE TO EXCESSIVE ENGINE TEMPERATURES.			
<b>33 – CONTROLS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
33.1	ARM, FORK, PACKER, TOP DOOR, TAILGATE RAISE, AND TAILGATE LOCK CONTROLS SHALL BE PROVIDED. ARM AND FORK MOVEMENT SHALL BE ACCOMPLISHED BY AN AIR OVER HYDRAULIC, SELF-CENTERING JOYSTICK THAT RETURNS TO THE NEUTRAL POSITION WHEN RELEASED. AN ARM REST SHALL BE PROVIDED FOR OPERATOR COMFORT. PACKER, TOP DOOR, TAILGATE RAISE, AND TAILGATE LOCK CONTROLS SHALL BE AIR TOGGLE TYPE. ALL CONTROLS SHALL BE LOCATED INSIDE THE CAB WITHIN EASY ACCESS TO THE DRIVER. A SEPARATE IN-CAB CONTROL SHALL BE PROVIDED FOR TAILGATE LOCK FUNCTION.			
33.2	ALL CONTROLS SHALL BE PROPERLY LABELED AND INDICATE THE DIRECTION OF TRAVEL (I.E., ARMS UP, ARMS DOWN, ETC.) WITH WARNING LIGHTS TO INDICATE “TAILGATE OPEN”, “TOP DOOR CLOSED”, “ARMS ABOVE TRANSIT POSITION”, “LOW OIL”, “ARM AND FORK OVERHEIGHT”			
<b>34 - ELECTRICAL:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
34.1	A MOBILE CONTROLLER WITH CONTROL CENTER AND DISPLAY SHALL BE PROVIDED IN THE CAB TO MONITOR SYSTEM FUNCTIONS AND OPERATION OF THE TRUCK. THIS CONTROLLER SHALL BE ABLE TO WITHSTAND THE VIBRATION, MOISTURE, DIRT INGRESS, AND CLIMATE VARIATIONS THAT ARE PRESENT IN THE CAB OF THE VEHICLE. THE CONTROLLER SHALL USE SOLID-STATE TECHNOLOGY WITH NO MECHANICAL RELAYS OR SWITCHES INSIDE THE CONTROLLER. THIS CONTROLLER SHALL USE IEC 61131-3 SOFTWARE			

	AND WILL HAVE SAE J1939 BUILT INTO THE CONTROLLER FOR COMMUNICATION TO THE VEHICLE POWERTRAIN. THE MOBILE CONTROLLER SHALL BE INSTALLED INSIDE THE TRUCK CAB AND SHALL DISPLAY SELF-DIAGNOSING ERROR CODES IN READABLE TEXT FORMAT WHICH IDENTIFY THE POTENTIAL TROUBLE SOURCE. BOTH AUDIO AND TEXT ALERTS MUST BE MADE AVAILABLE TO AID IN LOCATING TROUBLE SOURCE.			
34.2	ALL ELECTRICAL WIRING CONNECTORS TO BE AUTOMOTIVE DOUBLE-SEAL, WITH WIRING IN SPLIT CONVOLUTED LOOM. ALL WIRING CONNECTIONS TO BE SOLDERED WITH RUBBER MOLDED COVERING OR CRIMP TYPE CONNECTORS WITH SHRINK WRAP. UNPROTECTED WIRING IN ANY APPLICATION IS UNACCEPTABLE.			
34.3	ALL SWITCHES NOT MANUALLY OPERATED SHALL BE PROXIMITY IN TYPE. MECHANICAL SWITCHES ARE NOT ACCEPTABLE			
<b>35 - LIGHTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
35.1	CLEARANCE, BACK UP, AND DIRECTIONAL LIGHTS SHALL BE LEXAN LENS, SHOCK MOUNTED IN A PROTECTIVE HOUSING. THE ENTIRE UNIT SHALL BE FLUSH MOUNT, REPLACEABLE POP OUT STYLE.			
35.2	ALL LIGHTS SHALL BE PROVIDED IN ACCORDANCE WITH FMVSS #108 AND ANSI 245.1-1999, PLUS MID BODY TURN SIGNALS ON EACH SIDE OF THE BODY AND A CENTER BRAKE LIGHT ON THE REAR.			
35.3	A 360 DEGREE STROBE LIGHT SHALL BE PROVIDED ON THE LOWER MID SECTION OF THE TAILGATE.			
35.4	A HOPPER LIGHT ILLUMINATING THE HOPPER AREA SHALL BE PROVIDED AND CONTROLLED BY AN ON/OFF SWITCH IN THE CAB			
<b>36 -- REAR UNDERRIDE AND TIRE GUARD:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
36.1	THE BODY SHALL BE EQUIPPED WITH A REAR UNDER-RIDE GUARD AS STANDARD EQUIPMENT TO MEET FEDERAL MOTOR CARRIER SAFETY REGULATION 49CFR393.86, TTMA RP NO. 41-02, AND SAE J682 OCT84.			
<b>37 --LOAD DISCHARGE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
37.1	LOAD DISCHARGE SHALL BE OF A "FULL EJECT" TYPE AND SHALL BE INTERLOCKED WITH THE REAR DOOR SO THAT IT HAS TO BE OPEN BEFORE THE PACKER PLATE CAN PASS THE ½ PACK POINT.			
<b>38 - RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

		YES	NO	PRICE
<b>39 - RESERVED:</b>		YES	NO	PRICE
<b>40 – WARNING ALARM:</b>		YES	NO	Exception
40.1	A WARNING ALARM SHALL BE PROVIDED THAT EMITS AN AUDIBLE, INTERMITTENT SIGNAL WHEN THE CHASSIS TRANSMISSION IS IN THE REVERSE POSITION OR WHEN THE REAR DOOR OF THE BODY IS NOT IN THE FULLY LOWERED POSITION.			
<b>41 – REARVIEW CAMERA:</b>		YES	NO	Exception
41.1	COLOR REAR MOUNTED CAMERA AND CAB MOUNTED MONITOR, INTEC 6.8" NON-GLARE LCD W/250+ LINES RESOLUTION MONITOR, INDUSTRIAL COLOR CAMERA W/MIL SPEC. CONNECTORS OR EQUIVALENT.			
<b>42 – BODY LIGHTS, WORKING LIGHTS AND WIRING:</b>		YES	NO	PRICING
42.1	THE BODY WILL HAVE (3) HOPPER/ WORK LIGHTS. ONE MOUNTED FACING FRONT OF EJECTOR BLADE AND (2) TWO MOUNTED ON EACH SIDE OF THE LIFT CARRIAGE / MAST.			
42.2	ALL LIGHTING SHALL BE IN ACCORDANCE WITH FMVSS. THE LIGHT BAR ON THE LOWER SECTION OF THE DOOR INCLUDES TWO (2) STOP/TURN INDICATORS ON EACH SIDE AND ONE (1) BACKUP LAMP ON EACH SIDE.			
42.3	A MID-BODY SIGNAL COMBINATION MARKER LAMP SHALL BE LOCATED ON EACH SIDE OF THE UNIT, MID-LOWER BODY.			

42.4	<p>BODY MARKER LAMPS ARE LOCATED, ONE (1) IN FRONT AND ON THE TOP CORNER OF EACH SIDE (AMBER). REAR BODY MARKERS ARE LOCATED IN THE REAR DOOR FRAME, ONE (1) ON THE TOP AND ONE (1) ON THE BOTTOM. THERE SHALL ALSO BE A GROUPING ON THE OUTSIDE OF THE REAR DOOR, ONE (1) ON EACH SIDE AND THREE (3) IN THE CENTER.</p>			
42.5	<p>AN ELECTRICAL BACK-UP ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE VEHICLE IS IN REVERSE. AN ELECTRICAL ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE REAR GATE IS AJAR. CIRCUIT BREAKERS, ABLE TO BE RESET, ARE UTILIZED FOR CIRCUIT PROTECTION ON PACKER SYSTEMS. ALL WIRING SHALL BE ENCLOSED IN THE BODY MEMBER OR SEALED PLASTIC LOON. ALL WIRING SHALL BE COLOR CODED.</p>			
<b>43 – SAFETY LIGHTING:</b>				

	<ul style="list-style-type: none"> <li>❖ AMBER LED'S OR EQUAL MOUNTED ON CHASSIS FRONT GRILLE, SIDE AND REAR OF VEHICLE. ALL LENSES SHALL BE CLEAR.</li> <li>❖ FRONT GRILLE - TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON FRONT GRILLE, OR EQUAL. ALL LENSES SHALL BE CLEAR.</li> <li>❖ REAR – TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON REAR OF REFUSE BODY, OR EQUAL. ALL LENSES SHALL BE CLEAR.</li> <li>❖ SIDE BODY – TWO WHELEN 600 SERIES AMBER LED'S, OR EQUAL, MOUNTED BEHIND THE CAB ON THE REFUSE BODY APPROXIMATELY MID-SHIP.</li> <li>❖ ALL LENSES SHALL BE CLEAR. ALL LED'S SHALL BE WIRED AND ACTUATED WHEN THE VEHICLE IS IN DRIVE POSITION. A SWITCH CONTROL SHALL BE MOUNTED IN THE CHASSIS CAB.</li> </ul>			
<b>44 - CONTAINER WASH OUT SYSTEM:</b>		<b>YES</b>	<b>NO</b>	
44.1	AN 80 GALLON CAPACITY TANK WITH A HAND HELD SPRAYER SHALL BE PROVIDED IN ORDER TO ALLOW THE OPERATOR/DRIVER TO CLEAN CONTAINERS.			
44.2	AN 80 GALLON CAPACITY TANK WITH A CAB-CONTROLLED SPRAYER MEANS SHALL BE PROVIDED IN ORDER TO ALLOW THE OPERATOR/DRIVER TO CLEAN CONTAINERS WHEN THE CONTAINERS IS IN THE DUMP POSITION ON THE CONTAINER HANDLING DEVICE.			
<b>45 – PAINTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

45.1	FIRST STEP – SMOOTHING - ALL WELD SLAG, SPLATTER OR ROUGHNESS SHALL BE REMOVED WITH THE APPROPRIATE HAND TOOLS. NO SAND, SHOT OR GLASS AIR BLASTING SHALL BE PERMITTED TO ELIMINATE CONTAMINATION AND POSSIBLE DAMAGE TO BEARINGS OR PIN SURFACES AND POSSIBLE DISTORTION OF HIGHER GAUGE SHEET MATERIALS USED ON THE BODY.			
45.2	SECOND STEP – PURGATION - A HEATED PRESSURE WASH SHALL DRENCH THE ENTIRE BODY WITH A SILICATED ALKALINE PHOSPHATE BASED PRECLEANER TO CLEAN ALL METAL SURFACES. THIS SOLUTION SHALL SOAK THROUGH AND BREAK DOWN THE OIL FILM AND OTHER CONTAMINANTS FOUND ON STEEL. THE SOLUTION SHALL BE NON-CORROSIVE TO METALS AND SHALL BE ENVIRONMENTALLY FRIENDLY.			
45.3	THIRD STEP – PRE-TREATMENT – AN ORGANICALLY ACCELERATED PHOSPHORIC ACID BASED PRETREATMENT WILL BE APPLIED TO ALL METAL SURFACES. THIS STEP PROVIDES A CHEMICAL CONVERSION COATING WHICH CHANGES THE CHEMICAL AND PHYSICAL NATURE OF THE SURFACE BY PROVIDING A SURFACE THAT THE NEXT APPLICATION (PRIME) WILL ADHERE TO.			
45.4	FOURTH STEP – SEALING - THE ENTIRE BODY SHALL BE COATED WITH AN APPLICATION OF THE PATENTED DRY-IN-PLACE SEAL FROM HENKEL SURFACE TECHNOLOGIES. THIS PROCESS SHALL DRAMATICALLY IMPROVE THE SURFACE FINISH'S RESISTANCE TO RUSTING THAT OCCURS FROM GENERAL WEAR AND TEAR, AND SHALL PROVIDE IMPROVEMENTS TO PAINT ADHESION AND OTHER RELATED CORROSION THAT OCCURS OVER THE LIFE OF THE PRODUCTS. THIS SHALL HELP RETAIN THE “AS NEW” APPEARANCE OF THE FACTORY PAINT SURFACE.			
45.5	FIFTH STEP - PRIMER COAT PAINT - THE SEAL COAT SHALL BE PAINTED USING DUPONT CORLAR - A HIGH PERFORMANCE, LOW VOC/HAPS EPOXY POLYAMIDE PRIMER-SEALER. CORLAR IS A TWO-COMPONENT GRAY PRIMER-SEALER THAT IS LEAD AND CHROMATE FREE. THIS SHALL BE APPLIED IN AN AMOUNT NECESSARY TO ACHIEVE A DRY FILM THICKNESS OF 1.2 MIL.			
45.6	SIXTH STEP - FINISH TOP COAT PAINT - A HIGH LUSTER FINISH COAT SHALL BE APPLIED USING DUPONT IMRON 5000 – A HIGH-PERFORMANCE, LOW VOC (<3.5 LBS/GAL RTS) TWO-COMPONENT POLYURETHANE ENAMEL. AN AMPLE AMOUNT SHALL BE APPLIED TO ACHIEVE A DRY FILM THICKNESS OF 2 MIL AND SHALL RESULT IN A FINISH OF 3.2 MIL MINIMUM FILM THICKNESS.			
		YES	NO	Exception

45.7	FIRST STEP – SMOOTHING - ALL WELD SLAG, SPLATTER OR ROUGHNESS SHALL BE REMOVED WITH THE APPROPRIATE HAND TOOLS. NO SAND, SHOT OR GLASS AIR BLASTING SHALL BE PERMITTED TO ELIMINATE CONTAMINATION AND POSSIBLE DAMAGE TO BEARINGS OR PIN SURFACES AND POSSIBLE DISTORTION OF HIGHER GAUGE SHEET MATERIALS USED ON THE BODY.			
45.8	SECOND STEP – PURGATION - A HEATED PRESSURE WASH SHALL DRENCH THE ENTIRE BODY WITH A SILICATED ALKALINE PHOSPHATE BASED PRECLEANER TO CLEAN ALL METAL SURFACES. THIS SOLUTION SHALL SOAK THROUGH AND BREAK DOWN THE OIL FILM AND OTHER CONTAMINANTS FOUND ON STEEL. THE SOLUTION SHALL BE NON-CORROSIVE TO METALS AND SHALL BE ENVIRONMENTALLY FRIENDLY.			
45.9	BODY UNDERCOATING SHALL BE PROVIDED AND COVER ALL SURFACES UNDER THE BODY.			
<b>46 – OPTIONAL UPGRADE ADDITIONS: (PRICING FOR THE ITEMS THAT ARE AVAILABLE AND INCLUDED WITH THE TRUCK MUST BE INCLUDED IN THE FINAL UNIT PRICE)</b>		<b>INCLUDED</b>	<b>NOT INCLUDED</b>	
46.1	DUAL CONTAINER AND LIFT WORK LIGHT KIT			
46.2	LIFT CYCLE COUNTER			
46.3	DUAL HOPPER WORK LIGHTS			
46.4	DUAL FLOOD LIGHTS ON TRUCK			
46.5	REMOTE LIFT CONTROLS – AIR TOGGLES			
46.6	BODY SIDE BACKING ASSIST LIGHTS			
46.7	20 LB FIRE EXTINGUISHER			
46.8	REMOTE LUBRICATION SYSTEM – PACKER			
46.9	SEVER DUTY WEAR BARS KIT			
		<b>INCLUDED</b>	<b>NOT INCLUDED</b>	

46.10	CAUTION TRAFFIC DECAL SIGN ON BACK REAR OF THE UNIT FACTORY INSTALLED			
46.11	INSTALLATION OF CITY OF EDINBURG LOGO, DEPARTMENT DECAL AND SAFETY DECALS			
46.12	INSTALL CITY PROVIDED TWO-WAY RADIO IN ACCORDANCE WITH DEPT STANDARDS TO ENSURE WARRANTY			
46.13	TWO (2) YEAR ON REFUSE BODY, HYDRAULIC PUMP AND SYSTEM. ALL HYDRAULIC CYLINDERS TO HAVE A FIVE (5) YEAR WARRANTY.			
46.14	OEM – REAR SPARE TIRE WITH RIM			
46.15	HOPPER FLOOR LINER (3/16" – 150,000 PSI)			
46.16	TEN POINT LUBE SYSTEM			
46.17	JOYSTICK CONTROL			
46.18	MUD FLAPS ARE INSTALLED ON THE FRONT AND REAR OF THE TANDEM AXLES.			
46.20	CLEAN OUT SHOVEL KIT			
<b>47 - DELIVERY, SETUP AND TRAINING:</b>				
47.1	THE TRUCK SHALL BE DELIVERED TO THE CITY OF EDINBURG LANDFILL LOCATED AT 8601 NORTH JASMAN RD, EDINBURG TEXAS 78540 AND SET UP TO WORK AT THE SELLING DEALER'S EXPENSE. TRAINING ON PROPER OPERATION AND MAINTENANCE OF THE COMPACTOR SHALL BE CONDUCTED OVER A TWO (2) DAY PERIOD AND SHALL NOT BE LESS THAN TWELVE (12) HOURS.			
<b>48 - MANUALS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

48.1	TWO SETS EACH OF PARTS MANUALS, OPERATOR'S MANUALS, AND SERVICE MANUALS.			
<b>49 – MACHINE OR EQUIPMENT AVAILABILITY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
49.1	WITHIN 30 DAYS OF ISSUANCE			
49.2	WITHIN 60 DAYS OF ISSUANCE			
49.3	WITHIN 90 DAYS OF ISSUANCE			
49.4	OVER 90 DAYS OF ISSUANCE			
EXPLAIN IF OVER 90 DAYS:				
<b>50 – STANDARD WARRANTY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
50.1	SHALL HAVE NO LESS THAN 1 YEAR OR 100,000 MILE FULL MANUFACTURER'S BASE WARRANTY ON THE CAB AND CHASSIS; ENGINE SHALL HAVE 2 YEARS 250,000 MILE STANDARD ENGINE WARRANTY; TRANSMISSION SHALL HAVE 3 YEAR UNLIMITED MILE WARRANTY; ALL WARRANTIES SHALL INCLUDE PARTS, LABOR, HAULING, TRAVEL, AND MILEAGE REQUIRED AND THE DETAILS OF THIS WARRANTY MUST ACCOMPANY THE BID.			
<b>51 -LISTING OF ALL WASTE FACILITES UTILIZING YOUR EQUIPMENT:</b>				
Please list all contacts and phone numbers ( <b>TEXAS Facilities ONLY</b> )				

Company/Agency	Machine Year and Model	Contact Person	Phone Number	Distance from COE (Miles)	Time Machine in Service and Possession

**52 - AFTER THE SALE SUPPORT - OPERATOR TRAINING:**

Is professional operator training available from your company.	Yes	No
----------------------------------------------------------------	-----	----

Number of Dealer Full-Time Operator Trainers	Professional Training Class Offered for this Product	Price per Student	Hours per Class	Maximum # of Students per Class
		\$		

**52 - AFTER THE SALE TECHNICAL SUPPORT - MECHANIC TRAINING:**

Is professional technical training available from your company.	Yes	No
-----------------------------------------------------------------	-----	----

Number of Dealer Full-Time Technical Trainers	Professional Training Classes Offered for this Product	Price per Class	Hours per Class	Maximum # of Students per Class
		\$		

**53 -BID FORM:**

	Company Name:
	Printed Name of Person Submitting Bid:
	Street Address:
	County, State:
	Zip

Phone Number: (    )			
Fax Number: (    )			
E-mail Address:			
53.1	ITEM – LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER AS LISTED ABOVE.	UNIT PRICE	\$
54.0	HEAVY DUTY BODY OPTION	\$	COST
55.0	AVAILABLE EXTENDED WARRANTY(S) CAB AND CHASIS		
55.1	___ YR ___ MILES _____ TYPE _____	COST	
55.2	___ YR ___ MILES _____ TYPE _____	COST	
55.3	___ YR ___ MILES _____ TYPE _____	COST	
56.0	AVAILABLE EXTENDED WARRANTY(S)		
56.1	___ YR ___ MILES _____ TYPE _____	COST	
56.2	___ YR ___ MILES _____ TYPE _____	COST	
56.3	___ YR ___ MILES _____ TYPE _____	COST	
57.1	DELIVERY TIME AFTER AWARD IN DAYS		
<b>***** FOR CITY USE ONLY*****</b>			
FINAL EXTENDED PRICE INCLUDING ALL AVAILABLE OPTIONS AND WARRANTIES LISTED ABOVE (LIST ITEM _____, _____, _____, _____)			

**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  
PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER

BID NO. 2017-11

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER 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.

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER	<u>Bid</u> Specify
CONTRACT NUMBER: _____ (if applicable)		COMMODITY NUMBER: _____ (if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER**

**BID NO. 2017-11**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER.**

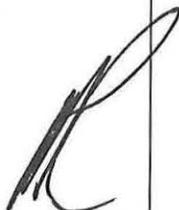
You are invited to submit a sealed bid for the **PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER** as requested by the City of Edinburg Solid Waste Department.

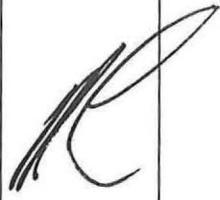
The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER:**

**MINIMUM BID SPECIFICATIONS**

**FOR A NEW COMMERCIAL LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER**

<b>1 - INSTRUCTIONS TO BIDDERS:</b>		<b>INITIAL</b>
1.1	<p>The City of Edinburg owns and operates a Fully Automated Waste Collection Fleet and services 100% of all City Residents and Commercial Establishments. Therefore, time is of the essences; full responses to the bid are needed to fully evaluate the bid. Bidders are to have thoroughly read and understood these specifications prior to bid submission. These specifications are intended to describe a fully automated LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER. The truck shall be capable of lifting 1-10 cubic yard containers with side pockets and transporting refuse to a landfill and dispensing the load by means of hydraulically ejecting the load from the refuse body. All components and requirements shall be at a minimum as listed in the attached specifications herein describe the minimum acceptable features, performance and operational requirements for a fully automated LEFT hand drive COMMERCIAL FRONT LOAD RETRIEVER that the City of Edinburg will purchase for use with its Collection Program.</p>	
		<b>INITIAL</b>

1.2	<p>The manufacturer of all equipment provided under this contract shall be ISO 9001-2008 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2012.</p>	
1.3	<p>All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. By checking, any of the "<b>NO</b>" spaces the bidder states that the product being bid does not conform to that minimum specification. The City of Edinburg Dept. of Solid Waste Management operates a uniform and standardized fleet, which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b><u>all variations and/or exceptions must be documented</u></b>, referencing applicable paragraph(s), and <b><u>explained in detail on a separate page titled "Exceptions"</u></b>. Otherwise, it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. <b><u>However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable.</u></b> Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	
1.4	<p>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor, which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG.</p>	

2 - BASIC SPECIFICATIONS:		YES	NO	Exception
CAB AND CHASIS (CLASS "A" CHASIS)		✓		
MAKE: <i>Peterbilt</i> MODEL: <i>320</i> YEAR: <i>2017</i>				
2.1	CAB SHALL BE OF CAB OVER DESIGN	✓		
2.2	CAB SHALL MEET THE FOLLOWING CRITERIA MUST BE AN ALUMINUM CAB, <u>LEFT</u> HAND DRIVE	✓		
2.3	AIR RIDE HIGH BACK DRIVER VINYL SEAT	✓		
2.4	AIR CONDITIONER/ HEATER/ DEFROSTER FACTORY INSTALLED	✓		
2.5	PASSENGER SEAT LOW BACK VINYL. NON-AIR	✓		
2.6	INSIDE THE CAB COLOR IS GREY	✓		
2.7	OUTSIDE COLOR IS WHITE	✓		
2.8	RADIO AM/FM	✓		
2.9	BACK UP ALARM	✓		
2.10	2 CONVEX 8" MIRROR	✓		
2.11	SHALL HAVE A, WARNING LIGHT BATTERY DISCONNECT SWITCH ENGAGED (MARKER LIGHT)	✓		
2.12	SHALL HAVE DAYTIME RUNNING LIGHTS	✓		
2.13	4.5" RUBBER FLARES ON CAB	✓		
2.14	ADJUSTABLE STEERING COLUMN - TILT/TELESCOPE	✓		
2.15	REAR WINDOW BACK OF CAB DARK TINT	✓		
2.16	TWO PIECE FLAT WINDSHIELD	✓		
2.17	SSTL - LH/RH TRI-PLANE MIRRORS, HEATED	✓		
2.18	(1) AIR HORN 24.5" CHROME - ROUND W/HORN SHIELD	✓		
2.19	CAB TILT PUMP AIR ASSIST	✓		
		YES	NO	Exception

2.20	ELECTRIC WINDSHIELD WIPERS	✓		
2.21	TRIANGLE REFLECTORS KIT SHIPPED LOOSE	✓		
2.22	MAIN TRANSMISSION OIL TEMPERATURE GAUGE	✓		
2.23	AIR RESTRICTION INDICATOR	✓		
2.24	HEADLIGHTS DUAL RECTANGULAR HALOGEN	✓		
2.25	(5) LIGHT GUARDS ON MARKER LIGHTS	✓		
2.26	(5) LED CLEARANCE WITH (2) LED MARKER LIGHTS	✓		
2.27	NON FURNISHED STOP/TAIL/BACKUP LIGHTS	✓		
<b>3 – ENGINE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
3.1	THE ENGINE SHALL HAVE A RATING OF 345@1900; GOV@2100 1150@1400	✓		
3.2	SHALL HAVE AN ENGINE PROTECTION SHUTDOWN	✓		
3.3	ALTERNATOR 200 AMP	✓		
3.4	BATTERY DISCONNECTION SWITCH	✓		
3.5	ENGINE IDLE SHUTDOWN TIME ENABLED	✓		
3.6	EFFECTIVE PTO AND THROTTLE PROVISION	✓		
3.7	CARB ENGINE IDLING COMPLIANCE	✓		
3.8	12V STARTER	✓		
3.10	3 PREMIUM 12V DUAL PURPOSE BATT 2100 CCA	✓		
3.11	2 SPEED FAN CLUTCH FOR FREQUENT START/STOPS	✓		
3.12	18.7 CFM AIR COMPRESSOR	✓		
3.13	FUEL FILTER, UNHEATED	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>

3.14	HIGH EFFICIENCY COOLING SYSTEM	✓		
3.15	WING NUT STYLE MOUNTED GRILLE	✓		
3.16	16" FVG AIR CLEANER HORIZONTAL MOUNTED	✓		
3.17	EXHAUST VERTICAL LH	✓		
3.18	CURVED TIP STANDPIPE(S)	✓		
<b>4 - POWERTRAIN/TRANSMISSION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
4.1	ALLISON 4500 RDSP HD GEN 5 - TRANSMISSION SHALL BE FULLY AUTOMATIC	✓		
4.2	ALLISON SIX SPEED CONFIGURATION, WIDE RATIO GEARS	✓		
4.3	1810 HD DRIVELINE, 1 MIDSHIP BEARING	✓		
4.4	CONSOLE MOUNTED PUSH BUTTON SHIFTER	✓		
4.5	ALLISON RDS AUTO NEUTRAL AK	✓		
4.6	ALLISON LOAD BASED SHIFT SCHEDULE (LBSS)	✓		
4.7	CONSOLE MOUNTED PUSH BUTTON SHIFTER	✓		
<b>5 - FRAME AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
5.1	SHALL HAVE 10-3/4" STEEL RAILS, WITH 3/8" RAIL THICKNESS, AND FULL STEEL INNER LINER	✓		
5.2	SHALL HAVE 2,136,000 RBM; WITH A YIELD STRENGTH: 120,000 PSI	✓		
5.3	SHALL BE EQUIPPED WITH (2) FRONT SOLID MOUNT CABLE HOOKS.	✓		
5.4	FEPTO PROVISION 9INCH BUMPER EXTENSION; TO INCLUDE A 1350 SERIES FRONT DRIVE PTO ATTACHMENT PROVISION, RADIATOR WITH PTO CUT-OUT IN GRILLE, RADIATOR PROTECTION SLEEVE AND BUMPER EXTENSION	✓		
5.5	EOF SQUARE WITH STEEL XMBR	✓		
<b>6 - FRONT AXLE AND EQUIPMENT :</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

6.1	SHALL BE EQUIPPED WITH DANA SPICER D2000F, 20,000 LBS, 3.5 INCH DROP	✓		
6.2	SHALL BE EQUIPPED WITH, TAPER LEAF SPRINGS, WITH HEAVY RESISTANCE SHOCKS 20,000 LBS	✓		
6.3	SHALL BE EQUIPPED WITH POWER STEERING	✓		
6.4	SHALL BE EQUIPPED WITH BENDIX AIR CAM FRONT DRUM BRAKES 16.5X6 RATED UP TO 22,000LB STEER AXLES	✓		
6.5	PHP10 IRON PRESET PLUS HUBS	✓		
6.6	5INCH DROP IPO STD. 3.5INCH, FRONT AXLE	✓		
<b>7 – REAR AXLE AND EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
7.1	SHALL BE EQUIPPED WITH DANA SPICER D46-170; 46,000 LBS REARS	✓		
7.2	SHALL BE EQUIPPED WITH DIFFERENTIAL LOCKS BOTH AXLES	✓		
7.3	SHALL BE EQUIPPED WITH, RATIO 5.25 REAR AXLE	✓		
7.4	PHP10 IRON PRESET PLUS HUBS	✓		
7.5	LONG STROKE PARKING BRAKES, DRIVE AXLE(S)	✓		
7.6	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES	✓		
7.7	REAR BRAKE CAMSHAFT REINFORCEMENT	✓		
7.8	SBM VALVE	✓		
7.9	ANTI-LOCK BRAKING SYSTEM (ABS)	✓		
7.10	SYNTHETIC AXLE LUBRICANT – ALL AXLES	✓		
7.11	BENDIX AIR CAM REAR DRUM BRAKES 16.5X8.6	✓		
7.12	HENDRICKSON HUALMAAX HMX 460 46,000LB, 54INCH AXLE	✓		
7.13	SHOCK ABSORBERS FOR HMX SUSPENSION	✓		
<b>8 – TIRES AND WHEELS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

8.1	FRONT TIRE 20PLY 315/80R22.5	✓		
8.2	REAR TIRES 16PLY 11R22.5	✓		
8.3	FRONT RIMS ALUMINUM	✓		
8.4	REAR RIMS STEEL	✓		
<b>9 - BATTERY BOX , BUMPER AND ELECTRIC EQUIPMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
9.1	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH UNDER CAB	✓		
9.2	BUMPER – ALUMINUM STAINLESS STEEL CLAD CHANNEL WITH TWO TOW PINS	✓		
<b>10 - FUEL TANKS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
10.1	23" ALUMINUM 70 GAL.	✓		
10.2	LOCATION RH BOC REAR-MOST 70 GALLON	✓		
10.3	FUEL COOLER	✓		
10.4	TOP OF FUEL TANK 5" BELOW TOP OF FRAME	✓		
10.5	DEF TANK MOUNTED LH BOC	✓		
10.6	DEF TANK 320	✓		
<b>11 – AIR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
11.1	SHALL HAVE A BENDIX AD-IS EP AIR DRYER WITH HEATER	✓		
11.2	BERG PULL CORD DRAIN VALVE(S) – ALL AIR TANKS	✓		
11.3	NYLON CHASSIS HOSE	✓		
11.4	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – LH BOC	✓		
11.5	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS – RH BOC	✓		
<b>12 – CAPACITY:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

12.1	THE PACKER BODY SHALL HAVE A CAPACITY, EXCLUDING THE HOPPER, OF NOT LESS THAN: 28 YD <sup>3</sup> (BUSTLE GATE)	✓		
12.2	THE HOPPER SHALL HAVE A CAPACITY OF TWELVE (12) CUBIC YARDS.	✓		
12.3	THE STRUCTURAL INTEGRITY OF THE BODY SHALL ALLOW HIGH DENSITY LOADING OF UP TO 1,000 POUNDS PER CUBIC YARD OF NORMAL REFUSE.	✓		
<b>13 – BODY DIMENSIONS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
13.1	BODY LENGTH INCLUDING 52" CAB SHALL NOT EXCEED THE FOLLOWING: 28 YD <sup>3</sup> -352"	✓		
13.2	MAXIMUM OVERALL LENGTH OF THE BODY, TAILGATE AND LOADER ASSEMBLY ON THE DOWN POSITION WITH FORKS HORIZONTAL COMBINED SHALL NOT EXCEED THE FOLLOWING: 28 YD <sup>3</sup> - 453"	✓		
13.3	MAXIMUM OVERALL LENGTH OF THE BODY, TAILGATE AND LOADER ASSEMBLY ON THE DOWN POSITION WITH FORKS TUCKED COMBINED SHALL NOT EXCEED THE FOLLOWING: 28 YD <sup>3</sup> - 415"	✓		
13.4	MAXIMUM OUTSIDE BODY WIDTH SHALL BE 96".	✓		
13.5	THE MAXIMUM INSIDE BODY WIDTH SHALL BE 88".	✓		
13.6	THE MAXIMUM INSIDE BODY HEIGHT SHALL BE 87 1/2".	✓		
13.7	THE MAXIMUM OUTSIDE BODY HEIGHT ABOVE CHASSIS RAIL, ARMS DOWN SHALL BE 107".	✓		
13.8	THE MAXIMUM OUTSIDE BODY HEIGHT ABOVE CHASSIS RAIL, ARMS UP WITH FULL TUCK FORKS SHALL BE 120".	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
13.9	HEIGHT ABOVE FRAME WITH TAILGATE RAISED INCLUDING REAR UNDERRIDE GUARD IS 199"	✓		

13.10	HOPPER WIDTH (BOTTOM), ABOVE GUIDE TRACKS, MUST BE NO LESS THAN 80".	✓		
13.11	HOPPER WIDTH (TOP) SHALL BE A MINIMUM OF 81".	✓		
13.12	HOPPER LENGTH AT ROOF SHALL BE 94".	✓		
13.13	HOPPER DEPTH SHALL BE A MINIMUM OF 91".	✓		
<b>14 - BODY CONSTRUCTION:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
14.1	PACKER BODY WILL HAVE FLAT HOPPER AND BODY FLOOR WITH CURVED ROOF AND BODY SIDES AND OF OVERHEAD LOADING DESIGN. HOPPER WILL BE DESIGNED TO PROPERLY HANDLE CONTAINERS FROM 1-10 CUBIC YARD CAPACITY ALL MATERIALS SHALL BE STEEL UNLESS OTHERWISE SPECIFIED.	✓		
14.2	BODY ROOF SHALL BE MINIMUM 8 GA., 80,000 PSI MINIMUM YIELD HI-TENSILE STEEL SHEET FULLY WELDED TO A FULL LENGTH	✓		
<b>15 - SIDE WALLS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
15.1	LOWER HOPPER SIDES – MINIMUM 3/16" AR400 ABRASION RESISTANT PLAT STEEL WITH TYPICAL 184,000 PSI TENSILE STRENGTH AND 145,000 PSI TYPICAL YIELD STRENGTH.	✓		
15.2	UPPER HOPPER SIDES – MINIMUM 8 GAUGE HIGH TENSILE STEEL SHEET, 80,000 PSI MINIMUM YIELD.	✓		
15.3	BODY SIDES – MINIMUM 8 GAUGE HIGH TENSILE STEEL SHEET, 80,000 PSI MINIMUM YIELD.	✓		
<b>16- FLOOR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
16.1	HOPPER FLOOR – MINIMUM 1/4" AR400 ABRASION RESISTANT PLAT STEEL WITH TYPICAL 184,000 PSI TENSILE STRENGTH AND 145,000 PSI TYPICAL YIELD STRENGTH.	✓		

16.2	BODY FLOOR – MINIMUM 1/4" AR400 ABRASION RESISTANT PLAT STEEL WITH TYPICAL 184,000 PSI TENSILE STRENGTH AND 145,000 PSI TYPICAL YIELD STRENGTH.	✓		
<b>17 - ROOF AND SIDE REINFORCEMENTS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
17.1	UPPER LONGITUDINAL CORNER BRACE SHALL BE 11 GAUGE 80,000 PSI MINIMUM YIELD 4" X 6" DEEP FORMED CHANNEL FULLY WELDED TO THE ROOF AND BODY SIDE SHEETS.	✓		
17.2	LOWER LONGITUDINAL CORNER BRACE SHALL BE 11 GAUGE 80,000 PSI MINIMUM YIELD 4" X 16" DEEP FORMED CHANNEL FULLY WELDED TO THE BODY SIDE SHEETS.	✓		
17.3	FORWARD VERTICAL BODY SIDE BOLSTER SHALL BE 3/16", 80,000 PSI MINIMUM YIELD 6.72" X 7" DEEP FORMED CHANNEL CONFORMING TO THE CURVED BODY SIDES AND FULLY WELDED TO THE BODY SIDES.	✓		
17.4	REAR VERTICAL BODY SIDE BOLSTER SHALL BE 3/16", 80,000 PSI MINIMUM YIELD 6.7" X 5" DEEP FORMED CHANNEL CONFORMING TO THE CURVED BODY SIDES AND FULLY WELDED TO THE BODY SIDES	✓		
<b>18 – HOPPER SIDE REINFORCEMENTS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
18.1	THE BOTTOM SIDE BRACE SHALL BE 7 GAUGE FORMED 6" X 2" CHANNEL, 50,000 PSI MINIMUM YIELD.	✓		
18.2	LOWER AND INTERMEDIATE SIDE BRACING – MINIMUM OF FIVE (5) 11 GAUGE 80,000 PSI MINIMUM YIELD 7-1/4" X 1-1/2" FORMED ANGLES OF LAP CONSTRUCTION.	✓		
18.3	ALL EXTERNAL WELDS OF HOPPER SIDE BRACING SHALL BE CONTINUOUS FULL SEAM.	✓		
<b>19 – FLOOR REINFORCEMENT:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
19.1	CROSS MEMBERS SHALL BE 7 GAUGE 80,000 PSI MINIMUM YIELD, 6" X 3" FORMED CHANNEL. MEMBERS SHALL BE SPACED ON APPROXIMATELY 21-1/2" CENTERS IN LOW COMPACTION ZONE AND 17-1/4" CENTERS IN HIGH COMPACTION ZONE. CROSS MEMBERS SHALL BE FULL WIDTH, SINGLE PIECE CONSTRUCTION.	✓		

19.2	CROSS MEMBERS SHALL INTERLACE WITH BODY LONGITUDINALS TO FULLY SUPPORT THE FLOOR.	✓		
19.3	BODY LONGITUDINALS (LONG MEMBERS) - SHALL BE MINIMUM OF 7 GAUGE 80,000 PSI MINIMUM YIELD FORMED BOX SECTION	✓		
19.4	SIDE ACCESS DOOR - THE SIDE ACCESS DOOR SHALL BE LOCATED AT THE FRONT STREET SIDE OF THE BODY WITH MINIMUM OPENING OF 27" X 29-1/2" (796.5 IN <sup>2</sup> ). STEPS AND GRAB HANDLES SHALL BE PROVIDED FOR EASE OF ENTRY. AN ELECTRICAL INTERLOCK SHALL BE PROVIDED TO DISABLE THE PUMP WHENEVER THE SIDE DOOR IS OPEN.	✓		
19.5	ROOF ACCESS LADDER - A LADDER SHALL BE PROVIDED ON THE REAR OF THE TAILGATE FOR ACCESS TO THE BODY ROOF. STEPS MUST BE OF "NON-SLIP" MATERIAL.	✓		
<b>20 – SLIDING TOP DOOR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
20.1	A HYDRAULICALLY ACTUATED SLIDING TOP DOOR WILL BE PROVIDED TO COVER THE HOPPER FOR TRAVELING TO THE DISCHARGE SITE.	✓		
20.2	THE TOP DOOR CYLINDER SHALL BE DOUBLE ACTING AND HAVE A MINIMUM 2-1/2" BORE X 90" STROKE WITH A 1-1/2" DIAMETER CHROME PLATED ROD.	✓		
20.3	AN IN-CAB MOUNTED LIGHT WILL BE PROVIDED TO INDICATE WHEN THE TOP DOOR IS NOT FULLY OPEN.	✓		
20.4	HOPPER SUMP - A 32 GALLON HOPPER LIQUID SUMP WITH A 14" X 5.5" DOOR EACH SIDE OF THE HOPPER WILL BE PROVIDED FOR EASE OF CLEAN OUT.	✓		
20.5	HOPPER SUMP DRAIN – A 3" SUMP DRAIN VALVE LOCATED ON THE STREETSIDE AND CURBSIDE SHALL BE PROVIDED FOR THE REMOVAL OF LIQUID WASTE FROM THE HOPPER SUMP	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
20.6	FRONT HEAD CLOSURE - A 51" X 79" FRONT HEAD CLOSURE SCREEN MADE OF EXPANDED METAL SHALL BE PROVIDED TO PREVENT LOOSE DEBRIS FROM ENTERING THE AREA IN FRONT OF THE PACKER AND TO PREVENT UNAUTHORIZED ENTRY BY NON-SERVICE PERSONNEL.	✓		

20.7	THE BODY SHALL BE EQUIPPED WITH A REAR HINGE STYLE TO ALLOW FOR THE MANUAL RAISING OF THE BODY FOR SERVICEABILITY. TWO (2) INTER-CONNECTED TUBULAR ALUMINUM BODY PROPS WILL BE PROVIDED TO HOLD THE EMPTY BODY IN A PARTIALLY RAISED POSITION FOR SERVICING THE UNIT. WHEN THE PROPS ARE RELEASED AND THE BODY IS RAISED THE PROPS AUTOMATICALLY POSITION THEMSELVES IN THE SUPPORT POCKETS. THE PROPS WILL HAVE A 2" THROUGH SHAFT HINGE AND WILL BE SECURED UNDER THE BODY BY A POSITIVE TYPE CHAIN LOCK	✓		
20.8	A PLASTIC SHOVEL AND BRACKET SHALL BE MOUNTED TO THE REAR OF THE PACKING BLADE FOR THE SUMP AREA CLEANOUT.	✓		
<b>21 – PACKING MECHANISM:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
21.1	A HYDRAULICALLY ACTUATED PACKER TRAVERSING A MINIMUM OF 83-1/2", FROM THE FRONT HEAD, SHALL CLEAR THE HOPPER OF MATERIAL WITH A MAXIMUM CYCLE TIME OF TWENTY-SIX (26) SECONDS.	✓		
21.2	THE LOWER PACKING PANEL FACE WILL BE A MINIMUM 3/16" AR400 184,000 PSI MINIMUM YIELD, ABRASION RESISTANT STEEL PLATE. THE UPPER VERTICAL FACE WILL BE A MINIMUM 7 GAUGE, 80,000 PSI MINIMUM YIELD. THE PACKER WILL BE REINFORCED WITH A COMBINATION OF STRUCTURAL MEMBERS FOR MAXIMUM RIGIDITY.	✓		
21.3	A HYDRAULICALLY ACTUATED PACKER TRAVERSING A MINIMUM OF 83-1/2", FROM THE FRONT HEAD, SHALL CLEAR THE HOPPER OF MATERIAL WITH A MAXIMUM CYCLE TIME OF TWENTY-SIX (26) SECONDS.	✓		
<b>22 – PACKING MECHANISM GUIDE RAILS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
22.1	THE HOPPER ZONE PACKER GUIDE RAILS (2) IN THE SIDE OF THE BODY SHALL BE COMPRISED OF 3/8" 50,000 PSI MINIMUM YIELD STRUCTURAL ANGLE WELDED TO 3-1/2" X 1/4" ASTM A500 GRADE B STRUCTURAL TUBING ON EACH SIDE OF BODY. THE STRUCTURAL TUBING SHALL BE OF A CONTINUOUS PIECE THE FULL INTERIOR LENGTH OF THE HOPPER, 128" LONG	✓		

22.2	ABRASION RESISTANT WEAR BARS, 145,000 PSI MINIMUM YIELD X 400 BHN, SHALL BE CLAD TO THE HOPPER ZONE GUIDE RAILS, EACH SIDE, IN THE FOLLOWING MANNER:	✓		
22.3	BOTTOM HORIZONTAL TRACK WEAR BAR SHALL BE 1/4" THICK X 3-1/2" WIDE AND LOCATED 3-1/2" ABOVE FLOOR AT CORNER.	✓		
22.4	TOP HORIZONTAL TRACK WEAR BAR SHALL BE 1/4" THICK X 2-1/2" WIDE.	✓		
22.5	OUTER VERTICAL TRACK WEAR BAR SHALL BE 1/4" THICK X 2-1/2" WIDE.	✓		
22.6	THE EJECTION ZONE GUIDE RAILS SHALL BE 3/8" 50,000 PSI MINIMUM YIELD STRUCTURAL ANGLE WELDED TO THE FULL LENGTH 3-1/2" X 3-1/2" X 3/16" ASTM A500 GRADE B STRUCTURAL TUBE. A 1/4" X 2-1/2" H.R.S. WEAR BAR SHALL BE WELDED TO THE VERTICAL AND UNDERSIDES SURFACE OF THE GUIDE RAIL ASSEMBLY. THE TOP WEAR SURFACE SHALL BE CLAD WITH 1/4" X 3-1/2" H.R.S. STEEL.	✓		
22.7	THE PACKER PANEL SHALL BE GUIDED ON EACH SIDE OF THE BODY WITH 3" X 6" X 1/4" ASTM A500 GRADE B STRUCTURAL TUBING CLAD WITH 145,000 PSI MINIMUM YIELD ABRASION RESISTANT WEAR BARS IN THE FOLLOWING MANNER:	✓		
22.8	BOTTOM HORIZONTAL PACKER PANEL WEAR BAR SHALL BE 3/8" THICK X 3" WIDE X 41" LONG.	✓		
22.9	TOP HORIZONTAL PACKER PANEL WEAR BAR SHALL BE 1/4" THICK X 3" WIDE X 41" LONG.	✓		
22.10	TWO (2) VERTICAL PACKER PANEL WEAR BARS, LOCATED BELOW THE STRUCTURAL TUBING, SHALL BE 1/4" THICK X 2" WIDE X 18" LONG.	✓		
<b>23 – BOLT-ON LUGS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
23.1	THE PACKER PANEL SHALL BE PROVIDED WITH BOLT-ON LUGS FOR EACH OF THE TWO (2) PACKING CYLINDERS. THE CYLINDERS SHALL BE ATTACHED TO THE PACKER PANEL LUGS VIA TWO INCH (2") DIAMETER PINS. CYLINDER REMOVAL MAY BE ACCOMPLISHED BY EITHER PULLING THE PINS OR BY REMOVING THE ENTIRE BOLT-ON LUGS. THE LUGS SHALL BE ATTACHED TO THE PACKING PANEL WITH SIX (6) 3/4" DIAMETER BOLTS FOR EACH LUG ASSEMBLY.	✓		
23.2	THE BODY FRONT HEAD SHALL ALSO BE PROVIDED WITH BOLT-ON LUGS FOR PACKING CYLINDERS. THE LUGS SHALL RETAIN CYLINDER PINS WITH FOUR (4) 3/4" DIAMETER BOLTS.	✓		

<b>24 - PACKER CYLINDERS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
24.1	THE PACKER WILL BE HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING TELESCOPIC CYLINDERS WITH 5-1/2" BORE	✓		
24.2	PACKER CYLINDERS SHALL HAVE SPHERICAL BEARINGS ON BOTH ENDS.	✓		
24.3	THE PACKER CYLINDER GREASE ZERKS THAT ARE LOCATED ON THE ROD AND BASE END SHALL BE EQUIPPED WITH A REMOTE LUBE SYSTEM THAT IS ACCESSIBLE FROM THE GROUND	✓		
24.4	PACKING FORCE – MINIMUM CYLINDER COMPACTION FORCE SHALL BE 105,000 POUNDS.	✓		
<b>25 - BUSTILE TAILGATE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
25.1	TAILGATE MUST BE ONE PIECE; TOP HINGED AND SHALL OPEN APPROXIMATELY 4° ABOVE HORIZONTAL.	✓		
25.2	TAILGATE BACK SHEETS SHALL BE CONSTRUCTED OF A MINIMUM 10 GAUGE, 80,000 PSI MINIMUM YIELD STEEL.	✓		
25.3	TAILGATE SIDE SHEETS SHALL BE CONSTRUCTED OF A MINIMUM 11 GAUGE, 80,000 PSI MINIMUM YIELD STEEL.	✓		
25.4	THE TAILGATE SHALL BE REINFORCED BY A MINIMUM 1/4" 80,000 PSI MINIMUM YIELD, HORIZONTAL BOXED BRACES.	✓		
25.5	THE TAILGATE WILL BE SECURED TO THE BODY BY TWO (2) SETS OF HINGES WITH 2" HINGE PINS AT THE ROOF LINE.	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
25.6	A HEAVY DUTY REAR DOOR POSITIVE SEAL OF RUBBERIZED GASKET MATERIAL WILL BE INSTALLED THE FULL LENGTH OF THE BOTTOM AND 68" UP THE SIDES OF THE TAILGATE TO PREVENT LEAKAGE.	✓		
25.7	THE TAILGATE SHALL BE SECURED IN THE CLOSED POSITION BY MEANS OF A FULLY AUTOMATIC LATCHING MECHANISM ACTUATED BY A SEPARATE CONTROL IN THE CAB.	✓		
<b>26 – HYDRAULIC TAILGATE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

26.1	THE TAILGATE SHALL BE RAISED AND LOWERED HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING CYLINDERS WITH A MINIMUM BORE OF 3" X 28-1/4" STROKE WITH 1-1/2" DIAMETER HARDENED CHROME PLATED ROD. CYLINDER DESIGN SHALL ALSO INCLUDE AN ORIFICE FITTING IN THE BASE PORT WHICH WILL PREVENT THE RAPID DESCENT OF THE TAILGATE IN THE EVENT OF A HYDRAULIC FAILURE.	✓		
26.2	THE TAILGATE SHALL BE LOCKED BY TWO (2) LOCK CYLINDERS WITH A MINIMUM BORE OF 3" X 3-5/8" STROKE WITH 1-1/2" DIAMETER HARDENED CHROME PLATED ROD. LOCK AND TAILGATE RAISE CYLINDERS SHALL BE ACTUATED BY SEPARATE CONTROLS IN THE CAB.	✓		
26.3	ALL LIGHTS WILL BE RECESSED INTO THE TAILGATE WITH THE LENS FLUSH WITH THE OUTER SKIN. CLEARANCE, BACKUP AND DIRECTIONAL LIGHTS SHALL BE A LEXAN LENS, SHOCK MOUNTED IN A PROTECTIVE HOUSING. THE WHOLE UNIT WILL BE "POP-OUT" AND REPLACEABLE. ALL VEHICLES WILL MEET FMVSS #108 AND STATE LIGHTING AND REFLECTOR REQUIREMENTS.	✓		
26.4	AN IN-CAB LIGHT AND AUDIBLE ALARM WILL BE PROVIDED TO INDICATE THAT THE TAILGATE IS NOT FULLY CLOSED. A MECHANICAL FLAG DEVICE MUST BE INCLUDED TO INDICATE THAT THE TAILGATE IS LOCKED.	✓		
<b>27 – LIFT ARMS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
27.1	THE LIFT ARMS WILL BE 3" X 8" BOX REINFORCED TYPE CONSTRUCTION RATED AND CAPABLE OF LIFTING 8,000 POUND GROSS CONTAINER AND PAYLOAD.	✓		
27.2	LIFT ARMS SHALL BE CAPABLE OF LIFTING LOADED CONTAINERS FROM A TRUCK DOCK WITH 10' MAXIMUM POCKET HEIGHT.	✓		
27.3	LIFT ARM CYCLE TIME WILL BE APPROXIMATELY 18-20 SECONDS.	✓		
27.4	PICK-UP, DUMP, AND DISENGAGEMENT WILL BE DONE WITHOUT THE NEED FOR ASSISTANCE AND WITHOUT THE DRIVER LEAVING THE CAB.	✓		
27.5	THE LIFT ARMS, DURING THE DUMP CYCLE MUST NOT OBSTRUCT OR INTERFERE WITH THE OPENING OF THE TRUCK CAB DOORS ON EITHER SIDE	✓		

27.6	THE TWO (2) 3" X 8" RIGIDLY CONSTRUCTED LIFT ARMS WILL BE HELD TIGHT TO THE TORQUE TUBE USING 4" THICK ASTM A-487, 60,000 PSI YIELD CAST STEEL CLAMPING DEVICES, AND SECURED USING TWO (2) 7/8" GRADE 8 BOLTS AND LOCK NUTS ON EACH SIDE.	✓		
27.7	THE ARM TORQUE TUBE WILL BE MOUNTED IN THREE (3) SPLIT BEARING BLOCKS WITH THREE (3) REPLACEABLE SPLIT BRONZE BUSHINGS WITH GREASE PROVISIONS. THE SPLIT BEARING BLOCKS WILL BE RIGIDLY WELDED TO THE LOWER FRONT OF THE BODY.	✓		
<b>28 – LIFT ARM HYDRAULICS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
28.1	THE LIFT ARMS WILL BE HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING CYLINDERS 4-1/2" BORE X 41-1/2" STROKE WITH A 2-1/2" DIAMETER INDUCTION HARDENED AND CHROME PLATED ROD.	✓		
28.2	THE CYLINDERS WILL BE LOCATED OUTSIDE THE BODY AT THE BODY FLOOR LEVEL AND DIRECTLY ATTACHED TO THE LIFT ARMS.	✓		
<b>29 – CONTAINER FORKS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
29.1	TWO (2) 1-1/2" X 51" GRIP HIGH TENSILE, 50,000 PSI MINIMUM YIELD FORKS SHALL BE WELDED TO A 4-1/2' O.D. X 3/8" WALL C-1018 SEAMLESS TUBING FORK CROSS SHAFT ASSEMBLY. THIS ASSEMBLY SHALL INCLUDE RUBBER BUMPERS TO REDUCE IMPACT AND PREVENT DAMAGE TO CONTAINERS.	✓		
		<b>YES</b>	<b>NO</b>	<b>Exception</b>
29.2	FORK CROSS SHAFT ASSEMBLY SHALL BE ATTACHED TO THE ARMS WITH TWO (2) SPLIT BEARING BLOCKS WITH REPLACEABLE SPLIT BRONZE BUSHINGS FITTED WITH GREASE PROVISIONS.	✓		
29.3	FORK HYDRAULICS - THE FORKS WILL BE HYDRAULICALLY ACTUATED BY TWO (2) DOUBLE ACTING CYLINDERS, 4" BORE X 25" STROKE WITH A 2" DIAMETER INDUCTION HARDENED AND CHROME PLATED ROD.	✓		
29.4	FORKS SHALL BE DESIGNED TO PROVIDE THE NECESSARY DUMP ANGLE TO ASSURE COMPLETE DISCHARGE OF MATERIALS FROM THE REFUSE CONTAINERS.	✓		
29.5	LIFT ARMS SHALL BE BROUGHT TO A SMOOTH STOP IN THE RAISED AND LOWERED POSITION BY USE OF CUSHIONED HYDRAULIC ARM CYLINDERS.	✓		
29.6	HEAVY DUTY BOLT-ON HARD RUBBER ARMS STOPS LOCATED AT THE SIDE OF THE BODY WILL CUSHION AND PREVENT OVER TRAVEL OF THE LIFT ARMS.	✓		

29.7	MAXIMUM HEIGHT WITH THE LIFT ARMS RAISED IN THE FULL UP AND FORKS FULLY TUCKED POSITION WILL BE 13'6" (BASED ON A CHASSIS RAIL HEIGHT OF 42").	✓		
29.8	AN IN-CAB MOUNTED WARNING LIGHT WILL BE PROVIDED TO INDICATE WHEN ANY PART OF THE ARMS ARE RAISED ABOVE THE BODY.	✓		
<b>30 – HYDRAULICS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
30.1	THE MAXIMUM OPERATING PRESSURE OF THE SYSTEM WILL BE 2500 PSI.	✓		
30.2	THE HYDRAULIC PUMP SHALL BE A FRONT ENGINE, CRANK DRIVEN, DENISON SINGLE VANE PUMP WITH ELECTRONIC OVER-SPEED CONTROL. THE PACKER PANEL OPERATION SHALL BE LIMITED TO A FLOW 52 GPM @ 1500 RPM IN NEUTRAL OR FOOT ON BRAKE. PUMP SHALL COMPLY WITH SPECIFICATION 219-2303 OR EQUAL.	✓		
30.3	PUMP-TO-BODY HARD PLUMBING SHALL BE PROVIDED AND SHALL BE SECURELY SUPPORTED AND CLAMPED TO PREVENT VIBRATION, ABRASION, AND EXCESSIVE NOISE. FLEX HOSES SHALL BE PROVIDED AT EACH END OF THE HARD PLUMBING TO PROVIDE ADEQUATE FLEXURE TO PREVENT HYDRAULIC LEAKS.	✓		
<b>31 – HYDRAULIC HOSES:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
31.1	ALL HYDRAULIC HOSES SHALL CONFORM TO S.A.E STANDARDS FOR DESIGNED PRESSURE. BENDS SHALL NOT BE MORE THAN RECOMMENDED BY S.A.E. STANDARDS. FLAT SPOTS IN HOSES WILL NOT BE ACCEPTABLE.	✓		
31.2	ALL PRESSURE HOSES SHALL BE PROTECTED WITH FABRIC GUARD	✓		
<b>32 – HYDRAULIC OIL RESERVOIR:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
32.1	THE HYDRAULIC OIL RESERVOIR SHALL HAVE A GROSS CAPACITY OF 47 GALLONS FILLED WITH 41 GALLONS OF HYDRAULIC FLUID.	✓		
32.2	THE TANK SHALL BE COMPLETE WITH A SCREENED FILL PIPE AND CAP, FILTER BREATHER, CLEAN OUT COVER, SHUT OFF VALVE, OIL LEVEL SIGHT, AND TEMPERATURE GAUGE	✓		
32.3	THE HYDRAULIC SYSTEM SHALL BE PROTECTED BY A THREE (3) MICRON, IN TANK, RETURN LINE FILTER ALONG WITH A 100 MESH (140 MICRON) REUSABLE OIL STRAINER IN THE SUCTION LINE.	✓		
32.4	THE RETURN LINE FILTER SHALL ALSO INCLUDE AN IN-CAB FILTER BY-PASS MONITOR WHICH SHALL ALERT THE OPERATOR OR SERVICE PERSONNEL WHEN THE FILTER IS NEED OF REPLACEMENT.	✓		

32.5	A HYDRAULIC PUMP SHUT DOWN SYSTEM SHALL ALSO BE INCLUDED WHICH SHALL PROHIBIT PROLONGED OPERATION OF THE HYDRAULICS WHEN THE FILTER IS IN THE BYPASS MODE.	✓		
32.6	THE HYDRAULIC CIRCUIT SHALL CONSIST OF (2) CONTROLLING VALVES. THE PACKING, ARMS RAISE/LOWER, AND THE FORK VALVE SECTIONS WILL BE LOCATED UNDER THE MID BODY ON THE STREETSIDE OF THE UNIT. THIS VALVE WILL BE PROTECTED WITH A STEEL COVER TO PREVENT CONTAMINATION AND DAMAGE. THIS VALVE ASSEMBLY SHALL CONSIST OF A RELIEF TO PREVENT OVERLOAD DAMAGE TO THE BODY. THE TAILGATE CYLINDERS, TOP DOOR CYLINDERS, AND THE TAILGATE LOCK CYLINDERS SHALL BE CONTROLLED BY A VALVE LOCATED ON THE STREETSIDE REAR BODY SIDE SKIRT. THIS VALVE SHALL BE AN ELECTRIC OVER HYDRAULIC VALVE WITH IN CAB CONTROLS TO PREVENT THE OPERATOR FROM EXITING THE CAB TO OPERATE. THIS VALVE SHALL ALSO BE PROTECTED BY WITH A STEEL COVER. THESE VALES SHALL HAVE A MINIMUM CAPACITY OF 50 GPM @ 2500 PSI AND DESIGNED TO PROPERLY OPERATE ALL THE HYDRAULIC COMPONENTS. HYDRAULIC VALVES LOCATED BEHIND THE CAB NEAR HIGH-TEMPERATURE ENGINE EXHAUSTS ARE NOT ACCEPTABLE DUE TO THE DIFFICULTY OF SERVICING AND THE POTENTIAL RISK TO HYDRAULIC COMPONENTS DUE TO EXCESSIVE ENGINE TEMPERATURES.	✓		
<b>33 – CONTROLS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
33.1	ARM, FORK, PACKER, TOP DOOR, TAILGATE RAISE, AND TAILGATE LOCK CONTROLS SHALL BE PROVIDED. ARM AND FORK MOVEMENT SHALL BE ACCOMPLISHED BY AN AIR OVER HYDRAULIC, SELF-CENTERING JOYSTICK THAT RETURNS TO THE NEUTRAL POSITION WHEN RELEASED. AN ARM REST SHALL BE PROVIDED FOR OPERATOR COMFORT. PACKER, TOP DOOR, TAILGATE RAISE, AND TAILGATE LOCK CONTROLS SHALL BE AIR TOGGLE TYPE. ALL CONTROLS SHALL BE LOCATED INSIDE THE CAB WITHIN EASY ACCESS TO THE DRIVER. A SEPARATE IN-CAB CONTROL SHALL BE PROVIDED FOR TAILGATE LOCK FUNCTION.	✓		
33.2	ALL CONTROLS SHALL BE PROPERLY LABELED AND INDICATE THE DIRECTION OF TRAVEL (I.E., ARMS UP, ARMS DOWN, ETC.) WITH WARNING LIGHTS TO INDICATE "TAILGATE OPEN", "TOP DOOR CLOSED", "ARMS ABOVE TRANSIT POSITION", "LOW OIL", "ARM AND FORK OVERHEIGHT"	✓		
<b>34 - ELECTRICAL:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
34.1	A MOBILE CONTROLLER WITH CONTROL CENTER AND DISPLAY SHALL BE PROVIDED IN THE CAB TO MONITOR SYSTEM FUNCTIONS AND OPERATION OF THE TRUCK. THIS CONTROLLER SHALL BE ABLE TO WITHSTAND THE VIBRATION, MOISTURE, DIRT INGRESS, AND CLIMATE VARIATIONS THAT ARE PRESENT IN THE CAB OF THE VEHICLE. THE CONTROLLER SHALL USE SOLID-STATE TECHNOLOGY WITH NO MECHANICAL RELAYS OR SWITCHES INSIDE THE CONTROLLER. THIS CONTROLLER SHALL USE IEC 61131-3 SOFTWARE	✓		

	AND WILL HAVE SAE J1939 BUILT INTO THE CONTROLLER FOR COMMUNICATION TO THE VEHICLE POWERTRAIN. THE MOBILE CONTROLLER SHALL BE INSTALLED INSIDE THE TRUCK CAB AND SHALL DISPLAY SELF-DIAGNOSING ERROR CODES IN READABLE TEXT FORMAT WHICH IDENTIFY THE POTENTIAL TROUBLE SOURCE. BOTH AUDIO AND TEXT ALERTS MUST BE MADE AVAILABLE TO AID IN LOCATING TROUBLE SOURCE.	✓		
34.2	ALL ELECTRICAL WIRING CONNECTORS TO BE AUTOMOTIVE DOUBLE-SEAL, WITH WIRING IN SPLIT CONVOLUTED LOOM. ALL WIRING CONNECTIONS TO BE SOLDERED WITH RUBBER MOLDED COVERING OR CRIMP TYPE CONNECTORS WITH SHRINK WRAP. UNPROTECTED WIRING IN ANY APPLICATION IS UNACCEPTABLE.	✓		
34.3	ALL SWITCHES NOT MANUALLY OPERATED SHALL BE PROXIMITY IN TYPE. MECHANICAL SWITCHES ARE NOT ACCEPTABLE	✓		
<b>35 - LIGHTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
35.1	CLEARANCE, BACK UP, AND DIRECTIONAL LIGHTS SHALL BE LEXAN LENS, SHOCK MOUNTED IN A PROTECTIVE HOUSING. THE ENTIRE UNIT SHALL BE FLUSH MOUNT, REPLACEABLE POP OUT STYLE.	✓		
35.2	ALL LIGHTS SHALL BE PROVIDED IN ACCORDANCE WITH FMVSS #108 AND ANSI 245.1-1999, PLUS MID BODY TURN SIGNALS ON EACH SIDE OF THE BODY AND A CENTER BRAKE LIGHT ON THE REAR.	✓		
35.3	A 360 DEGREE STROBE LIGHT SHALL BE PROVIDED ON THE LOWER MID SECTION OF THE TAILGATE.	✓		
35.4	A HOPPER LIGHT ILLUMINATING THE HOPPER AREA SHALL BE PROVIDED AND CONTROLLED BY AN ON/OFF SWITCH IN THE CAB	✓		
<b>36 — REAR UNDERRIDE AND TIRE GUARD:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
36.1	THE BODY SHALL BE EQUIPPED WITH A REAR UNDER-RIDE GUARD AS STANDARD EQUIPMENT TO MEET FEDERAL MOTOR CARRIER SAFETY REGULATION 49CFR393.86, TTMA RP NO. 41-02, AND SAE J682 OCT84.	✓		
<b>37 —LOAD DISCHARGE:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
37.1	LOAD DISCHARGE SHALL BE OF A "FULL EJECT" TYPE AND SHALL BE INTERLOCKED WITH THE REAR DOOR SO THAT IT HAS TO BE OPEN BEFORE THE PACKER PLATE CAN PASS THE ½ PACK POINT.	✓		
<b>38 - RESERVED:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>
		✓		

		YES	NO	PRICE
<b>39 - RESERVED:</b>		YES	NO	PRICE
<b>40 – WARNING ALARM:</b>		YES	NO	Exception
40.1	A WARNING ALARM SHALL BE PROVIDED THAT EMITS AN AUDIBLE, INTERMITTENT SIGNAL WHEN THE CHASSIS TRANSMISSION IS IN THE REVERSE POSITION OR WHEN THE REAR DOOR OF THE BODY IS NOT IN THE FULLY LOWERED POSITION.	✓		
<b>41 – REARVIEW CAMERA:</b>		YES	NO	Exception
41.1	COLOR REAR MOUNTED CAMERA AND CAB MOUNTED MONITOR, INTEC 6.8" NON-GLARE LCD W/250+ LINES RESOLUTION MONITOR, INDUSTRIAL COLOR CAMERA W/MIL SPEC. CONNECTORS OR EQUIVALENT.	✓		
<b>42 – BODY LIGHTS, WORKING LIGHTS AND WIRING:</b>		YES	NO	PRICING
42.1	THE BODY WILL HAVE (3) HOPPER/ WORK LIGHTS. ONE MOUNTED FACING FRONT OF EJECTOR BLADE AND (2) TWO MOUNTED ON EACH SIDE OF THE LIFT CARRIAGE / MAST.	✓		
42.2	ALL LIGHTING SHALL BE IN ACCORDANCE WITH FMVSS. THE LIGHT BAR ON THE LOWER SECTION OF THE DOOR INCLUDES TWO (2) STOP/TURN INDICATORS ON EACH SIDE AND ONE (1) BACKUP LAMP ON EACH SIDE.	✓		
42.3	A MID-BODY SIGNAL COMBINATION MARKER LAMP SHALL BE LOCATED ON EACH SIDE OF THE UNIT, MID-LOWER BODY.	✓		

42.4	<p>BODY MARKER LAMPS ARE LOCATED, ONE (1) IN FRONT AND ON THE TOP CORNER OF EACH SIDE (AMBER). REAR BODY MARKERS ARE LOCATED IN THE REAR DOOR FRAME, ONE (1) ON THE TOP AND ONE (1) ON THE BOTTOM. THERE SHALL ALSO BE A GROUPING ON THE OUTSIDE OF THE REAR DOOR, ONE (1) ON EACH SIDE AND THREE (3) IN THE CENTER.</p>	✓		
42.5	<p>AN ELECTRICAL BACK-UP ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE VEHICLE IS IN REVERSE. AN ELECTRICAL ALARM SHALL BE PROVIDED AND SHALL BE ACTIVATED WHEN THE REAR GATE IS AJAR. CIRCUIT BREAKERS, ABLE TO BE RESET, ARE UTILIZED FOR CIRCUIT PROTECTION ON PACKER SYSTEMS. ALL WIRING SHALL BE ENCLOSED IN THE BODY MEMBER OR SEALED PLASTIC LOON. ALL WIRING SHALL BE COLOR CODED.</p>	✓		
<b>43 – SAFETY LIGHTING:</b>				

	<ul style="list-style-type: none"> <li>❖ AMBER LED'S OR EQUAL MOUNTED ON CHASSIS FRONT GRILLE, SIDE AND REAR OF VEHICLE. ALL LENSES SHALL BE CLEAR. ✓</li> <li>❖ FRONT GRILLE - TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON FRONT GRILLE, OR EQUAL. ALL LENSES SHALL BE CLEAR. ✓</li> <li>❖ REAR – TWO WHELEN 700 SERIES AMBER LED'S, MOUNTED ON REAR OF REFUSE BODY, OR EQUAL. ALL LENSES SHALL BE CLEAR. ✓</li> <li>❖ SIDE BODY – TWO WHELEN 600 SERIES AMBER LED'S, OR EQUAL, MOUNTED BEHIND THE CAB ON THE REFUSE BODY APPROXIMATELY MID-SHIP. ✓</li> <li>❖ ALL LENSES SHALL BE CLEAR. ALL LED'S SHALL BE WIRED AND ACTUATED WHEN THE VEHICLE IS IN DRIVE POSITION. A SWITCH CONTROL SHALL BE MOUNTED IN THE CHASSIS CAB. ✓</li> </ul>			
<b>44 - CONTAINER WASH OUT SYSTEM:</b>		<b>YES</b>	<b>NO</b>	
44.1	AN 80 GALLON CAPACITY TANK WITH A HAND HELD SPRAYER SHALL BE PROVIDED IN ORDER TO ALLOW THE OPERATOR/DRIVER TO CLEAN CONTAINERS.	✓		
44.2	AN 80 GALLON CAPACITY TANK WITH A CAB-CONTROLLED SPRAYER MEANS SHALL BE PROVIDED IN ORDER TO ALLOW THE OPERATOR/DRIVER TO CLEAN CONTAINERS WHEN THE CONTAINERS IS IN THE DUMP POSITION ON THE CONTAINER HANDLING DEVICE.	✓		
<b>45 – PAINTING:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

45.1	FIRST STEP – SMOOTHING - ALL WELD SLAG, SPLATTER OR ROUGHNESS SHALL BE REMOVED WITH THE APPROPRIATE HAND TOOLS. NO SAND, SHOT OR GLASS AIR BLASTING SHALL BE PERMITTED TO ELIMINATE CONTAMINATION AND POSSIBLE DAMAGE TO BEARINGS OR PIN SURFACES AND POSSIBLE DISTORTION OF HIGHER GAUGE SHEET MATERIALS USED ON THE BODY.	✓		
45.2	SECOND STEP – PURGATION - A HEATED PRESSURE WASH SHALL DRENCH THE ENTIRE BODY WITH A SILICATED ALKALINE PHOSPHATE BASED PRECLEANER TO CLEAN ALL METAL SURFACES. THIS SOLUTION SHALL SOAK THROUGH AND BREAK DOWN THE OIL FILM AND OTHER CONTAMINANTS FOUND ON STEEL. THE SOLUTION SHALL BE NON-CORROSIVE TO METALS AND SHALL BE ENVIRONMENTALLY FRIENDLY.	✓		
45.3	THIRD STEP – PRE-TREATMENT – AN ORGANICALLY ACCELERATED PHOSPHORIC ACID BASED PRETREATMENT WILL BE APPLIED TO ALL METAL SURFACES. THIS STEP PROVIDES A CHEMICAL CONVERSION COATING WHICH CHANGES THE CHEMICAL AND PHYSICAL NATURE OF THE SURFACE BY PROVIDING A SURFACE THAT THE NEXT APPLICATION (PRIME) WILL ADHERE TO.	✓		
45.4	FOURTH STEP – SEALING - THE ENTIRE BODY SHALL BE COATED WITH AN APPLICATION OF THE PATENTED DRY-IN-PLACE SEAL FROM HENKEL SURFACE TECHNOLOGIES. THIS PROCESS SHALL DRAMATICALLY IMPROVE THE SURFACE FINISH'S RESISTANCE TO RUSTING THAT OCCURS FROM GENERAL WEAR AND TEAR, AND SHALL PROVIDE IMPROVEMENTS TO PAINT ADHESION AND OTHER RELATED CORROSION THAT OCCURS OVER THE LIFE OF THE PRODUCTS. THIS SHALL HELP RETAIN THE "AS NEW" APPEARANCE OF THE FACTORY PAINT SURFACE.	✓		
45.5	FIFTH STEP - PRIMER COAT PAINT - THE SEAL COAT SHALL BE PAINTED USING DUPONT CORLAR - A HIGH PERFORMANCE, LOW VOC/HAPS EPOXY POLYAMIDE PRIMER-SEALER. CORLAR IS A TWO-COMPONENT GRAY PRIMER-SEALER THAT IS LEAD AND CHROMATE FREE. THIS SHALL BE APPLIED IN AN AMOUNT NECESSARY TO ACHIEVE A DRY FILM THICKNESS OF 1.2 MIL.	✓		
45.6	SIXTH STEP - FINISH TOP COAT PAINT - A HIGH LUSTER FINISH COAT SHALL BE APPLIED USING DUPONT IMRON 5000 – A HIGH-PERFORMANCE, LOW VOC (<3.5 LBS/GAL RTS) TWO-COMPONENT POLYURETHANE ENAMEL. AN AMPLE AMOUNT SHALL BE APPLIED TO ACHIEVE A DRY FILM THICKNESS OF 2 MIL AND SHALL RESULT IN A FINISH OF 3.2 MIL MINIMUM FILM THICKNESS.	✓		
		YES	NO	Exception

45.7	FIRST STEP – SMOOTHING - ALL WELD SLAG, SPLATTER OR ROUGHNESS SHALL BE REMOVED WITH THE APPROPRIATE HAND TOOLS. NO SAND, SHOT OR GLASS AIR BLASTING SHALL BE PERMITTED TO ELIMINATE CONTAMINATION AND POSSIBLE DAMAGE TO BEARINGS OR PIN SURFACES AND POSSIBLE DISTORTION OF HIGHER GAUGE SHEET MATERIALS USED ON THE BODY.	✓		
45.8	SECOND STEP – PURGATION - A HEATED PRESSURE WASH SHALL DRENCH THE ENTIRE BODY WITH A SILICATED ALKALINE PHOSPHATE BASED PRECLEANER TO CLEAN ALL METAL SURFACES. THIS SOLUTION SHALL SOAK THROUGH AND BREAK DOWN THE OIL FILM AND OTHER CONTAMINANTS FOUND ON STEEL. THE SOLUTION SHALL BE NON-CORROSIVE TO METALS AND SHALL BE ENVIRONMENTALLY FRIENDLY.	✓		
45.9	BODY UNDERCOATING SHALL BE PROVIDED AND COVER ALL SURFACES UNDER THE BODY.	✓		
<b>46 – OPTIONAL UPGRADE ADDITIONS: (PRICING FOR THE ITEMS THAT ARE AVAILABLE AND INCLUDED WITH THE TRUCK MUST BE INCLUDED IN THE FINAL UNIT PRICE)</b>		<b>INCLUDED</b>		<b>NOT INCLUDED</b>
46.1	DUAL CONTAINER AND LIFT WORK LIGHT KIT	✓		
46.2	LIFT CYCLE COUNTER	✓		
46.3	DUAL HOPPER WORK LIGHTS	✓		
46.4	DUAL FLOOD LIGHTS ON TRUCK	✓		
46.5	REMOTE LIFT CONTROLS – AIR TOGGLES			✓
46.6	BODY SIDE BACKING ASSIST LIGHTS	✓		
46.7	20 LB FIRE EXTINGUISHER	✓		
46.8	REMOTE LUBRICATION SYSTEM – PACKER	✓		
46.9	SEVER DUTY WEAR BARS KIT	✓		
		<b>INCLUDED</b>		<b>NOT INCLUDED</b>

46.10	CAUTION TRAFFIC DECAL SIGN ON BACK REAR OF THE UNIT FACTORY INSTALLED	✓		
46.11	INSTALLATION OF CITY OF EDINBURG LOGO, DEPARTMENT DECAL AND SAFETY DECALS	✓		
46.12	INSTALL CITY PROVIDED TWO-WAY RADIO IN ACCORDANCE WITH DEPT STANDARDS TO ENSURE WARRANTY			✓
46.13	TWO (2) YEAR ON REFUSE BODY, HYDRAULIC PUMP AND SYSTEM. ALL HYDRAULIC CYLINDERS TO HAVE A FIVE (5) YEAR WARRANTY.	✓		
46.14	OEM – REAR SPARE TIRE WITH RIM	✓		
46.15	HOPPER FLOOR LINER (3/16" – 150,000 PSI)	✓		
46.16	TEN POINT LUBE SYSTEM	✓		
46.17	JOYSTICK CONTROL	✓		
46.18	MUD FLAPS ARE INSTALLED ON THE FRONT AND REAR OF THE TANDEM AXLES.	✓		
46.20	CLEAN OUT SHOVEL KIT	✓		
<b>47 - DELIVERY, SETUP AND TRAINING:</b>				
47.1	THE TRUCK SHALL BE DELIVERED TO THE CITY OF EDINBURG LANDFILL LOCATED AT 8601 NORTH JASMAN RD, EDINBURG TEXAS 78540 AND SET UP TO WORK AT THE SELLING DEALER'S EXPENSE. TRAINING ON PROPER OPERATION AND MAINTENANCE OF THE COMPACTOR SHALL BE CONDUCTED OVER A TWO (2) DAY PERIOD AND SHALL NOT BE LESS THAN TWELVE (12) HOURS.			
<b>48 - MANUALS:</b>		<b>YES</b>	<b>NO</b>	<b>Exception</b>

48.1	TWO SETS EACH OF PARTS MANUALS, OPERATOR'S MANUALS, AND SERVICE MANUALS.	<input checked="" type="checkbox"/>		
<b>49 – MACHINE OR EQUIPMENT AVAILABILITY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
49.1	WITHIN 30 DAYS OF ISSUANCE			
49.2	WITHIN 60 DAYS OF ISSUANCE			
49.3	WITHIN 90 DAYS OF ISSUANCE			
49.4	OVER 90 DAYS OF ISSUANCE	<input checked="" type="checkbox"/>		
EXPLAIN IF OVER 90 DAYS: <i>Trucks are made to order, as well as the body.</i>				
<b>50 – STANDARD WARRANTY:</b>		<b>YES</b>	<b>NO</b>	<b>OFFER</b>
50.1	SHALL HAVE NO LESS THAN 1 YEAR OR 100,000 MILE FULL MANUFACTURER'S BASE WARRANTY ON THE CAB AND CHASSIS; ENGINE SHALL HAVE 2 YEARS 250,000 MILE STANDARD ENGINE WARRANTY; TRANSMISSION SHALL HAVE 3 YEAR UNLIMITED MILE WARRANTY; ALL WARRANTIES SHALL INCLUDE PARTS, LABOR, HAULING, TRAVEL, AND MILEAGE REQUIRED AND THE DETAILS OF THIS WARRANTY MUST ACCOMPANY THE BID.	<input checked="" type="checkbox"/>		
<b>51 -LISTING OF ALL WASTE FACILITES UTILIZING YOUR EQUIPMENT:</b>				
Please list all contacts and phone numbers ( <b>TEXAS Facilities ONLY</b> )				

Company/Agency	Machine Year and Model	Contact Person	Phone Number	Distance from COE (Miles)	Time Machine in Service and Possession
City of MS Allen	2017 320	Mario Vela	956-681-4000	5 miles	9-1-16

**52 - AFTER THE SALE SUPPORT - OPERATOR TRAINING:**

Is professional operator training available from your company.	Yes ✓	No
----------------------------------------------------------------	----------	----

Number of Dealer Full-Time Operator Trainers	Professional Training Class Offered for this Product	Price per Student	Hours per Class	Maximum # of Students per Class
4 Fulltime trainers	Heil	\$ 0.00	As required to master	SLU

**52 - AFTER THE SALE TECHNICAL SUPPORT - MECHANIC TRAINING:**

Is professional technical training available from your company.	Yes ✓	No ✓
-----------------------------------------------------------------	----------	---------

Number of Dealer Full-Time Technical Trainers	Professional Training Classes Offered for this Product	Price per Class	Hours per Class	Maximum # of Students per Class
3 Full time trainers	Heil Service	\$ 0.00	As required	in the skill

53 -BID FORM:

Company Name: Rush Truck Centers of Texas Ld, dba Rush Truck Center, Pharr
Printed Name of Person Submitting Bid: Mario Trevino
Street Address: 4700 W. Cage St.
County, State: Pharr, TX
Zip: 78577

Phone Number: <u>954 782-4541</u>			
Fax Number: <u>954 782-8822</u>			
E-mail Address: <u>Trevinom@rushenterprises.com</u>			
53.1	ITEM – LEFT HAND DRIVE COMMERCIAL FRONT LOAD RETRIEVER AS LISTED ABOVE.	UNIT PRICE	\$ <u>280,824.52</u>
54.0	HEAVY DUTY BODY OPTION	\$ COST	
55.0	AVAILABLE EXTENDED WARRANTY(S) CAB AND CHASIS		
55.1	<u>3</u> YR <u>300,000</u> MILES <u>Basic Vehicle</u> TYPE <u>2915<sup>00</sup></u> COST		<u>2915<sup>00</sup></u>
55.2	<u>5</u> YR <u>200,000</u> MILES <u>Engine Play</u> TYPE <u>3600<sup>00</sup></u> COST		<u>3600<sup>00</sup></u>
55.3	<u>5</u> YR <u>200,000</u> MILES <u>Afterservice</u> TYPE <u>900<sup>00</sup></u> COST		<u>900<sup>00</sup></u>
56.0	AVAILABLE EXTENDED WARRANTY(S)		
56.1	___ YR ___ MILES ___ TYPE ___ COST		
56.2	___ YR ___ MILES ___ TYPE ___ COST		
56.3	___ YR ___ MILES ___ TYPE ___ COST		
57.1	DELIVERY TIME AFTER AWARD IN DAYS		<u>120 to 180</u>
***** FOR CITY USE ONLY*****			
FINAL EXTENDED PRICE INCLUDING ALL AVAILABLE OPTIONS AND WARRANTIES LISTED ABOVE (LIST ITEM _____)			<u>288,239.52</u>

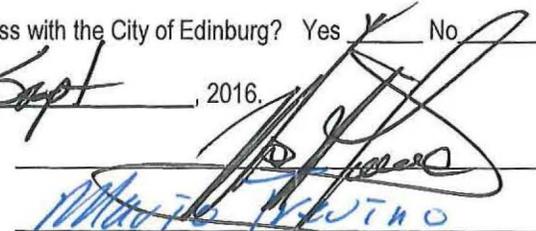
All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy 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 26 day of Sept, 2016.

SIGNATURE:



TYPE/PRINT NAME:

Marvin Trevino

TITLE:

Regional General Manager

COMPANY:

Rush Truck Centers of Texas L.P., dba Rush Truck Center PA

ADDRESS:

4700 N. Cage  
Pharr, TX 78577

TELEPHONE NO.:

956-782-4511

FAX NO.:

956-782-8822

EMAIL:

TrevinoM@rushenterprises.com

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

### OFFICE USE ONLY

Date Received

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

*Rush Truck Centers of Texas LP, dba Rush Truck Center Phoenix*

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

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

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

*None that we are aware*

Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

*[Signature]*  
Signature of person doing business with the governmental entity

*9-26-2016*  
Date

Adopted 06/29/2007

## **Notice Regarding Security Interest and Payment of Purchase Price**

1. BMO Harris Bank N.A. ("Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.
2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

# 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:  
2016-114136

Date Filed:  
09/20/2016

Date Acknowledged:

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

Rush Truck Centers of Texas, LP  
New Braunfels, 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.

2017-07 & 08; 2017-10 & 11

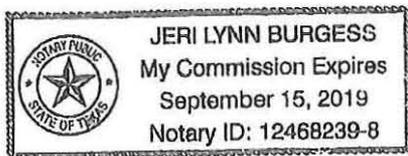
Purchase of (2)New Comm'l Rt Hand Dr Comm'l Side Load Retrievers; (2) Res. Auto. Rt Hand Dr Side Load Retrievers;(3)New Brush Trk w/30 cuyd Hydraulic Dump Bdy;New Lt Hand Dr Comm'l Frnt Load Retriever

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Anderson, Scott	New Braunfels, TX United States	X	
	Naegelin, Jr, Martin A.	New Braunfels, TX United States	X	
	Rush, W.M. "Rusty"	New Braunfels, TX United States	X	
	Rushtex, Inc.	New Braunfels, TX United States	X	
	Rushco, Inc.	New Braunfels, TX United States	X	
	Lyons, Michael	New Braunfels, TX United States	X	
	Weaver, Derrek	New Braunfels, TX United States	X	
	Keller, Steve	New Braunfels, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Michael S. Lyons, this the 20th day of September, 2016, to certify which, witness my hand and seal of office.

Jeri Lynn Burgess  
Signature of officer administering oath

Jeri Lynn Burgess  
Printed name of officer administering oath

Legal Contract Mgr  
Title of officer administering oath

**FEDERAL EXCISE TAX  
Exemption Certificate  
for Use by States & Local Governments  
Treas. Reg. 48.4221-5**

I hereby certify that I am \_\_\_\_\_ (title of officer) of the \_\_\_\_\_ (state or local government) (“Purchaser”), that I am authorized to execute this certificate on behalf of Purchaser, and that:

(check applicable type of certificate)

A. \_\_\_\_\_ the article/articles specified in the accompanying order or below:

**Article/Articles (by VIN):**

\_\_\_\_\_  
\_\_\_\_\_

(if more room is needed, attach list of additional articles to this certificate)

**OR**

B.  all orders placed by Purchaser for the period commencing January 1, 2016 (date) and ending December 31, 2018 (date) (period not to exceed 12 calendar quarters)

are, or will be, purchased from Rush Truck Centers of Texas, LP (“Dealer”) for the exclusive use of Purchaser.

Purchaser understands that this statement is made under penalties of perjury.

Purchaser understands that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. Purchaser understands that the fraudulent use of this certificate for the purpose of securing this exemption will subject Purchaser and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

**PURCHASER**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

### Rush Limited Warranty

LIMITED WARRANTY ON SERVICES. Rush warrants that all repair and maintenance services performed by Rush for a customer ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

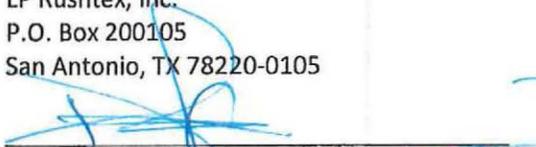
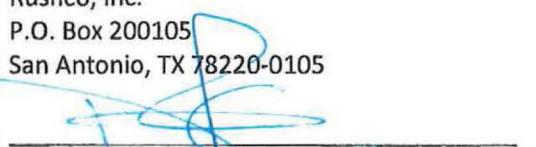
NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

City of Edinburg, TX  
Partner Authorization Form  
for  
Rush Truck Centers of Texas, LP dba Rush Truck Center, Pharr

Rush Truck Centers of Texas, L.P. is a limited partnership organized in the State of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner.

Rushtex, Inc. and Rushco, Inc. hereby certify that Mario Trevino, Regional General Manager of Rush Truck Centers of Texas, LP dba Rush Truck Center, Pharr, is authorized to sign and submit proposal to the City of Edinburg in response to bids issued by the City.

<b>General Partner</b> of Rush Truck Centers of Texas, LP Rushtex, Inc. P.O. Box 200105 San Antonio, TX 78220-0105	<b>Limited Partner</b> of Rush Truck Centers of Texas, LP Rushco, Inc. P.O. Box 200105 San Antonio, TX 78220-0105
 Signature	 Signature
Derek R. Weaver Name	Derek R. Weaver Name
Asst. Secretary Title	Asst Secretary Title

PACCAR ENGINE LIMITED WARRANTY SCHEDULE

UNITED STATES

THIS ENGINE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. This Engine Warranty Schedule does not apply to the Vehicle or Emission related equipment, which is warranted separately. Warranty coverage relating to the Emissions components is outlined in the Emission Warranty section of the applicable PACCAR Operator's Manual, the terms and conditions of which are incorporated herein by reference. Pursuant to the terms of the attached Limited Warranty Agreement, PACCAR Inc will pay warranty claims for Warrantable Failures within the following maximum limits in time, mileage, or hours, whichever shall occur first. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

PACCAR PX-9 Engine

Basic Engine Coverage - (All applications except fire apparatus truck) - Twenty-four (24) months or 250,000 miles or 6,250 hours, whichever occurs first.

Fire Apparatus Truck Applications - 60 Months or 100,000 miles, whichever occurs first. (Owner is responsible for a US\$100 deductible per each service visit in the 3rd, 4th and 5th years of warranty.)

3BPZLJ0X2EF246347

Chassis Number(s) (17-digit VIN)

73609004

Engine Serial Number

Customer Initials



**PETERBILT MOTORS COMPANY**  
**Class 8 Standard Service (On-Highway) Warranty Schedule**  
**UNITED STATES**  
**VEHICLE ONLY**

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Peterbilt Motors Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, whichever shall occur first. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
<b>Basic Vehicle</b> This coverage applies to the basic highway Vehicle, except for additional coverage and warranty exclusions.	12	100,000
<b>Major Components</b> Eaton, Meritor & Dana Spicer front axle (beam, spindles, kingpin & kingpin bushings, steering arm, tie rod & tie rod arms). Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions Eaton Auto Shift transmission Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes). Structural components of the cab, hood, hood half fenders and sleeper. Sheppard and TRW steering gears.	36	300,000
<b>Eaton Hydraulic Launch Assist (HLA) Model 320</b> Accumulator , Pump Motor Assy, Transfer Case, ECU, Reservoir Bladder component is excluded as it is a maintenance item	12	Unlimited
<b>Frame, Gussets, Crossmembers and Cab Corrosion</b> Frame rails, gussets, and crossmembers. Cab, hood and sleeper perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab, hood and sleeper panel or to finish paint.	60	500,000
<b>Other Coverage</b>		
<b>SmartLINQ+ Components</b> Modem, antenna, and related remote diagnostic equipment. Coverage subject to maximum limits in time or mileage identified in this warranty agreement or, where applicable, for such greater time and mileage limited identified in any Extended Basic Vehicle, Extended MX Comprehensive, or MX Aftertreatment warranties covering the vehicle.	24	Unlimited
<b>PACCAR Batteries</b>	12	100,000
<b>Gaskets and Wheel Seals</b>	12	50,000
<b>Cab, Hood &amp; Sleeper Paint</b>	12	100,000
<b>Frame Paint – Black only</b>	12	100,000
<b>Frame Paint – All colors other than black</b>	6	50,000
<b>Frame Paint – Logger, Mixer, Dump, Refuse, Oil Field &amp; Construction applications</b>	3	25,000

3BPZLJ0X2EF246347

Chassis Number(s) (17-digit VIN)

Customer Initials *X*

## EXCEPTIONS

Page 34 item # 46.5      Not available

Page 35 item # 46.12      Not available

Certificate US95/0329

The management system of

# Peterbilt Motors Company

1700 Woodbrook Street,  
Denton, TX, 76205, United States

has been assessed and certified as meeting the requirements of

## ISO 9001:2008

For the following activities

### Design and manufacture of heavy duty trucks.

Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2008 requirements may be obtained by consulting the organization

This certificate is valid from 25 February 2015 until 25 February 2018 and remains valid subject to satisfactory surveillance audits. Recertification audit due a minimum of 60 days before the expiration date. Issue 9 : 20 February 2015. Certified since February 2003

Additional site details are listed on subsequent pages.

Authorized by

John Woodman  
Senior Vice President SSC, North America  
SGS Systems & Services Certification, a Division of SGS North America, Inc.  
201 Route 17 North, Rutherford, NJ 07070, USA  
t (201) 508-3000 f (201) 935-4555 [www.us.sgs.com](http://www.us.sgs.com)

This certificate remains the property of SGS and shall be returned upon request

Page 1 of 2

# SGS



This document is issued by the Company subject to its General Conditions of Certification Services accessible at [www.sgs.com/assm\\_and\\_conditions.htm](http://www.sgs.com/assm_and_conditions.htm). Attention is drawn to the limitations of liability, indemnification and jurisdictional issues established therein. The authenticity of this document may be verified at <http://www.sgs.com/usc-Company/Certified-Client-Directories/Certified-Client-Directories.aspx>. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

Certificate US95/0329, continued



# Peterbilt Motors Company

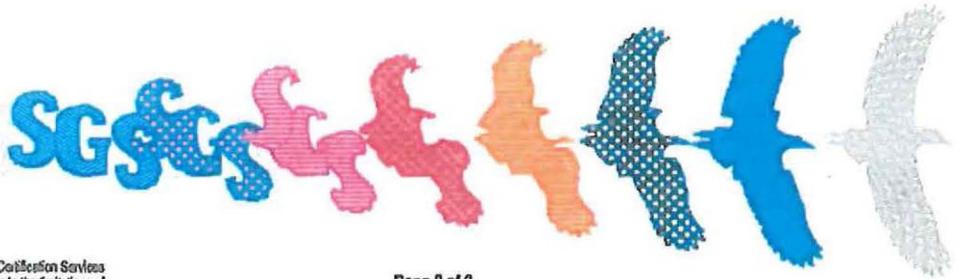
## ISO 9001:2008

Issue 9 : 20 February 2015



Additional facilities

**3200 Airport Road, Denton, TX, 76207, United States**



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THE WHEELS ARE ALWAYS TURNING

A DEREK COMPANY

# Half/Pack<sup>®</sup>

High-Compaction Front Loader



# Half/Pack<sup>®</sup>

The most popular Front Loader for over 30 years... for a reason.

The reason? The Half/Pack has consistently delivered proven performance in some of the most demanding environments imaginable, earning a loyal following of users who rely on its unmatched dependability and appreciate its lower total cost of ownership.

**Innovated Features.** Heil continues to set the standard for front loaders with the evolution of innovative new features that enhance both functionality and safety. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack is built for a long, reliable lifespan.

**Worldwide Network.** But Heil is not simply known for engineering and manufacturing outstanding equipment. We back all Heil units with a worldwide network of knowledgeable dealers and service centers, as

well as the industry's first dedicated manufacturer-based training facility and mobile training centers, to help you keep your equipment operating at its peak. Add to that Heil's century-old heritage of commitment to customer satisfaction, and you can feel certain that, when you choose a Half/Pack, you are getting the most productive, durable, safe, and easy to maintain front loader available.

We encourage you to read on to learn more about the Half/Pack's extensive features, and then to contact your Authorized Heil Dealer for assistance in choosing the Heil refuse collection vehicle that is right for you. To find the Dealer nearest you, visit [www.heil.com](http://www.heil.com).





Single axle 20 yd<sup>3</sup> configuration

### Smarter By Design, with Loyalty Built In

The Half/Pack was designed to withstand the rigors of daily use in punishing environments.

- **Solid Foundation** — The interlaced subframe provides exceptional strength and durability, which means your Half/Pack will enjoy a long lifespan and excellent resale value.
- **Less Time in the Shop** — When you're stuck in the shop, you're not making money. The Half/Pack features our Service Smart™ design, which simplifies routine maintenance and keeps you away from the shop and out servicing your customers.
- **On-board Diagnostic Tools** — Quickly and easily diagnose problems away from outside hazards and weather. On-board diagnostic tools make troubleshooting a breeze.
- **Protected Packing Cylinders** — 35-gallon sumps control and store any liquid waste or refuse that spills over the packer blade to help protect the packing cylinders from packing in the trash and diminish the chance of corrosion.
- **Easily Accessible Components** — Easy behind-the-cab access to critical components, such as hydraulic valves, reduces maintenance costs and minimizes downtime.
- **Superior Filtration** — Our 3-micron filtration system keeps oil cleaner and extends the life of hydraulic components. Other manufacturers use 10-micron filtration, which can allow particulate matter to damage the hydraulic system.
- **Proximity Switches That Last** — The proximity switches on a Half/Pack are engineered to provide years of service without the need for readjustment or replacement on a regular basis. Our proximity switches are the highest quality available, exceeding even military specifications.
- **Operate-in-Gear-at-Idle** — Customers and operators alike appreciate the Half/Pack's quiet operation. Plus, not having to constantly rev the engine means reduced wear on drive train components.
- **Single Axle Model** — The Half/Pack is available in a single axle configuration to improve maneuverability and reduce wear and tear inflicted by city streets.

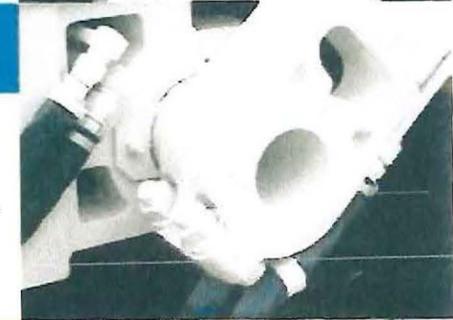
### Dual Hopper Sump Doors

Standard dual hopper sump doors enable trash and liquids that might otherwise fall behind the packer blade to collect below the packer cylinders. This prevents cylinder obstruction and enables the operator to clean behind the packer without entering the body.



### Clamp-on Arms

Built to last, our patented clamp-on arms are designed to pivot instead of break in the event of an accidental collision. If damage occurs, the clamp-on arms can be replaced in a fraction of the time required for welded or bolt-on arm styles.



### Double-Walled Hopper

High-strength, heavy gauge steel withstands the exceptional forces of the compaction cycle and ensures maximum payloads. Our exclusive double-wall hopper keeps refuse safely within the confines of the body and prevents corrosion for long-term durability.



### Shur-Lock™ Tailgate Locks

Heil's in-cab operated tailgate locking system not only keeps payloads secure but also enables the operator to unlock and open the tailgate and discharge the payload from the safety of the cab. Reflective indicator tags, visible from the cab's mirrors, confirm when the tailgate is sealed.





# Half/Pack<sup>®</sup>

## High-Compaction Front Loader Product Specifications

Performance Specifications		@ idle	@ 1,200 RPM
Container Dump Cycle Time	up	10-12 seconds	7-8 seconds
	complete	20-23 seconds	14-17 seconds
Packer Cycle Time Dump of Eject		20-23 seconds @ idle	
Arms Lifting Capacity		8,000 lbs. (tested to 16,000 lbs.)	
Compaction Force		117,000 lbs.	
Dump Body Hoist Angle		30°	

Available in Tilt-To-Dump\* or Eject Models with Optional Service Hoist  
 \*32 yd<sup>3</sup> Body Only Available in Eject Model

Hydraulic Specifications	
<b>PUMP</b>	
Type	Single Vane
Maximum Operating Pressure	2,500 psi
Working RPM	1,300 RPM approx.
Flow at Working RPM	50 GPM
<b>OIL RESERVOIR</b>	
Tank Capacity (net)	41 gallons
Filters	3 micron return filter with in-cab filter monitor, 100 mesh reusable suction screen
<b>VALVES</b>	
Type	Multi-section stack valve, 50 GPM @ 2,500 psi relief valve to prevent overload damage

All designs, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.

Chassis Requirements	20 yd <sup>3</sup>		23 yd <sup>3</sup>	28 yd <sup>3</sup>	32 yd <sup>3</sup>
	Single axle w/ Tag	Tandem axle			
Usable CT	160 in.	154-160 in.	148 to 160 in.	172 to 190 in.	184 to 190 in.
Wheel Base	185 in.	179-185 in.	179 to 185 in.	197 to 215 in. ✓	209 to 215 in.
GVWR	54,000 lbs.	54,000 lbs.	60,000 lbs.	64,000 lbs.	66,000 lbs.
Minimum GVWR (F)*	20,000 lbs.	20,000 lbs.	20,000 lbs.	20,000 lbs.	20,000 lbs.
Minimum GAWR (R)*	30,000 lbs.	30,000 lbs.	40,000 lbs.	46,000 lbs.	48,000 lbs.
Minimum Platform	227	227	227	259	277

\*Typical recommended specifications. Specific specifications are dependent on chassis weight, wheelbase, and expected payload. Chassis must comply with Heil's chassis layout requirements, or body will not be mounted.

Body Specifications	20 yd <sup>3</sup>	23 yd <sup>3</sup>	28 yd <sup>3</sup>	32 yd <sup>3</sup>
Body Capacity	20 yd <sup>3</sup>	23 yd <sup>3</sup>	28 yd <sup>3</sup>	32 yd <sup>3</sup>
Hopper Capacity	12 yd <sup>3</sup>	12 yd <sup>3</sup>	12 yd <sup>3</sup>	12 yd <sup>3</sup>
Gross Capacity	32 yd <sup>3</sup>	35 yd <sup>3</sup>	40 yd <sup>3</sup>	44 yd <sup>3</sup>
Gross Weight (approx.)	18,000 lbs.	18,100 lbs.	19,300 lbs.	20,000 lbs.
Overall Length <sup>(a)</sup>	364 in.	383 in.	415 in.	433 in.
Overall Width	96 in.	96 in.	96 in.	96 in.
Overall Height <sup>(a)</sup>	Arms Down	107 in.	107 in.	107 in.
	Arms Up	120 in.	120 in.	120 in.
Hopper Opening	83 in. x 93 in.			

<sup>(a)</sup> Arms Down, Forks Tucked <sup>(b)</sup> Above Frame

Cylinder Specifications	20 yd <sup>3</sup>	23 yd <sup>3</sup>	28 yd <sup>3</sup>	32 yd <sup>3</sup>
<b>Body Cylinders</b>	<b>Bore</b>	<b>Bore</b>	<b>Bore</b>	<b>Bore</b>
PACKER (Eject Models) - (2) 3-Stage Double Acting Telescopic	5.5 in.	5.5 in.	5.5 in.	5.5 in.
ARM - (2) Double Acting	4.5 in.	4.5 in.	4.5 in.	4.5 in.
HOIST (Dump Models) - (2) Single Acting	4.5 in.	4.5 in.	4.5 in.	N/A
FORKS - (2) Double Acting	4.0 in.	4.0 in.	4.0 in.	4.0 in.
TOP DOOR - (1) Double Acting	2.8 in.	2.8 in.	2.8 in.	2.8 in.
TAILGATE - (2) Double Acting Each	Raise	3.1 in.	3.1 in.	3.1 in.
	Lock	3.0 in.	3.0 in.	3.0 in.



2030 Hamilton Place Blvd., Suite 300, Chattanooga, TN 37421  
 866.FOR.HEIL (866.367.4345) • Fax: 423.855.3478  
 www.heil.com

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 FORM #SWS-000002-080510

CONTACT YOUR LOCAL DEALER



RUSH PETERBILT S046

CITY OF EDINBURG

Pharr, Texas United States 78577  
Phone:  
Fax:  
Email:

, Texas United States  
Phone:  
Fax:  
Contact Email:  
Prepared for:

### Vehicle Summary

Unit		Chassis	
Model:	Model 320	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description:	FRONT LOADER	G.C.W. (lbs):	66000
<b>Application</b>		Road Conditions:	
Intended Serv.:	Refuse/Landfill	Class A (Highway)	100
Commodity:	Refuse, Scrap	Class B (Hwy/Mtn)	0
<b>Body</b>		Class C (Off-Hwy)	0
Type:	Automated Side Loader	Class D (Off-Road)	0
Length (ft):	24	Maximum Grade:	6
Height (ft):	13.5	Wheelbase (in):	215
Max Laden Weight (lbs):	1000	Overhang (in):	57
<b>Trailer</b>		Fr Axle to BOC (in):	0.1
No. of Trailer Axles:	0	Cab to Axle (in):	214.9
Type:		Cab to EOF (in):	271.9
Length (ft):	0	Overall Comb. Length (in):	329
Height (ft):	0.0	<b>Special Req.</b>	
Kingpin Inset (in):	0	United States Registry	
Corner Radius (in):	0		
<b>Restrictions</b>			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**

	Ask your dealer for a quote today, or visit our website @ <a href="http://www.paccarfinancial.com">www.paccarfinancial.com</a> .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

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Effective Date: Jul 1, 2016  
Prepared by: Administrator

**Complete**

Model Number: Model 320  
Quote/DTPO/CO: Q55204382  
Version Number: 33.10



RUSH PETERBILT S046

CITY OF EDINBURG

Pharr, Texas United States 78577  
Phone:  
Fax:  
Email:

, Texas United States  
Phone:  
Fax:  
Contact Email:  
Prepared for:

Base Model	Description
	Model 320
	Refuse, Scrap
	Refuse/Landfill
	Automated Side Loader
	United States Registry

<b>Configuration</b>	Other N02000 HIEL PLANT
----------------------	----------------------------

<b>Frame &amp; Equipment</b>	10-3/4in Steel Rails 306-342in Full Steel Inner Liner FEPTO Provision 9in Bumper Extension EOF Square with Steel Xmbr Omit Rear Mudflaps and Hangers (2) Solid Mount Cable Hooks
------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Front Axle &amp; Equipment</b>	Dana Spicer D2000F 20,000 lb, 3.5in Drop Taper Leaf Springs, Shocks 20,000 lb Power Steering Sheppard SD110 Dual PHP10 Iron PreSet PLUS Hubs Dana Spicer5in Drop IPO 3.5in, Front Axle Dana Spicer Wide Track IPO Std, Front Axle Bendix Air Cam Front Drum Brakes 16.5x6
-----------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Rear Axle &amp; Equipment</b>	Dana Spicer D46-170 46,000 lb PHP10 Iron PreSet PLUS Hubs Long Stroke Parking Brakes, Drive Axle(s)
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**Description**

**Diff Lock Both Axles**  
**Refuse Service Brakes, Steer And Drive Axles**  
**Rear Brake Camshaft Reinforcement**  
**SBM Valve**  
**Anti-Lock Braking System (ABS) 4S4M**  
**Synthetic Axle Lubricant All Axles**  
**Bendix Air Cam Rear Drum Brakes 16.5x8.6**  
**Ratio 5.25 Rear Axle**  
**Hendrickson Haulmax HMX460 46,000 lb, 54in Axle**  
**Shock Absorbers For HMX Suspension**

**Engine & Equipment**

**PACCAR PX-9 345@1900 GOV@2100 1150@1400**  
N21320 N205 120..Standard Maximum Speed Limit [LSL]  
N21330 N207 0....Expiration Distance  
N21340 P005 120..Hard Maximum Speed Limit  
N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed  
N21360 P110 0....Accelerator Lower Droop  
N21370 P059 64...Maximum Cruise Speed  
N21380 P111 0....Cruise Control Lower Droop  
N21400 N203 252..Reserve Speed Function Reset Distance  
N21410 N202 0....Maximum Cycle Distance  
N21420 N206 10...Maximum Active Distance  
N21430 N201 0....Reserve Speed Limit Offset  
N21440 P015 YES..Engine Protection Shutdown  
N21450 P026 NO...Gear Down Protection  
N21460 P046 1400.Max PTO Speed  
N21470 P062 NO...Cruise Control Auto Resume  
N21480 P068 NO...Auto Engine Brake in Cruise  
N21500 N209 0....Expiration Distance  
N21510 P520 YES..Enable Idle Shutdown Park Brake Set  
N21520 P030 5....Timer Setting  
N21530 P233 YES..Enable Impending Shutdown Warning  
N21540 P234 60...Timer For Impending Shutdown Warning  
N21550 P516 35...Engine Load Threshold  
N21570 P031 NO...Idle Shutdown Manual Overrule  
N21590 P230 YES..Enable Hot Ambient Automatic Overrule  
N21610 P172 40...Low Ambient Temperature Threshold  
N21620 P173 60...Intermediate Ambient Temperature Threshold  
N21630 P171 80...High Ambient Temperature Threshold

**Engine Idle Shutdown Timer Disabled**  
**Enable EIST Ambient Temp Overrule**  
**Eff EIST NA Expiration Miles**  
**Effective VSL Setting NA**  
**Remote PTO And Throttle Provision**

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Effective Date:	Jul 1, 2016		Quote/DTPO/CO:	Q55204382
Prepared by:	Administrator		Version Number:	33.10



**Description**

**CARB Engine Idling Compliance**  
**200 Amp Alternator, Standard Brush**  
**PACCAR 12V Starter**  
**3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA**  
**Kissling Battery Disconnect Switch**  
**2-Speed Fan Clutch For Frequent Start/Stops**  
**18.7 CFM Air Compressor**  
**Compression Brake, MX**  
**PACCAR Fuel Filter/Water Separator, Unheated**  
**Engine Protection Shutdown**  
**High Efficiency Cooling System**  
**Stainless Steel Grille**  
**Heavy Duty Air Cleaner**  
**Exhaust Vertical LH**  
**Curved Tip Standpipe(s)**  
**18in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)**

**Transmission & Equipment**

**Allison 4500 RDS-P Transmission, Gen 5**  
**1810 HD Driveline, 1 Midship Bearing**  
**Allison FuelSense Basic**  
**Console Mounted Push Button Shifter**  
**Allison RDS Auto Neutral AK**  
**Allison 6-Speed Configuration, Wide Ratio Gears**  
**Allison Output Function S Neutral Indicator**

**Air & Trailer Equipment**

**Bendix AD-IS EP Air Dryer with Heater**  
**Nylon Chassis Hose**  
**Steel Painted Air Tanks**  
**Clear Outside Frame of All Air System Components**  
**Clear Outside Frame of All Air System Components**

**Tires & Wheels**

**FF: BR 20ply 315/80R22.5 M860A**  
**RR: BR 16ply 11R22.5 M843**  
**Code-rear Tire Qty 08**  
**FF: Alcoa 89U647 LVL1 22.5X9.00 Alum Wheel**

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Effective Date:	Jul 1, 2016		Quote/DTPO/CO:	Q55204382
Prepared by:	Administrator		Version Number:	33.10



**Description**

RR: Accur Stl Armor 50291PK 22.5X8.25  
Code-rear Rim Qty 08

**Fuel Tanks**

23in Aluminum 70 Gallon Fuel Tank RH BOC  
Location RH BOC 70 Gallon  
Fuel Cooler  
DEF Tank Mounted LH BOC  
Standard DEF To Fuel Ratio 2:1 Or Greater  
DEF Tank 520/320

**Battery Box & Bumper**

Aluminum Space Saver Battery Box LH Back Of Cab  
Steel Bumper Channel Painted

**Cab & Equipment**

53in LCF ProBilt Cab LH Drive  
4.5 Inch Rubber Flares on Cab  
Peterbilt Driver Seat  
Peterbilt Passenger Seat  
Seat Belt Color Orange IPO Standard Black  
Air Ride Driver  
Low Back Driver  
Vinyl Driver  
Non-Air Ride Passenger  
Low Back Passenger  
Vinyl Passenger  
Gray Interior Color  
Adjustable Steering Column - Tilt/Telescope  
Steering Wheel with Peterbilt Logo  
Rear Window Back of Cab Dark Tint  
Two Piece Flat Windshield  
Combo Fresh Air Heater/Air Conditioner  
Black LH/RH Tri-plane Mirrors, Heated,  
(1) Air Horn 15in Painted  
ConcertClass Without CD, Includes BT Phone and  
Midlevel Speaker Package For Cab  
Cab Tilt Pump Air Assist

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 9/26/2016 1:39:22 PM  
Effective Date: Jul 1, 2016  
Prepared by: Administrator

**Complete**

Model Number: Model 320  
Quote/DTPO/CO: Q55204382  
Version Number: 33.10



**Description**

**Peterbilt Electric Windshield Wipers**  
**Front Cab Guard, Painted Black**  
**Triangle Reflector Kit Shipped Loose**  
**Backup Alarm (107dB)**  
**Main Transmission Oil Temperature Gauge**  
**Air Restriction Indicator**  
**Warning Light Battery Disconnect, Switch Engaged**  
**Headlights Dual Rectangular Halogen**  
**(5) Light Guards On Marker Lights**  
**(5) LED Clearance With (2) LED Marker Lights**  
**None Furnished Stop/Tail/Backup Lights**  
**Daytime Running Lights**

**Paint**

**Standard Paint Color Selection**

**(1) Color Axalta Two Stage - Cab/Hood**  
 N85020 A - L0006EB WHITE - Stand  
 N85500 CAB ROOF L0006EB WHITE - Stand  
 N85200 FRAME N0001EA BLACK  
 N85700 BUMPER N0001EA BLACK

**Options Not Subject To Discount**

**Basic Vehicle - U.S. (3/300)**  
**PACCAR 2013 PX-9 Protection Plan 1 (5/200)**  
**PACCAR 2013 PX-9 Aftertreatment Coverage (5/200)**  
**Medium Duty Emissions Surcharge**

**Miscellaneous**

**Presentation Created Using Featured Spec**

Total Weight

18269

**Prices and Specifications Subject to Change Without Notice.**

Unpublished options may require review/approval.  
 Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	9/26/2016 1:39:22 PM	<b>Complete</b>	Model Number:	Model 320
Effective Date:	Jul 1, 2016		Quote/DTPO/CO:	Q55204382
Prepared by:	Administrator		Version Number:	33.10

**Acknowledgment of Security Interest and Agreement Regarding Payment**

This Acknowledgment of Security Interest and Agreement Regarding Payment (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the customer named below ("Customer") and RUSH ENTERPRISES, INC. on behalf of itself and its subsidiaries (collectively, "Dealership").

WHEREAS, Customer may from time to time purchase commercial vehicles from Dealership; and

WHEREAS, Customer's purchase of vehicles will be evidenced by purchase orders, retail sales orders and/or other documentation, pursuant to which Dealership may, in its discretion, agree that Customer may defer its payment of the purchase price for the vehicles (a "Deferred Payment Plan");

NOW, THEREFORE, for and in consideration of the right to purchase vehicles pursuant to a Deferred Payment Plan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1) With respect to any vehicles purchased pursuant to a Deferred Payment Plan (each a "Vehicle"), Customer hereby acknowledges and agrees to the following:
  - a) BMO HARRIS BANK N.A. ("Bank") finances Dealership's acquisition of Vehicles pursuant to an agreement that requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle;
  - b) based on such agreement, Customer's purchase of any Vehicle financed by Bank is not free and clear of, and is subject to, Bank's prior, unrelinquished security interest, which will continue until Bank has received the total amount that Bank financed for such Vehicle, at which time such payment will automatically extinguish Bank's security interest in such Vehicle; and
  - c) Bank may require Customer to pay the purchase price for Vehicles directly to Bank, by providing written notice to Customer at the address set forth in Customer's signature block below, and upon receipt of such notice Customer shall make payment directly to Bank.
- 2) In the event that Customer pays any portion of the purchase price for a Vehicle directly to Bank, Dealership shall credit such payment(s) against the amount Customer owes to Dealership.
- 3) This Agreement shall be binding upon the parties hereto, and inure to the benefit of the parties hereto and to the benefit of Bank, and upon and to their respective successors and assigns.
- 4) This Agreement will remain in effect with respect to any Vehicle purchased by Customer, now or in the future, until Customer receives written notice from Bank indicating that it has been terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CUSTOMER:

DEALERSHIP:

\_\_\_\_\_  
(Insert Customer Legal Name)

RUSH ENTERPRISES, INC. on behalf of itself and its subsidiaries

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: 555, IH 35 South, Suite 500  
New Braunfels, Texas

**BIDDER'S LIST**  
**PURCHASE OF A NEW LEFT HAND DRIVE COMMERCIAL FRONT LOAD**  
**RETRIEVER**

Holt Cat  
725 E. Business 83  
P.O. Box 1310  
Weslaco, Texas 78599

Rush Truck Center  
4700 N. Cage Blvd.  
Pharr, Texas 78577

Valley Truck Center  
4301 N. Cage Blvd.  
Pharr, Texas 78577

French-Ellison Truck Ctr. Ltd.  
4300 N. Cage Blvd.  
Pharr, Texas 78577

AG Truck Sales  
2630 West Broadway Rd.  
Phoenix, AZ 85041

Big Truck Rental  
1039 S. 50<sup>th</sup> St.  
Tampa, FL 33619

South Texas Freightliner  
3103 N.Cage Blvd.  
Pharr, Texas 78577

Fanotech Waste Equipment Inc.  
P.O. Box 690  
Bracebridge, ON P1L 1TP

Heil of Texas  
503 Pop Gunn  
San Antonio, Texas 78219

Reliance Truck & Equipment  
7200 SW White Road  
San Antonio, Texas 78222-5204

Fleetpride  
711 N. Cage Blvd.  
Pharr, Texas 78577

Big Truck Rental  
1039 S.50<sup>TH</sup> St.  
Tampa, FL 33619

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding Bid No. 2017-12, Purchase of One (1) ¾ Ton Crew Cab Truck and Bid No. 2017-13, Purchase of One (1) ¾ Ton Super Cab Truck to Tipton Motors, Inc., in the Amount of \$86,815. [Ramiro L. Gomez, Director Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday, October 3, 2016, Bid No. 2017-12 and Bid No. 2017-13 were opened for the Purchase of Two (2) ¾ Ton Trucks. A total of two (2) bids were received and opened for each bid. After a review and tabulation revealed Tipton Motors, Inc. was the lowest bidder meeting specifications for the individual bids, including additional optional upgrades.

Staff has verified that no monies are owed to the City by Tipton Motors, Inc., and funding is available within the Solid Waste Management's 2016-2017 Fiscal Year Operating Budget. The City has previously done business with Tipton Motors, Inc.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-12, Purchase of One (1) ¾ Ton Crew Cab Truck and Bid No. 2017-13, Purchase of One (1) ¾ Ton Super Cab Truck to Tipton Motors, Inc., in the Amount of \$86,815.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

Â /s/ Ramiro L. Gomez,  
Jr.  
\_\_\_\_\_  
Ramiro Gomez  
Director of Solid Waste  
Management

\*\*\*\*\*

**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: Purchase of One (1) 3/4 Ton Crew Cab Truck  
 Bid No.: 2017-12  
 Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Tipton Motors Inc. Brownsville, Texas		Caldwell Country Chevrolet Caldwell, Texas		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
16.1	1	One (1) F-250 4X2 Crew Cab	\$33,947.00	\$33,947.00	\$37,580.00	\$37,580.00		
16.2	1	5 Yr. 100,000 Miles Warranty	\$2,895.00	\$2,895.00	\$2,316.00	\$2,316.00		
		OPTIONS						
14	1	1500 lb Tommey Lift System mounted on rear box	\$3,350.00	\$3,350.00	\$3,385.00	\$3,385.00		
	1	Add 4 Wheel Drive Package with Electronic Shift Control and 4 Wheel Drive Heavy Duty Suspension	\$2,357.00	\$2,357.00	\$3,575.00	\$3,575.00		
	1	Ranch Hand Steel Front Grille designed specific for the year, make and model of the truck	\$531.00	\$531.00	\$775.00	\$775.00		
	1	Steel Ranch Hand Head Rack with Heavy Duty Tubular rails, cut out for center window and designed cut out for tool box	\$729.00	\$729.00	\$520.00	\$520.00		
	1	Weatherguard Low Profile Tool Box	\$756.00	\$756.00	\$740.00	\$740.00		
		<b>SUBTOTAL</b> .....						
		<b>NET TOTAL</b> .....						
		<b>TERMS</b> .....						
		<b>DELIVERY</b> .....						

**RECOMMENDATION:**

Award: Bid 2017-12 to Tipton Motors Inc., the lowest bidder meeting specifications  
 \_\_\_\_\_  
 \_\_\_\_\_

Department: Solid Waste Management  
 Budgeted Amount Available: \$87,000  
 Additional Funds Required: \$0.00  
 Prepared By: Laura Olivarez, Administrative Assistant

**DISCLAIMER:**

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

# BID RECOMMENDATION FORM

Title: Purchase of One (1) 3/4 Ton Crew Cab Truck  
 Bid No.: 2017-12  
 Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Tipton Motors Inc Brownsville, Texas		Caldwell Country Chevrolet Caldwell, Texas		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
		OPTIONS						
14	1	One (1) Head Rack mounted Whelen Light Bar equipped with blue on the right side of the bar and amber on the left side of the bar; also light bar must be equipped with front, rear and side working lights; must be equipped with inside cab control module (Labeled)	\$1,730.00	\$1,730.00	\$3,980.00	\$3,980.00		
	1	Include Whelen ION LED lighthouse strobe lights mounted on the front outside of the Ranch Hand Brush Grille and on the rear factory installed bumper connected to the Light Control Module (Labeled)	\$478.00	\$478.00	\$1,010.00	\$1,010.00		
	1	Include Whelen High Intensity white strobe lights mounted in front headlights and in rear tail lights; connected to the Light Control Module (Labeled)	\$365.00	\$365.00	\$845.00	\$845.00		
<b>SUBTOTAL.....</b>			\$ 43,788.00	\$ 43,788.00	\$51,341.00	\$ 51,341.00		
<b>NET TOTAL.....</b>								
<b>TERMS.....</b>								
<b>DELIVERY.....</b>			90-120 Days		120 Days			

**RECOMMENDATION:**

Award: Bid 2017-12 to Tipton Motors Inc., the lowest bidder meeting specifications  
 \_\_\_\_\_  
 \_\_\_\_\_

Department: Solid Waste Management  
 Budgeted Amount Available: \$87,000  
 Additional Funds Required: \$0.00  
 Prepared By: Laura Olivarez, Administrative Assistant

**DISCLAIMER:**

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

# BID RECOMMENDATION FORM

Title: Purchase of One (1) 3/4 Ton Super Cab Truck  
 Bid No.: 2017-13  
 Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Tipton Motors Inc. Brownsville, Texas		Caldwell Country Chevrolet Caldwell, Texas		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
16.1	1	One (1) F-250 4X2 Super Cab	\$32,838.00	\$32,838.00	\$36,775.00	\$36,775.00		
16.2	1	5 Yr. 100,000 Miles Warranty	\$2,895.00	\$2,895.00	\$2,316.00	\$2,316.00		
		OPTIONS						
14	1	1500 lb. Tommey Lift System mounted on rear box	\$3,350.00	\$3,350.00	\$3,385.00	\$3,385.00		
	1	4 Wheel Drive Package with Electronic Shift Control and 4 Wheel Drive Heavy Duty Suspension	\$3,461.00	\$3,461.00	\$3,575.00	\$3,575.00		
	1	Ranch Hand Steel Front Grille designed specific for the year, make and model of the truck	\$531.00	\$531.00	\$775.00	\$775.00		
	1	Steel Ranch Hand Head Rack with Heavy Duty Tubular rails, cut out for center window and designed cut out for tool box	\$729.00	\$729.00	\$520.00	\$520.00		
	1	Weatherguard Low Profile Tool Box	\$756.00	\$756.00	\$740.00	\$740.00		
<b>SUBTOTAL</b> .....								
<b>NET TOTAL</b> .....								
<b>TERMS</b> .....								
<b>DELIVERY</b> .....								

**RECOMMENDATION:**

Award: Bid 2017-13 to Tipton Motors Inc., the lowest bidder meeting specifications  
 \_\_\_\_\_  
 \_\_\_\_\_

Department: Solid Waste Management  
 Budgeted Amount Available: \$87,000  
 Additional Funds Required: \$0.00  
 Prepared By: Laura Olivarez, Administrative Assistant

**DISCLAIMER:**

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

# BID RECOMMENDATION FORM

Title: Purchase of One (1) 3/4 Ton Super Cab Truck  
 Bid No.: 2017-13  
 Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Tipton Motors Inc Brownsville, Texas		Caldwell Country Chevrolet Caldwell, Texas		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
		OPTIONS						
14	1	One (1) Head Rack mounted Whelen Light Bar equipped with blue on the right side of the bar and amber on the left side of the bar; also light bar must be equipped with front, rear and side working lights; must be equipped with inside cab control module (Labeled)	\$1,730.00	\$1,730.00	\$3,980.00	\$3,980.00		
	1	Include Whelen ION LED lighthouse strobe lights mounted on the front outside of the Ranch Hand Brush Grille and on the rear factory installed bumper connected to the Light Control Module (Labeled)	\$478.00	\$478.00	\$1,010.00	\$1,010.00		
	1	Include Whelen High Intensity white strobe lights mounted in front headlights and in rear tail lights; connected to the Light Control Module (Labeled)	\$365.00	\$365.00	\$845.00	\$845.00		
<b>SUBTOTAL</b> .....			\$ 43,027.00	\$ 43,027.00	\$49,796.00	\$ 49,796.00		
<b>NET TOTAL</b> .....								
<b>TERMS</b> .....								
<b>DELIVERY</b> .....			90-120 Days		120 Days			

**RECOMMENDATION:**

Award: Bid 2017-13 to Tipton Motors Inc., the lowest bidder meeting specifications  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department: Solid Waste Management  
 Budgeted Amount Available: \$87,000  
 Additional Funds Required: \$0.00  
 Prepared By: Laura Olivarez, Administrative Assistant

**DISCLAIMER:**

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



# DEPARTMENT OF SOLID WASTE MANAGEMENT



BID REQUEST



**PURCHASE OF ONE F-250**

Bid # 2017-12

BID DUE DATE: Monday, October 03, 2016

DUE TIME: 3:00 P.M., C.S.T.

8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540

Phone (956) 381-5635 • Fax (956) 292-2064

## 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, October 03, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2017-12 PURCHASE OF ONE F-250**

**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](http://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](mailto:lfuentes@cityofedinburg.com)**

If you have any questions or require additional information regarding this bid, please contact **Solid Waste Management at (956) 381-5635**.

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 ONE F-250 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 (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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.

**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.

### **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, 956-418-1895) 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](http://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 ONE F-250** 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.)

**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.

**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 7<sup>th</sup> 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](http://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](http://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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 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**

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  
BID FORM FOR  
PURCHASE OF ONE F-250**

**BID NO.** 2017 -12

**BID OPENING DATE:** Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **PURCHASE OF ONE F-250** 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.**

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> <b>BUYBOARD</b>	<input type="checkbox"/> <b>H-GAC</b>	<input type="checkbox"/> <b>TXMAS</b>	<input type="checkbox"/> <b>DEALER/LOCAL</b>
<input type="checkbox"/> <b>TX DIR</b>	<input type="checkbox"/> <b>TFC</b>	<input type="checkbox"/> <b>OTHER</b> _____	
<b>Specify</b>			
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF ONE F-250**

**BID NO. 2017 -12**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF ONE F-250.**

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF ONE F-250:**

**You are invited to submit a sealed bid for the PURCHASE OF ONE F-250 as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

INSTRUCTIONS	INITIAL
<p>The specifications herein describe the minimum acceptable features, colors and performance requirements for an F-250 truck the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.</p>	
	INITIAL
<p>All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b>, referencing applicable paragraph(s), and explained in detail on a separate page titled "<b>Exceptions</b>". Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b>. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	

	INITIAL		
<p><b>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids.</b> It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term <b>by signing the Bid; the bidder agrees that he had read and understood the instruction to bidders</b> and thereby agrees to all of the specifications and stipulations as listed.</p>			
<b>1. DETAILED SPECIFICATIONS</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE FOLLOWING SPECIFICATIONS SET FORTH THE SPECIFIC REQUIREMENTS FOR ONE (1) F-250 4X2 CREW CAB, WITH POWER DOORS AND WINDOWS, SHORT BED, 156 INCH WHEEL BASE (SWB), SRW REAR WHEEL DRIVE, 10,000 LBS GVWR; 2016 or CURRENT YEAR PRODUCTION MODEL, COMPLETE WITH ALL NECESSARY EQUIPMENT AND ACCESSORIES.			
<b>2. ENGINE AND COOLING SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE TRUCK SHALL BE EQUIPPED WITH A 6.7 LITER V8 TURBO DIESEL ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION WITH O/D. THE ENGINE SHALL MEET ALL APPLICABLE TEXAS EMISSIONS LAWS, HEAVY DUTY RADIATOR WITH COOLANT RECOVERY SYSTEM, 50% PERMANENT ANTIFREEZE SOLUTION TO BE USED AS COOLANT.			
<b>3. AXLES</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
GVWR SHALL MEET MINIMUM OF 10,000 LBS. AXLE RATIO SHALL BE 3.31:1 OR LOWEST AVAILABLE.			

<b>4. BRAKES</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
POWER ASSIST BRAKES, DISC TYPE FRONT, DRUM OR DISC TYPE REAR, DUAL SPLIT SYSTEM, WITH ABS ANTI-LOCK BRAKE SYSTEM. EMERGENCY BRAKE TO BE CABLE OPERATED.			
<b>5. ELECTRICAL SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE ELECTRICAL SYSTEM SHALL BE A 12-VOLT SYSTEM WITH 750 CCA MAINTENANCE FREE BATTERY AND DUAL ALTERNATORS WITH HIGHEST CHARGING CAPACITY.			
<b>6. FUEL TANK</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE VEHICLE SHALL HAVE A TANK SYSTEM WITH THE LARGEST CAPACITY AVAILABLE.			
<b>7. STEERING</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE VEHICLE SHALL BE EQUIPPED WITH INTEGRAL POWER STEERING.			
<b>8. SUSPENSION</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE SUSPENSION SHALL CONSIST OF HEAVY DUTY SHOCKS AND SPRINGS. CAB/CHASSIS SHALL BE EQUIPPED WITH FACTORY SUPPLIED FRONT AND REAR SWAY BARS.			

9. TRANSMISSION	YES	NO	Exception
THE TRANSMISSION SHALL BE AUTOMATIC, 6 SPEED WITH SELECTOR ON STEERING COLUMN.			
10. WHEELS AND TIRES	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH FIVE (5) STEEL WHEELS TO MEET GVWR RATING WITH FIVE (5) STEELBELTED RADIAL TIRES TO MEET 10,000 GVWR SPECS WITH A/T TREAD DESIGN. SPARE TIRE SHALL BE MOUNTED UNDER REAR OF VEHICLE WITH A FACTORY SUPPLIED HANGER. JACK AND LUG WRENCH SHALL BE SUPPLIED BY THE VENDOR.			
11. FACTORY CAB APPOINTMENTS	YES	NO	Exception
➤ FACTORY INSTALLED INTEGRAL HEATER/DEFROSTER WITH A/C.			
➤ BLACK RUBBER FLOOR MAT ON FLOOR OF SEATING AREA.			
➤ ADJUSTABLE HEAVY DUTY 40/20/40 SPLIT BENCH VINYL SEAT. SEAT AND INTERIOR TRIM SHALL BE A DARK GRAY COLOR.			
➤ VEHICLE SHALL BE EQUIPPED WITH LEFT AND RIGHT SUN VISORS.			
➤ ALL GAUGES TO BE MOUNTED AS AN INTEGRAL PART OF DASH. FACTORY OIL PRESSURE, VOLT METER, TEMPERATURE, AND FUEL GAUGES SHALL BE PROVIDED.			
➤ VEHICLE TO BE FURNISHED WITH ALL SAFETY ITEMS INCLUDING BRAKE AND EMISSION WARNING LAMPS.			
➤ FACTORY INSTALLED AM/FM RADIO, POWER POINT PLUG, AND DOME LAMP.			

➤ AIR BAGS FOR DRIVER AND PASSENGER.			
➤ TWO (2) SETS OF KEYS.			
➤ EMISSION WARRANTY: 5 YEAR/50,000 MILE WARRANTY			
<b>12. FACTORY EXTERIOR</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
➤ VEHICLE SHALL BE EQUIPPED WITH FACTORY INSTALLED LOW-MOUNT MANUAL TELESCOPING MIRRORS.			
➤ VEHICLE SHALL BE EQUIPPED WITH A FACTORY STANDARD FRONT BUMPER.			
➤ VEHICLE EXTERIOR SHALL BE PAINTED MANUFACTURER'S STANDARD WHITE.			
<b>13. TRUCK ADDITIONS</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE SUCCESSFUL BIDDER SHALL PROVIDE THE FOLLOWING ITEMS.			
➤ ONE (1) 5 LB ABC MARINE MOUNT TYPE FIRE EXTINGUISHER (SHIPPED LOOSE).			
➤ ONE (1) DOT APPROVED BACKUP ALARM WIRED TO BACKUP LIGHT SYSTEM.			
➤ ONE (1) DOT APPROVED FIRST AID KIT (SHIPPED LOOSE)			
➤ TRUCK BED MUST HAVE RHINO LINER OR LINE X HARD SHELL SPRAY ON LINER			
➤ DRIVER AND PASSANGER SIDE WINDOWS AND REAR WINDOW SHALL BE TINTED WITH DPS APPROVED WINDOW TREATMENT TINTS FOR UV PROTECTION OF OCCUPANTS			

<b>14. OPTIONAL ITEMS</b>		
THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:		
	<b>AVAILABLE</b>	<b>PRICE</b>
ONE (1) 1,500 lb TOMMEY LIFT SYSTEM MOUNTED ON REAR BOX		
OPTION TO ADD 4 WHEEL DRIVE PACKAGE WITH ELECTRONIC SHIFT CONTROL AND 4 WHEEL DRIVE HEAVY DUTY SUSPESION		
ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK		
ONE (1) STEEL RANCH HAND HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX		
ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX		
ONE (1) HEAD RACK MOUNTED WHELEN LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)		
INCLUDE WHELEN ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)		
INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)		

15. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.			
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY			
16. BID FORM			
Company Name:			
Printed Name of Person Submitting Bid:			
Street Address:			
County, State:			
Zip:			
Phone Number: (    )			
Fax Number: (    )			
E-mail Address:			

16.1	Item – One (1) F-250 4X2 Crew Cab	MAKE AND MODEL	\$
16.2	AVAILABLE EXTENDED WARRANTY(S)		
	___ YR	___ MILES	___ TYPE ___ COST
	___ YR	___ MILES	___ TYPE ___ COST
	___ YR	___ MILES	___ TYPE ___ COST
16.3	DELIVERY TIME AFTER AWARD IN DAYS		

**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:** \_\_\_\_\_



# DEPARTMENT OF SOLID WASTE MANAGEMENT



BID REQUEST



**PURCHASE OF ONE F-250**

Bid # 2017-13

BID DUE DATE: Monday, October 03, 2016

DUE TIME: 3:00 P.M., C.S.T.

8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540

Phone (956) 381-5635 • Fax (956) 292-2064

## 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, October 03, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2017-13 PURCHASE OF ONE F-250**

**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](http://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](mailto:lfuentes@cityofedinburg.com)**

If you have any questions or require additional information regarding this bid, please contact **Solid Waste Management** at (956) 381-5635.

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 ONE F-250 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 (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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.

**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.

### **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, 956-418-1895) 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](http://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 ONE F-250** 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.)

**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.

**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 7<sup>th</sup> 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](http://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](http://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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 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**

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  
BID FORM FOR  
PURCHASE OF ONE F-250**

**BID NO.** 2017 -13

**BID OPENING DATE:** Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **PURCHASE OF ONE F-250** 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.**

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> <b>BUYBOARD</b>	<input type="checkbox"/> <b>H-GAC</b>	<input type="checkbox"/> <b>TXMAS</b>	<input type="checkbox"/> <b>DEALER/LOCAL</b>
<input type="checkbox"/> <b>TX DIR</b>	<input type="checkbox"/> <b>TFC</b>	<input type="checkbox"/> <b>OTHER</b> _____	
<b>Specify</b>			
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF ONE F-250**

**BID NO. 2017 -13**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF ONE F-250.**

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF ONE F-250:**

**You are invited to submit a sealed bid for the PURCHASE OF ONE F-250 as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

INSTRUCTIONS	INITIAL
<p>The specifications herein describe the minimum acceptable features, colors and performance requirements for an F-250 truck the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.</p>	
	INITIAL
<p>All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b>, referencing applicable paragraph(s), and explained in detail on a separate page titled "<b>Exceptions</b>". Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b>. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	

	INITIAL		
<p><b>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids.</b> It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term <b>by signing the Bid; the bidder agrees that he had read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.</b></p>			
<b>1. DETAILED SPECIFICATIONS</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE FOLLOWING SPECIFICATIONS SET FORTH THE SPECIFIC REQUIREMENTS FOR ONE (1) F-250 4X2 SUPER CAB, WITH POWER DOORS AND WINDOWS, LONG BED, 158 INCH WHEEL BASE (LWB), SRW REAR WHEEL DRIVE, 10,000 LBS GVWR; 2016 or CURRENT YEAR PRODUCTION MODEL, COMPLETE WITH ALL NECESSARY EQUIPMENT AND ACCESSORIES.			
<b>2. ENGINE AND COOLING SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE TRUCK SHALL BE EQUIPPED WITH A 6.7 LITER V8 TURBO DIESEL ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION WITH O/D. THE ENGINE SHALL MEET ALL APPLICABLE TEXAS EMISSIONS LAWS, HEAVY DUTY RADIATOR WITH COOLANT RECOVERY SYSTEM, 50% PERMANENT ANTIFREEZE SOLUTION TO BE USED AS COOLANT.			
<b>3. AXLES</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
GVWR SHALL MEET MINIMUM OF 10,000 LBS. AXLE RATIO SHALL BE 3.31:1 OR LOWEST AVAILABLE.			

<b>4. BRAKES</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
POWER ASSIST BRAKES, DISC TYPE FRONT, DRUM OR DISC TYPE REAR, DUAL SPLIT SYSTEM, WITH ABS ANTI-LOCK BRAKE SYSTEM. EMERGENCY BRAKE TO BE CABLE OPERATED.			
<b>5. ELECTRICAL SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE ELECTRICAL SYSTEM SHALL BE A 12-VOLT SYSTEM WITH 750 CCA MAINTENANCE FREE BATTERY AND DUAL ALTERNATORS WITH HIGHEST CHARGING CAPACITY.			
<b>6. FUEL TANK</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE VEHICLE SHALL HAVE A TANK SYSTEM WITH THE LARGEST CAPACITY AVAILABLE.			
<b>7. STEERING</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE VEHICLE SHALL BE EQUIPPED WITH INTEGRAL POWER STEERING.			
<b>8. SUSPENSION</b>	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE SUSPENSION SHALL CONSIST OF HEAVY DUTY SHOCKS AND SPRINGS. CAB/CHASSIS SHALL BE EQUIPPED WITH FACTORY SUPPLIED FRONT AND REAR SWAY BARS.			

9. TRANSMISSION	YES	NO	Exception
THE TRANSMISSION SHALL BE AUTOMATIC, 6 SPEED WITH SELECTOR ON STEERING COLUMN.			
10. WHEELS AND TIRES	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH FIVE (5) STEEL WHEELS TO MEET GVWR RATING WITH FIVE (5) STEELBELTED RADIAL TIRES TO MEET 10,000 GVWR SPECS WITH A/T TREAD DESIGN. SPARE TIRE SHALL BE MOUNTED UNDER REAR OF VEHICLE WITH A FACTORY SUPPLIED HANGER. JACK AND LUG WRENCH SHALL BE SUPPLIED BY THE VENDOR.			
11. FACTORY CAB APPOINTMENTS	YES	NO	Exception
➤ FACTORY INSTALLED INTEGRAL HEATER/DEFROSTER WITH A/C.			
➤ BLACK RUBBER FLOOR MAT ON FLOOR OF SEATING AREA.			
➤ ADJUSTABLE HEAVY DUTY 40/20/40 SPLIT BENCH VINYL SEAT. SEAT AND INTERIOR TRIM SHALL BE A DARK GRAY COLOR.			
➤ VEHICLE SHALL BE EQUIPPED WITH LEFT AND RIGHT SUN VISORS.			
➤ ALL GAUGES TO BE MOUNTED AS AN INTEGRAL PART OF DASH. FACTORY OIL PRESSURE, VOLT METER, TEMPERATURE, AND FUEL GAUGES SHALL BE PROVIDED.			
➤ VEHICLE TO BE FURNISHED WITH ALL SAFETY ITEMS INCLUDING BRAKE AND EMISSION WARNING LAMPS.			
➤ FACTORY INSTALLED AM/FM RADIO, POWER POINT PLUG, AND DOME LAMP.			

	YES	NO	Exception
➤ AIR BAGS FOR DRIVER AND PASSENGER.			
➤ TWO (2) SETS OF KEYS.			
➤ EMISSION WARRANTY: 5 YEAR/50,000 MILE WARRANTY			
12. FACTORY EXTERIOR	YES	NO	Exception
➤ VEHICLE SHALL BE EQUIPPED WITH FACTORY INSTALLED LOW-MOUNT MANUAL TELESCOPING MIRRORS.			
➤ VEHICLE SHALL BE EQUIPPED WITH A FACTORY STANDARD FRONT AND REAR BUMPER.			
➤ VEHICLE EXTERIOR SHALL BE PAINTED MANUFACTURER'S STANDARD WHITE.			
13. TRUCK ADDITIONS	YES	NO	Exception
THE SUCCESSFUL BIDDER SHALL PROVIDE THE FOLLOWING ITEMS.			
➤ ONE (1) 5 LB ABC MARINE MOUNT TYPE FIRE EXTINGUISHER (SHIPPED LOOSE).			
➤ ONE (1) DOT APPROVED BACKUP ALARM WIRED TO BACKUP LIGHT SYSTEM.			
➤ ONE (1) DOT APPROVED FIRST AID KIT (SHIPPED LOOSE)			
➤ TRUCK BED MUST HAVE RHINO LINER OR LINE X HARD SHELL SPRAY ON LINER			
➤ DRIVER AND PASSANGER SIDE WINDOWS AND REAR WINDOW SHALL BE TINTED WITH DPS APPROVED WINDOW TREATMENT TINTS FOR UV PROTECTION OF OCCUPANTS			

<b>14. OPTIONAL ITEMS</b>		
THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:		
	<b>AVAILABLE</b>	<b>PRICE</b>
ONE (1) 1,500 lb TOMMEY LIFT SYSTEM MOUNTED ON REAR BOX		
OPTION TO ADD 4 WHEEL DRIVE PACKAGE WITH ELECTRONIC SHIFT CONTROL AND 4 WHEEL DRIVE HEAVY DUTY SUSPESION		
ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK		
ONE (1) STEEL RANCH HAND HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX		
ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX		
ONE (1) HEAD RACK MOUNTED WHELEN LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)		
INCLUDE WHELEN ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)		
INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)		

15. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.			
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY			
16. BID FORM			
Company Name:			
Printed Name of Person Submitting Bid:			
Street Address:			
County, State:			
Zip:			
Phone Number: (    )			
Fax Number: (    )			
E-mail Address:			

16.1	Item – One (1) F-250 4X2 Super Cab	MAKE AND MODEL	\$
16.2	AVAILABLE EXTENDED WARRANTY(S)		
	___ YR ___ MILES ___ TYPE ___ COST		
	___ YR ___ MILES ___ TYPE ___ COST		
	___ YR ___ MILES ___ TYPE ___ COST		
16.3	DELIVERY TIME AFTER AWARD IN DAYS		

*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:** \_\_\_\_\_

Copy

**CITY OF EDINBURG  
BID FORM FOR  
PURCHASE OF ONE F-250**

BID NO. 2017 -12

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for PURCHASE OF ONE F-250 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.

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input checked="" type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER _____	
		Specify	
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF ONE F-250**

**BID NO. 2017 -12 \_\_\_\_\_**

**BID OPENING DATE: Monday, October 03, 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 **PURCHASE OF ONE F-250.**

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF ONE F-250:**

**You are invited to submit a sealed bid for the PURCHASE OF ONE F-250 as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

<b>INSTRUCTIONS</b>	INITIAL 
<p>The specifications herein describe the minimum acceptable features, colors and performance requirements for an F-250 truck the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.</p>	
	INITIAL 
<p>All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b>, referencing applicable paragraph(s), and explained in detail on a separate page titled <b>"Exceptions"</b>. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b>. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	

INITIAL

The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term **by signing the Bid; the bidder agrees that he had read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.**

1. DETAILED SPECIFICATIONS	YES	NO	Exception
THE FOLLOWING SPECIFICATIONS SET FORTH THE SPECIFIC REQUIREMENTS FOR ONE (1) F-250 4X2 CREW CAB, WITH POWER DOORS AND WINDOWS, SHORT BED, 156 INCH WHEEL BASE (SWB), SRW REAR WHEEL DRIVE, 10,000 LBS GVWR; 2016 or CURRENT YEAR PRODUCTION MODEL, COMPLETE WITH ALL NECESSARY EQUIPMENT AND ACCESSORIES.	✓		
2. ENGINE AND COOLING SYSTEM	YES	NO	Exception
THE TRUCK SHALL BE EQUIPPED WITH A 6.7 LITER V8 TURBO DIESEL ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION WITH O/D. THE ENGINE SHALL MEET ALL APPLICABLE TEXAS EMISSIONS LAWS, HEAVY DUTY RADIATOR WITH COOLANT RECOVERY SYSTEM, 50% PERMANENT ANTIFREEZE SOLUTION TO BE USED AS COOLANT.	✓		
3. AXLES	YES	NO	Exception
GVWR SHALL MEET MINIMUM OF 10,000 LBS. AXLE RATIO SHALL BE 3.31:1 OR LOWEST AVAILABLE.	✓		

4. BRAKES	YES	NO	Exception
POWER ASSIST BRAKES, DISC TYPE FRONT, DRUM OR DISC TYPE REAR, DUAL SPLIT SYSTEM, WITH ABS ANTI-LOCK BRAKE SYSTEM. EMERGENCY BRAKE TO BE CABLE OPERATED.	✓		
5. ELECTRICAL SYSTEM	YES	NO	Exception
THE ELECTRICAL SYSTEM SHALL BE A 12-VOLT SYSTEM WITH 750 CCA MAINTENANCE FREE BATTERY AND DUAL ALTERNATORS WITH HIGHEST CHARGING CAPACITY.	✓		
6. FUEL TANK	YES	NO	Exception
THE VEHICLE SHALL HAVE A TANK SYSTEM WITH THE LARGEST CAPACITY AVAILABLE.	✓		
7. STEERING	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH INTEGRAL POWER STEERING.	✓		
8. SUSPENSION	YES	NO	Exception
THE SUSPENSION SHALL CONSIST OF HEAVY DUTY SHOCKS AND SPRINGS. CAB/CHASSIS SHALL BE EQUIPPED WITH FACTORY SUPPLIED FRONT AND REAR SWAY BARS.	✓		

9. TRANSMISSION	YES	NO	Exception
THE TRANSMISSION SHALL BE AUTOMATIC, 6 SPEED WITH SELECTOR ON STEERING COLUMN.	✓		
10. WHEELS AND TIRES	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH FIVE (5) STEEL WHEELS TO MEET GVWR RATING WITH FIVE (5) STEELBELTED RADIAL TIRES TO MEET 10,000 GVWR SPECS WITH A/T TREAD DESIGN. SPARE TIRE SHALL BE MOUNTED UNDER REAR OF VEHICLE WITH A FACTORY SUPPLIED HANGER. JACK AND LUG WRENCH SHALL BE SUPPLIED BY THE VENDOR.	✓		
11. FACTORY CAB APPOINTMENTS	YES	NO	Exception
➤ FACTORY INSTALLED INTEGRAL HEATER/DEFROSTER WITH A/C.	✓		
➤ BLACK RUBBER FLOOR MAT ON FLOOR OF SEATING AREA.	✓		
➤ ADJUSTABLE HEAVY DUTY 40/20/40 SPLIT BENCH VINYL SEAT. SEAT AND INTERIOR TRIM SHALL BE A DARK GRAY COLOR.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH LEFT AND RIGHT SUN VISORS.	✓		
➤ ALL GAUGES TO BE MOUNTED AS AN INTEGRAL PART OF DASH. FACTORY OIL PRESSURE, VOLT METER, TEMPERATURE, AND FUEL GAUGES SHALL BE PROVIDED.	✓		
➤ VEHICLE TO BE FURNISHED WITH ALL SAFETY ITEMS INCLUDING BRAKE AND EMISSION WARNING LAMPS.	✓		
➤ FACTORY INSTALLED AM/FM RADIO, POWER POINT PLUG, AND DOME LAMP.	✓		

➤ AIR BAGS FOR DRIVER AND PASSENGER.	✓		
➤ TWO (2) SETS OF KEYS.	✓		
➤ EMISSION WARRANTY: 5 YEAR/50,000 MILE WARRANTY	✓		
<b>12. FACTORY EXTERIOR</b>			
➤ VEHICLE SHALL BE EQUIPPED WITH FACTORY INSTALLED LOW-MOUNT MANUAL TELESCOPING MIRRORS.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH A FACTORY STANDARD FRONT BUMPER.	✓		
➤ VEHICLE EXTERIOR SHALL BE PAINTED MANUFACTURER'S STANDARD WHITE.	✓		
<b>13. TRUCK ADDITIONS</b>			
THE SUCCESSFUL BIDDER SHALL PROVIDE THE FOLLOWING ITEMS.	✓		
➤ ONE (1) 5 LB ABC MARINE MOUNT TYPE FIRE EXTINGUISHER (SHIPPED LOOSE).	✓		
➤ ONE (1) DOT APPROVED BACKUP ALARM WIRED TO BACKUP LIGHT SYSTEM.	✓		
➤ ONE (1) DOT APPROVED FIRST AID KIT (SHIPPED LOOSE)	✓		
➤ TRUCK BED MUST HAVE RHINO LINER OR LINE X HARD SHELL SPRAY ON LINER	✓		
➤ DRIVER AND PASSANGER SIDE WINDOWS AND REAR WINDOW SHALL BE TINTED WITH DPS APPROVED WINDOW TREATMENT TINTS FOR UV PROTECTION OF OCCUPANTS	✓		

14. OPTIONAL ITEMS		
THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:		
	AVAILABLE	PRICE
ONE (1) 1,500 lb TOMMEY LIFT SYSTEM MOUNTED ON REAR BOX	✓	3,350
OPTION TO ADD 4 WHEEL DRIVE PACKAGE WITH ELECTRONIC SHIFT CONTROL AND 4 WHEEL DRIVE HEAVY DUTY SUSPESION	✓	2,357
ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	✓	531
ONE (1) STEEL RANCH HAND HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	✓	729
ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	✓	756
ONE (1) HEAD RACK MOUNTED WHELEN LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	✓	1,730
INCLUDE WHELEN ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	478
INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	365

15. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.	✓		
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY	✓		
16. BID FORM	✓		

Company Name: *Tipton Motors, Inc.*

Printed Name of Person Submitting Bid: *Dennis Thomas*

Street Address: *3840 N Expressway*

County, State: *Cameron, Tx.*

Zip: *78526*

Phone Number: *956 350-5600*

Fax Number: *956 350-6093*

E-mail Address: *dennisT@tiptonmotors.com*

16.1	Item – One (1) F-250 4X2 Crew Cab	MAKE AND MODEL <i>Ford F-250</i>	\$ <i>33,947</i>
16.2	AVAILABLE EXTENDED WARRANTY(S)		<i>36,842</i>
	<i>5</i> YR <i>100,000</i> MILES <i>Premium Care</i> TYPE <i>2895<sup>00</sup></i> COST		
	___ YR ___ MILES ___ TYPE ___ COST		
	___ YR ___ MILES ___ TYPE ___ COST		
16.3	DELIVERY TIME AFTER AWARD IN DAYS	<i>90-120 days</i>	<i>43,788</i>

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 3 day of October, 2016.

SIGNATURE:

*Dennis Thomas*

TYPE/PRINT NAME:

*Dennis Thomas*

TITLE:

*Fleet Manager*

COMPANY:

*Tipton Motors, Inc.*

ADDRESS:

*3840 N Expressway*  
*Brownsville, TX 78526*

TELEPHONE NO.:

*956 358-5600*

FAX NO.:

*956 350-6093*

EMAIL:

*denna157@tiptonmotors.com*

**CITY OF EDINBURG  
BID FORM FOR  
PURCHASE OF ONE F-250**

BID NO. 2017 -12

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for PURCHASE OF ONE F-250 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.

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input checked="" type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER _____	
		Specify	
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF ONE F-250**

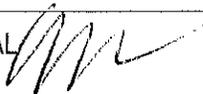
BID NO. 2017 -12

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

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**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF ONE F-250:**

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<b>INSTRUCTIONS</b>	INITIAL 
The specifications herein describe the minimum acceptable features, colors and performance requirements for an F-250 truck the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL 
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b> , referencing applicable paragraph(s), and explained in detail on a separate page titled <b>"Exceptions"</b> . Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b> . Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	

INITIAL *KE*

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1. DETAILED SPECIFICATIONS	YES	NO	Exception
<p>THE FOLLOWING SPECIFICATIONS SET FORTH THE SPECIFIC REQUIREMENTS FOR ONE (1) F-250 4X2 CREW CAB, WITH POWER DOORS AND WINDOWS, SHORT BED, 156 INCH WHEEL BASE (SWB), SRW REAR WHEEL DRIVE, 10,000 LBS GVWR; 2016 or CURRENT YEAR PRODUCTION MODEL, COMPLETE WITH ALL NECESSARY EQUIPMENT AND ACCESSORIES.</p>	✓		<i>chevrolet</i>
2. ENGINE AND COOLING SYSTEM	YES	NO	Exception
<p>THE TRUCK SHALL BE EQUIPPED WITH A 6.7 LITER V8 TURBO DIESEL ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION WITH O/D. THE ENGINE SHALL MEET ALL APPLICABLE TEXAS EMISSIONS LAWS, HEAVY DUTY RADIATOR WITH COOLANT RECOVERY SYSTEM, 50% PERMANENT ANTIFREEZE SOLUTION TO BE USED AS COOLANT.</p>	✓		<i>duramax diesel</i> <i>ALLISON AUTOMATIC</i>
3. AXLES	YES	NO	Exception
<p>GVWR SHALL MEET MINIMUM OF 10,000 LBS. AXLE RATIO SHALL BE 3.31:1 OR LOWEST AVAILABLE.</p>	✓		

4. BRAKES	YES	NO	Exception
POWER ASSIST BRAKES, DISC TYPE FRONT, DRUM OR DISC TYPE REAR, DUAL SPLIT SYSTEM, WITH ABS ANTI-LOCK BRAKE SYSTEM. EMERGENCY BRAKE TO BE CABLE OPERATED.	✓		
5. ELECTRICAL SYSTEM	YES	NO	Exception
THE ELECTRICAL SYSTEM SHALL BE A 12-VOLT SYSTEM WITH 750 CCA MAINTENANCE FREE BATTERY AND DUAL ALTERNATORS WITH HIGHEST CHARGING CAPACITY.	✓		
6. FUEL TANK	YES	NO	Exception
THE VEHICLE SHALL HAVE A TANK SYSTEM WITH THE LARGEST CAPACITY AVAILABLE.	✓		
7. STEERING	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH INTEGRAL POWER STEERING.	✓		
8. SUSPENSION	YES	NO	Exception
THE SUSPENSION SHALL CONSIST OF HEAVY DUTY SHOCKS AND SPRINGS. CAB/CHASSIS SHALL BE EQUIPPED WITH FACTORY SUPPLIED FRONT AND REAR SWAY BARS.	✓		

9. TRANSMISSION	YES	NO	Exception
THE TRANSMISSION SHALL BE AUTOMATIC, 6 SPEED WITH SELECTOR ON STEERING COLUMN.	✓		
10. WHEELS AND TIRES	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH FIVE (5) STEEL WHEELS TO MEET GVWR RATING WITH FIVE (5) STEELBELTED RADIAL TIRES TO MEET 10,000 GVWR SPECS WITH A/T TREAD DESIGN. SPARE TIRE SHALL BE MOUNTED UNDER REAR OF VEHICLE WITH A FACTORY SUPPLIED HANGER. JACK AND LUG WRENCH SHALL BE SUPPLIED BY THE VENDOR.	✓		
11. FACTORY CAB APPOINTMENTS	YES	NO	Exception
➤ FACTORY INSTALLED INTEGRAL HEATER/DEFROSTER WITH A/C.	✓		
➤ BLACK RUBBER FLOOR MAT ON FLOOR OF SEATING AREA.	✓		
➤ ADJUSTABLE HEAVY DUTY 40/20/40 SPLIT BENCH VINYL SEAT. SEAT AND INTERIOR TRIM SHALL BE A DARK GRAY COLOR.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH LEFT AND RIGHT SUN VISORS.	✓		
➤ ALL GAUGES TO BE MOUNTED AS AN INTEGRAL PART OF DASH. FACTORY OIL PRESSURE, VOLT METER, TEMPERATURE, AND FUEL GAUGES SHALL BE PROVIDED.	✓		
➤ VEHICLE TO BE FURNISHED WITH ALL SAFETY ITEMS INCLUDING BRAKE AND EMISSION WARNING LAMPS.	✓		
➤ FACTORY INSTALLED AM/FM RADIO, POWER POINT PLUG, AND DOME LAMP.	✓		

➤ AIR BAGS FOR DRIVER AND PASSENGER.	✓		
➤ TWO (2) SETS OF KEYS.	✓		
➤ EMISSION WARRANTY: 5 YEAR/50,000 MILE WARRANTY	✓		
<b>12. FACTORY EXTERIOR</b>			
	<b>YES</b>	<b>NO</b>	<b>Exception</b>
➤ VEHICLE SHALL BE EQUIPPED WITH FACTORY INSTALLED LOW-MOUNT MANUAL TELESCOPING MIRRORS.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH A FACTORY STANDARD FRONT BUMPER.	✓		
➤ VEHICLE EXTERIOR SHALL BE PAINTED MANUFACTURER'S STANDARD WHITE.	✓		
<b>13. TRUCK ADDITIONS</b>			
	<b>YES</b>	<b>NO</b>	<b>Exception</b>
THE SUCCESSFUL BIDDER SHALL PROVIDE THE FOLLOWING ITEMS.	✓		
➤ ONE (1) 5 LB ABC MARINE MOUNT TYPE FIRE EXTINGUISHER (SHIPPED LOOSE).	✓		
➤ ONE (1) DOT APPROVED BACKUP ALARM WIRED TO BACKUP LIGHT SYSTEM.	✓		
➤ ONE (1) DOT APPROVED FIRST AID KIT (SHIPPED LOOSE)	✓		
➤ TRUCK BED MUST HAVE RHINO LINER OR LINE X HARD SHELL SPRAY ON LINER	✓		
➤ DRIVER AND PASSANGER SIDE WINDOWS AND REAR WINDOW SHALL BE TINTED WITH DPS APPROVED WINDOW TREATMENT TINTS FOR UV PROTECTION OF OCCUPANTS	✓		

**14. OPTIONAL ITEMS**

THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:

	AVAILABLE	PRICE
ONE (1) 1,500 lb TOMMEY LIFT SYSTEM MOUNTED ON REAR BOX	✓	\$ 3,385
OPTION TO ADD 4 WHEEL DRIVE PACKAGE WITH ELECTRONIC SHIFT CONTROL AND 4 WHEEL DRIVE HEAVY DUTY SUSPESION	✓	\$ 3,575
ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	✓	\$ 775
ONE (1) STEEL RANCH HAND HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	✓	\$ 520
ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	✓	\$ 740
ONE (1) HEAD RACK MOUNTED WHELEN LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	✓	\$ 3,980
INCLUDE WHELEN ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	\$ 1,010
INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	\$ 845

15. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.	✓		
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY	✓		
16. BID FORM			

Company Name: Caldwell Country Chevrolet

Printed Name of Person Submitting Bid: Averyt Knapp *AK*

Street Address: PO BOX 27

County, State: Caldwell, TX

Zip: 77036

Phone Number: ( ) 979-567-6116

Fax Number: ( ) 979-567-0853

E-mail Address: *aknapp@caldwellcountry.com*

16.1	Item – One (1) F-250 4X2 Crew Cab	MAKE AND MODEL Chevrolet 3500 HD Silverado 4x2 Power windows CB35743	\$ 37,580
16.2	AVAILABLE EXTENDED WARRANTY(S)		
2ND	<u>5</u> YR <u>100,000</u> MILES <u>MAJOR GUARD</u> TYPE <u>\$0 ded.</u> COST		\$2316.00
2ND	<u>5</u> YR <u>100,000</u> MILES <u>MAJOR GUARD</u> TYPE <u>\$100. ded</u> COST		\$1,949.00
4ND	<u>5</u> YR <u>100,000</u> MILES <u>MAJOR GUARD</u> TYPE <u>\$0 ded.</u> COST		\$2316.00
16.3	DELIVERY TIME AFTER AWARD IN DAYS	120	

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 30 day of September, 2016.

SIGNATURE:

[Signature]

TYPE/PRINT NAME:

Avery F Knapp

TITLE:

Fleet Director

COMPANY:

Caldwell Country Chevrolet

ADDRESS:

PO Box 27

Caldwell, TX 77836

TELEPHONE NO.:

979-567-6116

FAX NO.:

979-567-0853

EMAIL:

aknapp@caldwellcountry.com

# THE CITY OF EDINBURG

## INVITATION TO BID ADDENDUM NUMBER ONE (1)

DATE: SEPTEMBER 23, 2016  
RE: BID NO. 2017-12 – PURCHASE OF ONE F-250 CREW CAB TRUCK  
OWNER: CITY OF EDINBURG  
TO: ALL BIDDERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO  
THE CITY OF EDINBURG

BID OPENING DATE: OCTOBER 03, 2016 @ 3:00 P.M.

All Addenda issued in respect to this project shall be considered official changes to the original bid documents and shall become a part of the Contract documents.

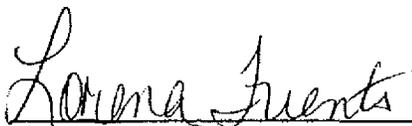
### SPECIFICATIONS ADDENDUM ITEM AS SPECIFIED BELOW:

1. Whereas in the original bid documents titled **PURCHASE OF ONE F-250 CREW CAB TRUCK**, the title shall be revised to read **PURCHASE OF ONE ¾ TON CREW CAB TRUCK**; and whereas anywhere in the bid documents **F-250** is used, its meaning hereinafter shall refer to a **¾ TON TRUCK** as specified.
2. **PAGE 17, ITEM NUMBER 14. OPTIONAL ITEMS** shall be **REVISED** to read as follows.

ONE (1) HEAD RACK MOUNTED WHELEN LIBERTY LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)

INCLUDE WHELEN AMBER/BLUE SPLIT ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes, Purchasing Agent at (956) 388-1895.

  
Lorena Fuentes, Purchasing Agent



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111



COPY

CITY OF EDINBURG  
BID FORM FOR  
PURCHASE OF ONE F-250

BID NO. 2017 -13

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for PURCHASE OF ONE F-250 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.

CHECK ONE			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input checked="" type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER _____	
		Specify	
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF ONE F-250**

BID NO. 2017 -13

BID OPENING DATE: Monday, October 03, 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 PURCHASE OF ONE F-250.

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF ONE F-250:**

You are invited to submit a sealed bid for the PURCHASE OF ONE F-250 as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.

<b>INSTRUCTIONS</b>	INITIAL 
The specifications herein describe the minimum acceptable features, colors and performance requirements for an F-250 truck the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL 
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b> , referencing applicable paragraph(s), and explained in detail on a separate page titled <b>"Exceptions"</b> . Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b> . Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	

			INITIAL
<p><b>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids.</b> It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term <b>by signing the Bid; the bidder agrees that he had read and understood the instruction to bidders</b> and thereby agrees to all of the specifications and stipulations as listed.</p>			
1. DETAILED SPECIFICATIONS	YES	NO	Exception
<p>THE FOLLOWING SPECIFICATIONS SET FORTH THE SPECIFIC REQUIREMENTS FOR ONE (1) F-250 4X2 SUPER CAB, WITH POWER DOORS AND WINDOWS, LONG BED, 158 INCH WHEEL BASE (LWB), SRW REAR WHEEL DRIVE, 10,000 LBS GVWR; 2016 or CURRENT YEAR PRODUCTION MODEL, COMPLETE WITH ALL NECESSARY EQUIPMENT AND ACCESSORIES.</p>	✓		<i>164 wheelbase</i>
2. ENGINE AND COOLING SYSTEM	YES	NO	Exception
<p>THE TRUCK SHALL BE EQUIPPED WITH A 6.7 LITER V8 TURBO DIESEL ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION WITH O/D. THE ENGINE SHALL MEET ALL APPLICABLE TEXAS EMISSIONS LAWS, HEAVY DUTY RADIATOR WITH COOLANT RECOVERY SYSTEM, 50% PERMANENT ANTIFREEZE SOLUTION TO BE USED AS COOLANT.</p>	✓		
3. AXLES	YES	NO	Exception
<p>GVWR SHALL MEET MINIMUM OF 10,000 LBS. AXLE RATIO SHALL BE 3.31:1 OR LOWEST AVAILABLE.</p>	✓		

4. BRAKES	YES	NO	Exception
POWER ASSIST BRAKES, DISC TYPE FRONT, DRUM OR DISC TYPE REAR, DUAL SPLIT SYSTEM, WITH ABS ANTI-LOCK BRAKE SYSTEM. EMERGENCY BRAKE TO BE CABLE OPERATED.	✓		
5. ELECTRICAL SYSTEM	YES	NO	Exception
THE ELECTRICAL SYSTEM SHALL BE A 12-VOLT SYSTEM WITH 750 CCA MAINTENANCE FREE BATTERY AND DUAL ALTERNATORS WITH HIGHEST CHARGING CAPACITY.	✓		
6. FUEL TANK	YES	NO	Exception
THE VEHICLE SHALL HAVE A TANK SYSTEM WITH THE LARGEST CAPACITY AVAILABLE.	✓		
7. STEERING	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH INTEGRAL POWER STEERING.	✓		
8. SUSPENSION	YES	NO	Exception
THE SUSPENSION SHALL CONSIST OF HEAVY DUTY SHOCKS AND SPRINGS. CAB/CHASSIS SHALL BE EQUIPPED WITH FACTORY SUPPLIED FRONT AND REAR SWAY BARS.	✓		

9. TRANSMISSION	YES	NO	Exception
THE TRANSMISSION SHALL BE AUTOMATIC, 6 SPEED WITH SELECTOR ON STEERING COLUMN.	✓		
10. WHEELS AND TIRES	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH FIVE (5) STEEL WHEELS TO MEET GVWR RATING WITH FIVE (5) STEELBELTED RADIAL TIRES TO MEET 10,000 GVWR SPECS WITH A/T TREAD DESIGN. SPARE TIRE SHALL BE MOUNTED UNDER REAR OF VEHICLE WITH A FACTORY SUPPLIED HANGER. JACK AND LUG WRENCH SHALL BE SUPPLIED BY THE VENDOR.	✓		
11. FACTORY CAB APPOINTMENTS	YES	NO	Exception
➤ FACTORY INSTALLED INTEGRAL HEATER/DEFROSTER WITH A/C.	✓		
➤ BLACK RUBBER FLOOR MAT ON FLOOR OF SEATING AREA.	✓		
➤ ADJUSTABLE HEAVY DUTY 40/20/40 SPLIT BENCH VINYL SEAT. SEAT AND INTERIOR TRIM SHALL BE A DARK GRAY COLOR.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH LEFT AND RIGHT SUN VISORS.	✓		
➤ ALL GAUGES TO BE MOUNTED AS AN INTEGRAL PART OF DASH. FACTORY OIL PRESSURE, VOLT METER, TEMPERATURE, AND FUEL GAUGES SHALL BE PROVIDED.	✓		
➤ VEHICLE TO BE FURNISHED WITH ALL SAFETY ITEMS INCLUDING BRAKE AND EMISSION WARNING LAMPS.	✓		
➤ FACTORY INSTALLED AM/FM RADIO, POWER POINT PLUG, AND DOME LAMP.	✓		

	YES	NO	Exception
➤ AIR BAGS FOR DRIVER AND PASSENGER.	✓		
➤ TWO (2) SETS OF KEYS.	✓		
➤ EMISSION WARRANTY: 5 YEAR/50,000 MILE WARRANTY	✓		
12. FACTORY EXTERIOR	YES	NO	Exception
➤ VEHICLE SHALL BE EQUIPPED WITH FACTORY INSTALLED LOW-MOUNT MANUAL TELESCOPING MIRRORS.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH A FACTORY STANDARD FRONT AND REAR BUMPER.	✓		
➤ VEHICLE EXTERIOR SHALL BE PAINTED MANUFACTURER'S STANDARD WHITE.	✓		
13. TRUCK ADDITIONS	YES	NO	Exception
THE SUCCESSFUL BIDDER SHALL PROVIDE THE FOLLOWING ITEMS.	✓		
➤ ONE (1) 5 LB ABC MARINE MOUNT TYPE FIRE EXTINGUISHER (SHIPPED LOOSE).	✓		
➤ ONE (1) DOT APPROVED BACKUP ALARM WIRED TO BACKUP LIGHT SYSTEM.	✓		
➤ ONE (1) DOT APPROVED FIRST AID KIT (SHIPPED LOOSE)	✓		
➤ TRUCK BED MUST HAVE RHINO LINER OR LINE X HARD SHELL SPRAY ON LINER	✓		
➤ DRIVER AND PASSANGER SIDE WINDOWS AND REAR WINDOW SHALL BE TINTED WITH DPS APPROVED WINDOW TREATMENT TINTS FOR UV PROTECTION OF OCCUPANTS	✓		

14. OPTIONAL ITEMS		
THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:		
	AVAILABLE	PRICE
ONE (1) 1,500 lb TOMMEY LIFT SYSTEM MOUNTED ON REAR BOX	✓	<del>3,350<sup>00</sup></del>
OPTION TO ADD 4 WHEEL DRIVE PACKAGE WITH ELECTRONIC SHIFT CONTROL AND 4 WHEEL DRIVE HEAVY DUTY SUSPESION	✓	3,461 <sup>00</sup> ✓
ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	✓	531 <sup>00</sup> ✓
ONE (1) STEEL RANCH HAND HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	✓	729 <sup>00</sup> ✓
ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	✓	<del>756<sup>00</sup></del>
ONE (1) HEAD RACK MOUNTED WHELEN LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	✓	1730 <sup>00</sup> ✓
INCLUDE WHELEN ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	478 <sup>00</sup> ✓
INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	365 <sup>00</sup> ✓

15. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.	✓		
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY	✓		
16. BID FORM	✓		

Company Name: *Tipton Motors, Inc.*

Printed Name of Person Submitting Bid: *Dennis Thomas*

Street Address: *3840 N Expressway*

County, State: *Comerio, Texas*

Zip: *78526*

Phone Number: ~~936~~ *350-5600*

Fax Number: ~~936~~ *350-6093*

E-mail Address: *dennis@tiptonmotors.com*

16.1	Item – One (1) F-250 4X2 Super Cab	MAKE AND MODEL <i>Ford F250</i>	\$ <i>32,838<sup>00</sup></i>
16.2	AVAILABLE EXTENDED WARRANTY(S)		<i>35,733.00</i>
	<i>5</i> YR <i>100,000</i> MILES <i>Premium Care</i> TYPE <i>2895<sup>00</sup></i> COST		
	____ YR _____ MILES _____ TYPE _____ COST		
	____ YR _____ MILES _____ TYPE _____ COST		
16.3	DELIVERY TIME AFTER AWARD IN DAYS	<i>90-120 days</i>	

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 3 day of October, 2016.

SIGNATURE:

*Dennis Thome*

TYPE/PRINT NAME:

*Dennis Thome*

TITLE:

*Fleet Manager*

COMPANY:

*Tipton Motors, Inc.*

ADDRESS:

*3840 N Expressway  
Ploarsville, Tex 78526*

TELEPHONE NO.:

*956 350-5600*

FAX NO.:

*956 350-6093*

EMAIL:

*dennis.t@tiptonmotors.com*

**CITY OF EDINBURG  
BID FORM FOR  
PURCHASE OF ONE F-250**

BID NO. 2017 -13

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for PURCHASE OF ONE F-250 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.

<b><u>CHECK ONE</u></b>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input checked="" type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER _____	
		Specify	
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
PURCHASE OF ONE F-250**

BID NO. 2017 -13

BID OPENING DATE: Monday, October 03, 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 PURCHASE OF ONE F-250.

**GENERAL REQUIREMENTS AND AGREEMENT FOR THE PURCHASE OF ONE F-250:**

You are invited to submit a sealed bid for the PURCHASE OF ONE F-250 as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.

INSTRUCTIONS	INITIAL 
<p>The specifications herein describe the minimum acceptable features, colors and performance requirements for an F-250 truck the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.</p>	
	INITIAL 
<p>All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b>, referencing applicable paragraph(s), and explained in detail on a separate page titled "<u>Exceptions</u>". Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <u>exceptions</u> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <u>acceptable</u>. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	

INITIAL *AM*

The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term **by signing the Bid; the bidder agrees that he had read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.**

1. DETAILED SPECIFICATIONS	YES	NO	Exception
<p>THE FOLLOWING SPECIFICATIONS SET FORTH THE SPECIFIC REQUIREMENTS FOR ONE (1) F-250 4X2 SUPER CAB, WITH POWER DOORS AND WINDOWS, LONG BED, 158 INCH WHEEL BASE (LWB), SRW REAR WHEEL DRIVE, 10,000 LBS GVWR; 2016 or CURRENT YEAR PRODUCTION MODEL, COMPLETE WITH ALL NECESSARY EQUIPMENT AND ACCESSORIES.</p>	✓		<i>chevrolet</i>
2. ENGINE AND COOLING SYSTEM	YES	NO	Exception
<p>THE TRUCK SHALL BE EQUIPPED WITH A 6.7 LITER V8 TURBO DIESEL ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION WITH O/D. THE ENGINE SHALL MEET ALL APPLICABLE TEXAS EMISSIONS LAWS, HEAVY DUTY RADIATOR WITH COOLANT RECOVERY SYSTEM, 50% PERMANENT ANTIFREEZE SOLUTION TO BE USED AS COOLANT.</p>	✓		<i>6.6L Duramax w/ Allison auto</i>
3. AXLES	YES	NO	Exception
<p>GVWR SHALL MEET MINIMUM OF 10,000 LBS. AXLE RATIO SHALL BE 3.31:1 OR LOWEST AVAILABLE.</p>	✓		

4. BRAKES	YES	NO	Exception
POWER ASSIST BRAKES, DISC TYPE FRONT, DRUM OR DISC TYPE REAR, DUAL SPLIT SYSTEM, WITH ABS ANTI-LOCK BRAKE SYSTEM. EMERGENCY BRAKE TO BE CABLE OPERATED.	✓		
5. ELECTRICAL SYSTEM	YES	NO	Exception
THE ELECTRICAL SYSTEM SHALL BE A 12-VOLT SYSTEM WITH 750 CCA MAINTENANCE FREE BATTERY AND DUAL ALTERNATORS WITH HIGHEST CHARGING CAPACITY.	✓		
6. FUEL TANK	YES	NO	Exception
THE VEHICLE SHALL HAVE A TANK SYSTEM WITH THE LARGEST CAPACITY AVAILABLE.	✓		
7. STEERING	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH INTEGRAL POWER STEERING.	✓		
8. SUSPENSION	YES	NO	Exception
THE SUSPENSION SHALL CONSIST OF HEAVY DUTY SHOCKS AND SPRINGS. CAB/CHASSIS SHALL BE EQUIPPED WITH FACTORY SUPPLIED FRONT AND REAR SWAY BARS.	✓		

9. TRANSMISSION	YES	NO	Exception
THE TRANSMISSION SHALL BE AUTOMATIC, 6 SPEED WITH SELECTOR ON STEERING COLUMN.	✓		
10. WHEELS AND TIRES	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH FIVE (5) STEEL WHEELS TO MEET GVWR RATING WITH FIVE (5) STEELBELTED RADIAL TIRES TO MEET 10,000 GVWR SPECS WITH A/T TREAD DESIGN. SPARE TIRE SHALL BE MOUNTED UNDER REAR OF VEHICLE WITH A FACTORY SUPPLIED HANGER. JACK AND LUG WRENCH SHALL BE SUPPLIED BY THE VENDOR.	✓		
11. FACTORY CAB APPOINTMENTS	YES	NO	Exception
➤ FACTORY INSTALLED INTEGRAL HEATER/DEFROSTER WITH A/C.	✓		
➤ BLACK RUBBER FLOOR MAT ON FLOOR OF SEATING AREA.	✓		
➤ ADJUSTABLE HEAVY DUTY 40/20/40 SPLIT BENCH VINYL SEAT. SEAT AND INTERIOR TRIM SHALL BE A DARK GRAY COLOR.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH LEFT AND RIGHT SUN VISORS.	✓		
➤ ALL GAUGES TO BE MOUNTED AS AN INTEGRAL PART OF DASH. FACTORY OIL PRESSURE, VOLT METER, TEMPERATURE, AND FUEL GAUGES SHALL BE PROVIDED.	✓		
➤ VEHICLE TO BE FURNISHED WITH ALL SAFETY ITEMS INCLUDING BRAKE AND EMISSION WARNING LAMPS.	✓		
➤ FACTORY INSTALLED AM/FM RADIO, POWER POINT PLUG, AND DOME LAMP.	✓		

	YES	NO	Exception
➤ AIR BAGS FOR DRIVER AND PASSENGER.	✓		
➤ TWO (2) SETS OF KEYS.	✓		
➤ EMISSION WARRANTY: 5 YEAR/50,000 MILE WARRANTY	✓		
<b>12. FACTORY EXTERIOR</b>			
	YES	NO	Exception
➤ VEHICLE SHALL BE EQUIPPED WITH FACTORY INSTALLED LOW-MOUNT MANUAL TELESCOPING MIRRORS.	✓		
➤ VEHICLE SHALL BE EQUIPPED WITH A FACTORY STANDARD FRONT AND REAR BUMPER.	✓		
➤ VEHICLE EXTERIOR SHALL BE PAINTED MANUFACTURER'S STANDARD WHITE.	✓		
<b>13. TRUCK ADDITIONS</b>			
	YES	NO	Exception
THE SUCCESSFUL BIDDER SHALL PROVIDE THE FOLLOWING ITEMS.	✓		
➤ ONE (1) 5 LB ABC MARINE MOUNT TYPE FIRE EXTINGUISHER (SHIPPED LOOSE).	✓		
➤ ONE (1) DOT APPROVED BACKUP ALARM WIRED TO BACKUP LIGHT SYSTEM.	✓		
➤ ONE (1) DOT APPROVED FIRST AID KIT (SHIPPED LOOSE)	✓		
➤ TRUCK BED MUST HAVE RHINO LINER OR LINE X HARD SHELL SPRAY ON LINER	✓		
➤ DRIVER AND PASSANGER SIDE WINDOWS AND REAR WINDOW SHALL BE TINTED WITH DPS APPROVED WINDOW TREATMENT TINTS FOR UV PROTECTION OF OCCUPANTS	✓		

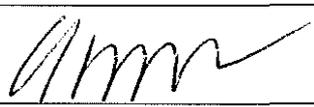
14. OPTIONAL ITEMS

THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:

	AVAILABLE	PRICE
ONE (1) 1,500 lb TOMMEY LIFT SYSTEM MOUNTED ON REAR BOX	✓	\$ 3385
OPTION TO ADD 4 WHEEL DRIVE PACKAGE WITH ELECTRONIC SHIFT CONTROL AND 4 WHEEL DRIVE HEAVY DUTY SUSPESION	✓	\$ 3575
ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	✓	\$ 975
ONE (1) STEEL RANCH HAND HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	✓	\$ 520
ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	✓	\$ 740
ONE (1) HEAD RACK MOUNTED WHELEN LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	✓	\$ 3,980
INCLUDE WHELEN ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	\$ 1,010
INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	✓	\$ 845

15. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.	✓		
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY	✓		
16. BID FORM	✓		

Company Name: Caldwell Country Chevrolet

Printed Name of Person Submitting Bid: AVERYL KNAPP 

Street Address: PO BOX 27

County, State: Caldwell, TX 77036

Zip: 77036

Phone Number: ( ) 979-567-6116

Fax Number: ( ) 979-567-0853

E-mail Address: aknapp@caldwellcountry.com

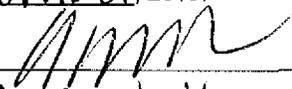
16.1	Item – One (1) F-250 4X2 Super Cab	MAKE AND MODEL Chevrolet 3500HD 5.1 Liter 4x2 Deville CAB LWB 1135453	\$36,775
16.2	AVAILABLE EXTENDED WARRANTY(S)		
ZWD	5 YR 100,000 MILES MAJOR Guard TYPE	\$0 ded. COST	\$2,316.00
ZWD	5 YR 100,000 MILES MAJOR Guard TYPE	\$100 ded COST	\$1,949.00
AWD	5 YR 100,000 MILES MAJOR Guard TYPE	\$0 ded. COST	\$2,316.00
16.3	DELIVERY TIME AFTER AWARD IN DAYS	120 days	

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 30 day of September, 2016.

SIGNATURE:   
TYPE/PRINT NAME: Averyt Knapp  
TITLE: Fleet Director  
COMPANY: Caldwell Country Chevrolet  
ADDRESS: PO Box 27  
Caldwell, TX 77036  
TELEPHONE NO.: 979-567-6116  
FAX NO.: 979-567-0053  
EMAIL: aknapp@caldwellcountry.com

# THE CITY OF EDINBURG

## INVITATION TO BID ADDENDUM NUMBER ONE (1)

DATE: SEPTEMBER 23, 2016  
RE: BID NO. 2017-13 – PURCHASE OF ONE F-250 SUPER CAB TRUCK  
OWNER: CITY OF EDINBURG  
TO: ALL BIDDERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO  
THE CITY OF EDINBURG

BID OPENING DATE: OCTOBER 03, 2016 @ 3:00 P.M.

All Addenda issued in respect to this project shall be considered official changes to the original bid documents and shall become a part of the Contract documents.

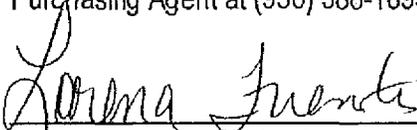
### SPECIFICATIONS ADDENDUM ITEM AS SPECIFIED BELOW:

1. Whereas in the original bid documents titled PURCHASE OF ONE F-250 SUPER CAB TRUCK, the title shall be revised to read PURCHASE OF ONE ¾ TON SUPER CAB TRUCK; and whereas anywhere in the bid documents F-250 is used, its meaning hereinafter shall refer to a ¾ TON TRUCK as specified.
2. PAGE 17, ITEM NUMBER 14. OPTIONAL ITEMS shall be REVISED to read as follows.

ONE (1) HEAD RACK MOUNTED WHELEN LIBERTY LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)

INCLUDE WHELEN AMBER/BLUE SPLIT ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes, Purchasing Agent at (956) 388-1895.

  
Lorena Fuentes, Purchasing Agent



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111



**BIDDER'S LIST**  
**PURCHASE OF ONE (1)  $\frac{3}{4}$  TON SUPER CAB TRUCK**  
**PURCHASE OF ONE (1)  $\frac{3}{4}$  TON CREW CAB TRUCK**

**Briggs**  
1213 W. Expressway 83  
Pharr, Texas 78577

**Burns Motors**  
1300 E. Highway 83  
McAllen, Texas 78501

**Charles Clark Chevrolet Co.**  
P.O. Box 938  
McAllen, Texas 78501

**Ed Payne Motors, Inc.**  
2101 E. Expressway 83  
Weslaco, Texas 78596-6397

**Hacienda Ford**  
3010 W. University  
Edinburg, Texas 78539

**Tipotex Chevrolet**  
1600 N. Expressway  
Brownsville, Texas 78521-1440

**Kelloggs Chevrolet**  
1801 Industrial Way  
San Benito, Texas

**Kent Biel GMC**  
P.O. Box 2525  
McAllen, Texas 78502-2525

**Mid-Valley Ford**  
P.O. Box 957  
Mercedes, Texas 78570

**Fiesta Chevrolet**  
Attention Eric Ramirez  
4002 S. Expressway 281  
Edinburg, Texas 78539

**Ramirez Ford**  
3101 W. University Drive  
Edinburg, Texas 78541

**Robert's Chevrolet**  
317 N. Clossner  
Edinburg, Texas 78541

**Spikes Ford**  
805 E. Expressway 83  
Mission, Texas 78573

**Tipton Ford**  
3840 N. Expressway 83  
Brownsville, Texas 78521

**Van Burkleo Motors**  
3201 N. 10<sup>th</sup>  
McAllen, Texas 78501

**Weslaco Motors**  
2401 Expressway 83  
Weslaco, Texas 78596

**Luke Fruia Motors, Inc.**  
2645 Barnard Road  
Brownsville, Texas 78520

**Knapp Chevrolet**  
16408 U.S. Highway 83  
Harlingen, Texas 78552

**Boggus Ford**  
P.O. Box 2318  
McAllen, Texas 78502-2318

**Cardenas Motors**  
1500 N. Expressway  
Brownsville, Texas 78521

**Boggus Motor Sales, Inc.**  
1400 East Highway 83  
McAllen, Texas 78501-8854

**Bert Ogden Motors, Inc.**  
4221 South Highway 281  
Edinburg, Texas 78539

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding Bid No. 2017-15, Rental of D4 Dozer to Holt Cat, Per Monthly Unit Price as Listed. [Ramiro L. Gomez, Director Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday October 3, 2016 bids were opened for Bid No. 2017-15, Rental of D4 Dozer. A total of two (2) bids were received and opened. Holt Cat was the lowest bidder meeting specifications outlined in the bid.

Staff utilizes this rental to augment our current earth moving fleet. This is a specialized piece of equipment that is utilized to conduct cell construction, repairs to landfill soil cover, storm water ditches, and retention areas. We anticipate utilizing this piece of equipment for a period of approximately six (6) months.

Staff has verified that no monies are owed to the City by Holt Cat. Funding is available within the Fiscal Year 2016-2017 Solid Waste Management Operating Budget. The City has previously done business with Holt Cat.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-15, Rental of D4 Dozer to Holt Cat, Per Monthly Unit Price as Listed.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

/s/ Ramiro L. Gomez,  
Jr.

Ramiro Gomez  
Director of Solid Waste  
Management

\*\*\*\*\*

**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





# DEPARTMENT OF SOLID WASTE MANAGEMENT



**BID #2017-15  
RENTAL OF D4 DOZER**

**BID DUE DATE: Monday, October 03, 2016  
DUE TIME: 3:00 P.M., C.S.T.**

**415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111**

## 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, October 03, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2017-15 RENTAL OF D4 DOZER

**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](http://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](mailto:lfuentes@cityofedinburg.com)**

If you have any questions or require additional information regarding this bid, please contact **Solid Waste Management at (956) 381-5635**.

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 **RENTAL OF D4 DOZER** 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 (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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.

**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.

## **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, 956-418-1895) 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](http://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 RENTAL OF D4 DOZER 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.)

### **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.

## **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 7<sup>th</sup> 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](http://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](http://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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 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.



**BID FORM FOR RENTAL OF D4 DOZER (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.*

*The signatory must list all local affiliates and persons responsible for the handling of this contract. Only those authorized to legally bind the company to the terms of this agreement are to sign this agreement.*

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  
 RENTAL OF D4 DOZER**

BID NO. 2017-15

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for **RENTAL OF D4 DOZER** 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.

**CHECK ONE**

BUYBOARD     
  H-GAC     
  TXMAS     
  DEALER/LOCAL  
 TX DIR     
  TFC     
  OTHER \_\_\_\_\_ Specify

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
 (if applicable) (if applicable)

ITEM	EST. QUANTITY	DESCRIPTION	UNIT PRICE
1	1	D4 DOZER OR EQUIVALENT WITH LGP TRACKS, CAB A/C & 6 WAY BLADE	
		WEEKLY RENTAL	\$ <u>1725.00</u>
		MONTHLY RENTAL	\$ <u>4140.00</u>
2		TRANSPORTATION TO & FROM EDINBURG LANDFILL LOCATED AT 8601 JASMAN RD, EDINBURG, TEXAS.	\$ <u>234.00</u> RT
3		ADDITIONAL FEES <u>HET TAX</u>	\$ <u>8.86</u>
		<u>Environmental Fee</u>	\$ <u>115.00</u>
		AVAILABILITY: <u>Ready to ship</u>	
		Price good for: <u>60 days</u>	
			4382.86

**BID FORM FOR RENTAL OF D4 DOZER (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.

The signatory must list all local affiliates and persons responsible for the handling of this contract. Only those authorized to legally bind the company to the terms of this agreement are to sign this agreement.

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 3 day of October, 2016.

SIGNATURE:

[Handwritten Signature]

TYPE/PRINT NAME:

Santiago R Morado

TITLE:

Account Sales Rep.

COMPANY:

Holt Cat

ADDRESS:

10701 N. Highway 281

Edinburg TX 78541

TELEPHONE NO.:

O (956) 292-7900 C (956) 373-0787

FAX NO.:

F (956) 292-0592

EMAIL:

santiago.morado@holtcat.com



October 3, 2016

**BUYBOARD QUOTE**  
Buy Board Contract # 424-13

CITY OF EDINBURG--SOLID WASTE  
PO BOX 1079  
EDINBURG, TEXAS 78540-1079

Attention: RAMIRO GOMEZ JR

**RE: Quote 180094-01**

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR INC Model: D4K LGPCAB Track Type Tractors with all standard equipment in addition to the additional specifications listed below:

**MACHINE SPECIFICATIONS**

D4K2 LGP TRACTOR	397-4126
ENGINE,EPA 4F,EU IV,MLIT 5	399-9100
UNDERCARRIAGE, SALT	397-4327
TRACK, 25", MS, SALT, LGP	286-4309
HYDRAULICS, 4 VALVE, PUMP STD	397-4191
LIGHTS, 6	394-1851
CAB, ROPS, HEATER & A/C	397-4265
SEAT CLOTH	393-4242
SOUND SUPPRESSION, OMISSION	397-4311
PRODUCT LINK, CELLULAR PL641	394-1884
GRILL, RADIATOR, HD	397-4286
GUARD GP, REAR OMISSION	397-4287
GUARD, BELLY, LGP	397-4385
DRAWBAR, TOWING	244-7434
COUNTERWEIGHT, FRONT	244-7516
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SWEEPS, FRONT	397-4341
SWEEPS, REAR	397-4342
SCREEN, REAR, CAB	393-4250
GUARD, TRACK ROLLER, FULL,SALT	397-4344
BLADE, D4K LGP	397-4169
CONTROL, BASIC	488-4921

---

Sell Price	\$124,420.00
Ext Warranty	Included
<b>Total</b>	<b>\$124,420.00</b>

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WARRANTY

5 Year 7500 Hour Premier Warranty (total machine)

\*\*\*\*\*Please be advised the Holt repurchase agreement only applies for outright purchases through Buy Board and/or Bid Process\*\*\*\*\*

Thank you for your interest in Holt CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Santiago "Remy" Morado  
Machine Sales Representative  
Holt CAT  
Santiago.Morado@holtcat.com  
956.373.0787

Sample



Austin • Corpus Christi • Dallas • Fort Worth • Laredo • Longview • San Antonio • Texarkana • Tyler • Victoria • Waco • Weslaco

**Repurchase agreement HOLT CAT offers to:**

Agency: City of Edinburg - Solid Waste  
Machine: D4K LFP  
Repurchase Term: 5 years or 7500 Hours  
Repurchase Amount: \$ 50,155.20

Conditions of this agreement are that HOLT CAT will be notified in writing at least 30 days prior to the machine being presented for repurchase. Machine will be in running condition with normal wear and tear allowed. Vehicle will be returned with new tires. Repairs necessary due to misuse, neglect, abuse or damage caused by fire, theft, storms or vandalism will be repaired and are the *responsibility of the customer and will be completed prior to any repurchase.*

**HOLT CAT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CUSTOMER**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

2000 E. Airport Freeway • Irving, TX • 75062-4831 • (972) 721-2000 • (972) 438-2481

**Caterpillar Financial Services Corporation**

**Finance Proposal**

**CUSTOMER**

Name: Edinburg-D4K LGP-48M GOV

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:  
 Acknowledged by ..... Jan-02-17  
 Funded by ..... Jan-02-17

**DEALER**

HOLT TEXAS, LTD  
 Sales person ..... REMY MORADO  
 Dealer contact .....  
 Telephone .....

Quote number ..... 523-1313  
 Fax number .....  
 Quote date ..... 10/03/2016  
 Quote time ..... 13:07:15

**FINANCE PROPOSAL**

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 48 Monthly  
 Payments ..... in Arrears  
 Quoted by ..... e140jrb  
 Report created by ..... e140jrb

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	D4K	1500	1	124,420.00	124,770.00	1,884.11	45,440.00	3.2000

Special Conditions:

D4K  
 Serial Number - KR202280, Model Year - 2016, Standard Environment; Major Attachments-LGP Low Ground Pressure, Steel Tracks, Cab, Air Conditioning; Blades/Buckets/Rippers-6VPAT Blade

	Model	Insurance	Payment w/Insurance
New	D4K	138.03	2,022.14

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

**CONDITIONS**

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

**Caterpillar Financial Services Corporation**

**Finance Proposal**

**CUSTOMER**

Name: Edinburg-D4K LGP-60M GOV

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:  
 Acknowledged by ..... Jan-02-17  
 Funded by ..... Jan-02-17

**DEALER**

HOLT TEXAS, LTD  
 Sales person ..... REMY MORADO  
 Dealer contact .....  
 Telephone .....

Quote number ..... 523-1306  
 Fax number .....  
 Quote date ..... 10/03/2016  
 Quote time ..... 13:04:30

**FINANCE PROPOSAL**

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 60 Monthly  
 Payments ..... in Arrears  
 Quoted by ..... e140jrb  
 Report created by ..... e140jrb

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	D4K	1500	1	124,420.00	124,770.00	1,638.65	39,920.00	3.2000

Special Conditions:

D4K  
 Serial Number - KR202280, Model Year - 2016, Standard Environment; Major Attachments-Air Conditioning, LGP Low Ground Pressure, Steel Tracks, Cab; Blades/Buckets/Rippers-6VPAT Blade

	Model	Insurance	Payment w/Insurance
New	D4K	141.84	1,780.49

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

**CONDITIONS**

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

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Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

**Caterpillar Financial Services Corporation**

**Finance Proposal**

**CUSTOMER**

Name: Edinburg-D4K LGP-48M GOV

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:  
 Acknowledged by ..... Jan-02-17  
 Funded by ..... Jan-02-17

**DEALER**

HOLT TEXAS, LTD  
 Sales person ..... REMY MORADO  
 Dealer contact .....  
 Telephone .....

Quote number ..... 523-1320  
 Fax number .....  
 Quote date ..... 10/03/2016  
 Quote time ..... 13:11:34

**FINANCE PROPOSAL**

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 4 Annual  
 Payments ..... in Advance

Quoted by ..... e140jrb  
 Report created by ..... e140jrb

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	D4K	1500	1	124,420.00	124,770.00	22,188.14	45,440.00	3.2000

Special Conditions:

D4K  
 Serial Number - KR202280, Model Year - 2016, Standard Environment; Major Attachments-Air Conditioning, LGP Low Ground Pressure, Cab, Steel Tracks; Blades/Buckets/Rippers-6VPAT Blade

	Model	Insurance	Payment w/Insurance
New	D4K	1,603.07	23,791.21

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

**CONDITIONS**

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

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Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

**Caterpillar Financial Services Corporation**

**Finance Proposal**

**CUSTOMER**

Name: Edinburg-D4K LGP-60M GOV

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:  
 Acknowledged by ..... Jan-02-17  
 Funded by ..... Jan-02-17

**DEALER**

HOLT TEXAS, LTD  
 Sales person ..... REMY MORADO  
 Dealer contact .....  
 Telephone .....

Quote number ..... 523-1321  
 Fax number .....  
 Quote date ..... 10/03/2016  
 Quote time ..... 13:12:47

**FINANCE PROPOSAL**

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 5 Annual  
 Payments ..... in Advance  
 Quoted by ..... e140jrb  
 Report created by ..... e140jrb

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	D4K	1500	1	124,420.00	124,770.00	19,293.37	39,920.00	3.2000

Special Conditions:

D4K  
 Serial Number - KR202280, Model Year - 2016, Standard Environment; Major Attachments-Air Conditioning, Steel Tracks, Cab, LGP Low Ground Pressure; Blades/Buckets/Rippers-6VPAT Blade

	Model	Insurance	Payment w/Insurance
New	D4K	1,646.23	20,939.60

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

**CONDITIONS**

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

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Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

**CITY OF EDINBURG  
 BID FORM FOR  
 RENTAL OF D4 DOZER**

BID NO. 2017-15

BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **RENTAL OF D4 DOZER** 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.

<b>CHECK ONE</b>	
<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	EST. QUANTITY	DESCRIPTION	UNIT PRICE
1	1	D4 DOZER OR EQUIVALENT WITH LGP TRACKS, CAB A/C & 6 WAY BLADE	
		WEEKLY RENTAL	\$ <u>1,725.00</u>
		MONTHLY RENTAL	\$ <u>4,650.00</u>
2		TRANSPORTATION TO & FROM EDINBURG LANDFILL LOCATED AT 8601 JASMAN RD, EDINBURG, TEXAS.	\$ <u>150.00</u>
3		ADDITIONAL FEES	\$ <u>139.50</u>
		AVAILABILITY: <u>Yes</u>	
		Price good for: <u>30 Days</u>	4939.50

**BID FORM FOR RENTAL OF D4 DOZER (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.*

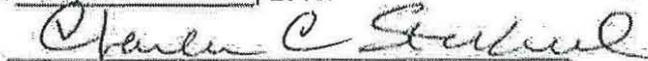
*The signatory must list all local affiliates and persons responsible for the handling of this contract. Only those authorized to legally bind the company to the terms of this agreement are to sign this agreement.*

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 25 day of September, 2016.

SIGNATURE:



TYPE/PRINT NAME:

Charles C. Strickland

TITLE:

EVP / CFO

COMPANY:

Holt Texas, LTD.

ADDRESS:

5665 Southeast Loop 410

San Antonio, TX 78222

TELEPHONE NO.:

210-648-1111

FAX NO.:

210-648-0079

EMAIL:

abelardo.garza@texasfirstrentals.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2016

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Wortham San Antonio, Inc. 131 Interpark Blvd. San Antonio, TX 78216  www.worthaminsurance.com	<b>CONTACT NAME:</b> Cathy Jarred <b>PHONE (A/C, No, Ext):</b> 210-249-2379 <b>E-MAIL ADDRESS:</b> cathy.jarred@worthaminsurance.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Holt Texas, LTD. 3302 South W. W. White Road San Antonio TX 78222	<b>INSURER A:</b> National Union Fire Ins Co Pittsburgh PA	<b>NAIC #</b> 19445
	<b>INSURER B:</b> Commerce and Industry Insurance Company	19410
	<b>INSURER C:</b> The Insurance Company of the State of Pennsylvania	19429
	<b>INSURER D:</b> Chubb Custom Insurance Company	38989
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 30509719      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5180137	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> GKLL SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA2961564	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GKLL-All Locations \$ \$1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			19086839	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC080756327	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Liability Occurrence			37310530	4/1/2015	3/1/2018	\$10,000,000 Each Pollution Incident \$10,000,000 Aggregate Limit

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

**CERTIFICATE HOLDER**

SAMPLE FOR BID PURPOSES

**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

John L. Wortham &amp; Son, L.P.

*John L. Wortham & Son, L.P.*

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Wortham San Antonio, Inc.		NAMED INSURED Holt Texas, LTD. 3302 South W. W. White Road San Antonio TX 78222	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** SAMPLE FOR BID PURPOSES

**ADDRESS:**

NAMED INSURED INCLUDES:  
 Holt Texas, Ltd. dba Holt CAT  
 Holt Texas, Ltd. dba Holt AgriBusiness  
 Holt Texas, Ltd. dba Holt Crane & Equipment  
 Holt Texas, Ltd. dba Holt Mining Solutions  
 Holt Texas, Ltd. dba Holt Power Systems  
 Holt Texas, Ltd. dba SITECH-Tejas  
 Holt Texas, Ltd. dba Holt Truck Center  
 Texas First Rentals LLC

**AS RESPECTS GENERAL LIABILITY:**

Additional Insured-Owners, Lessees, or Contractors-Scheduled Person or Organization (Ongoing Operations) - Per Form 97838 04/08 - Schedule: "As Required by Contract"  
 Additional Insured-Owners, Lessees, or Contractors (Completed Operations): Per Form 97837 04/08 - Schedule: "As Required by Contract"  
 Additional Insured- Lessor of Leased Equipment: Per Form CG 20 34 04 13  
 Additional Insured - Managers or Lessors of Premises: Per Form CG 20 11 04 13  
 Waiver of Subrogation: Per Form CG 24 04 05/09  
 Notice of Cancellation: Per Form 108538 03/11 -Number of Days: 30  
 Primary and Non-Contributory: Per Form CG 20 01 04/13

**AS RESPECTS COMMERCIAL AUTOMOBILE LIABILITY:**

Additional Insured and Loss Payee-Lessor: Per Form CA 20 01 10/13  
 Additional Insured Where Required Under Contract or Agreement: Per Form 87950 09/14  
 Primary - Insurance Primary as to certain Additional Insureds - Per Form 74445 10/99  
 Waiver of Subrogation: Per Form 62897 6/95  
 Notice of Cancellation: Per Form 108538 03/11 -Number of Days: 30

**AS RESPECTS WORKERS' COMPENSATION:**

Waiver of Subrogation: Per Form WC 00 03 13 04/84  
 Alternate Employer Endorsement: Per Form WC 00 03 01 04/84 - Schedule: "Any Alternate Employer of your employees".  
 Notice of Cancellation: Per Form 99 00 58 04/11 -Number of Days: 30  
 USL&H Coverage Endorsement: Per Form WC 00 01 06 A  
 Maritime Coverage Endorsement: Per Form WC 00 02 01 B

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Worham San Antonio, Inc.		NAMED INSURED Holt Texas, LTD. 3302 South W. W. White Road San Antonio TX 78222	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** SAMPLE FOR BID PURPOSES

**ADDRESS:**

Outer Continental Shelf Lands Act Coverage Endorsement: Per Form WC 00 01 09 C

**AS RESPECTS UMBRELLA LIABILITY:**

Additional Insured: Per Form 80517 11/09

Insured means: Any person or organization, other than the Named Insured, included as an additional insured under Scheduled Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.

Primary and Non-Contributory: Per Form 86395 12/13 Coverage afforded to these additional insured parties, when required by written contract, will be primary to, and non-contributory with, any Other Insurance purchased and issued to that person or organization.

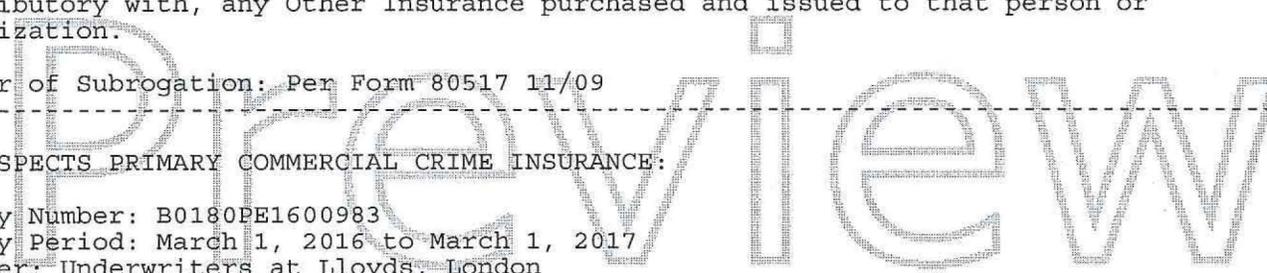
Waiver of Subrogation: Per Form 80517 11/09

**AS RESPECTS PRIMARY COMMERCIAL CRIME INSURANCE:**

Policy Number: B0180PE1600983  
 Policy Period: March 1, 2016 to March 1, 2017  
 Insurer: Underwriters at Lloyds, London  
 Limits:  
 \$1,000,000 Employee Dishonesty  
 \$1,000,000 Clients' Property (Joint Payable Clause)

**AS RESPECTS SHIP REPAIRERS LEGAL LIABILITY:**

Policy Number: MASILHS00100816  
 Policy Period: March 1, 2016 to March 1, 2017  
 Insurer: Starr Indemnity & Liability Company  
 Limits:  
 \$2,000,000 General Aggregate  
 \$1,000,000 Products/Completed Operations Aggregate  
 \$1,000,000 Any One Accident or Occurrence



## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

**1 Name** (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**B D HOLT CO**

**2 Business name/disregarded entity name, if different from above** Holt Texas, LTD; dba Holt Cat; dba Holt Crane & Equipment; dba Holt Teles; dba HOLT Agribusiness; dba HOLT Truck Center; dba HOLT Power Systems; dba HOLT Rental Services; dba HC Used Parts; dba Holt Mining Solutions

**3 Check appropriate box for federal tax classification; check only one of the following seven boxes:**  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_  
 G Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

**4 Exemptions** (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5 Address** (number, street, and apt. or suite no.)  
**5665 Southeast Loop 410**

**6 City, state, and ZIP code**  
**San Antonio, TX 78222**

**7 List account number(s) here** (optional)

**Requester's name and address** (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-			-		
--	--	--	---	--	--	---	--	--

or

**Employer identification number**

7	4	-	1	3	8	9	9	9	3
---	---	---	---	---	---	---	---	---	---

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶ *Paul C. Hensley*      Date ▶ **July 20, 2016**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1088-T (tuition)
  - Form 1089-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**BIDDER'S LIST  
RENTAL OF D4 DOZER**

**RSC Equipment Rental  
3925 N. Cage Boulevard  
Pharr, TX 78577**

**Briggs Equipment  
1213 W. Expressway 83  
Pharr, TX 78577**

**Frontera Equipment  
2300 E. Expressway 83  
Donna, TX 78537**

**Volvo Rents  
4017 N. Cage Blvd.  
Pharr, TX 78577-7517**

**Waukesha Pearce Industries  
P.O. Box 2179  
Edinburg, TX 78540**

**Doggett Heavy Equipment  
900 E. Expressway 83  
San Juan, Texas 78589**

**Blue Line  
4017 N. Cage Blvd.  
Pharr, Texas 78577**

**Romco Equipment  
312 Park  
Mercedes, TX 78570**

**Rojas Heavy Equipment L.L.C.  
Attention: Joe Garza  
240 Frontage Rd.  
Alamo, TX 78516**

**Holt Cat  
725 E. Highway 83  
Weslaco, TX 78596**

**H & V Equipment, Inc.  
5627 Hwy 281 East  
Progreso, Texas 78579**

**B-C Equipment Sales  
201 E. Expressway 83  
La Feria, TX 78559**

**Anderson Equipment Co.  
700 W. Expressway 83  
Pharr, TX 78577**

**Holt Cat  
P.O. Box 1310  
Weslaco, TX 78599**

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding Bid No. 2017-16, Universal Nestable and Litter Containers to Toter Incorporated and Rotational Molding, Inc., Per Unit Prices as Listed. [Ramiro L. Gomez, Director Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday October 3, 2016 bids were opened for Bid No. 2017-16, Universal Nestable and Litter Containers. A total of two (2) bids were received and opened for the Nestable Roll Out Containers. Toter Incorporated was the single bidder that met the specifications listed in the bid. The second bidder failed to meet several critical/crucial components in the specifications listed on the bid. A total of three (3) bids were received for the Litter Containers. Toter Incorporated and Rotational Molding, Inc. submitted bids meeting the specifications with the third bidder failing to meet some critical/crucial component specification listed on the bid.

Therefore after a review and tabulation of the bids; Toter Incorporated was the single bidder that met the minimum specifications outlined in the bid for the roll out containers and Rotational Molding was lowest bidder meeting specifications for the litter containers.

Currently, the Department of Solid Waste Management utilizes plastic roll out containers and litter containers to provide service for over 22,730 residents and local businesses. The purchase of these containers will serve to replenish depleted departmental inventory in order to continue addressing service demands and/or new service.

Staff has verified that no monies are owed to the City by Toter Incorporated nor Rotational Molding Inc. and funding is available within the Fiscal Year 2016-2017 Solid Waste Management Operating Budget. The City has for the last 15+ years previously done business with Toter Incorporated. This is the first year that we are purchasing from Rotational Molding, Inc.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-16, Universal Nestable and Litter Containers to Toter Incorporated and Rotational Molding Inc., Per Unit Prices as Listed.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

Â /s/ Ramiro L. Gomez,  
Jr.  
\_\_\_\_\_  
Ramiro Gomez  
Director of Solid Waste  
Management

\*\*\*\*\*

**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: Universal/Nestable and Litter Containers

Bid No.: 2017-16

Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	TOTER STATESVILLE, NC		ROTATIONAL MOLDING INC. GARDENA, CA		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
1	1,092	95 GALLON UNIVERSAL/NESTABLE PLASTIC ROLL OUT CONTAINERS STANDARD BID	\$56.91	\$62,145.72	NO BID	NO BID		
		FREIGHT PER TRUCKLOAD OF 364 FULLY ASSEMBLED CARTS-STANDARD	\$958.00	\$2,874.00	NO BID	NO BID		
		95 GALLON UNIVERSAL/NESTABLE PLASTIC ROLL OUT CONTAINERS HGAC/BUYBOARD BID PRICING	\$53.66	\$58,596.72	NO BID	NO BID		
		FREIGHT PER TRUCKLOAD OF 364 FULLY ASSEMBLED CARTS-HGAC	\$920.24	\$2,760.72	NO BID	NO BID		
2	1	95 GALLON REPLACEMENT LID WITH ACCESSORIES	\$17.80	\$17.80	NO BID	NO BID		
		FREIGHT PER 95 GALLON REPLACEMENT LID	NO BID	NO BID	NO BID	NO BID		
<b>SUBTOTAL.....</b>								
<b>NET TOTAL.....</b>								
<b>TERMS.....</b>								
<b>DELIVERY.....</b>								

**RECOMMENDATION:**

Award: Award Bid 2017-16 to Toter, LLC for the Nestable Containers and Rotational Molding Inc. for the Litter Containers as per unit prices as listed.

Department: Solid Waste Management  
 Budgeted Amount Available: \$145,000  
 Additional Funds Required: \_\_\_\_\_  
 Prepared By: Dalinda L. Cardenas, Administrative Specialist

**DISCLAIMER:**

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



# BID RECOMMENDATION FORM

Title: Universal/Nestable and Litter Containers

Bid No.: 2017-16

Date Opened: 10/3/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	ROTATIONAL MOLDING GARDENA, CA		TOTER STATESVILLE, NC		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
1	50	60 GALLON AUTOMATED LITTER CONTAINER WITH AUTOMATIC RELEASE LATCH STANDARD BID	\$268.30	\$13,415.00	\$360.00	\$18,000.00		
		FREIGHT FOR 50 60 GALLON AUTOMATED LITTER CONTAINERS WITH AUTOMATIC RELEASE LATCH STANDARD BID	\$2,130.00	\$2,130.00	\$980.00	\$980.00		
		60 GALLON AUTOMATED LITTER CONTAINER WITH AUTOMATIC RELEASE LATCH HGAC / BUYBOARD BID PRICING	\$268.30	\$13,415.00	\$346.50	\$17,325.00		
		FREIGHT FOR 50 60 GALLON AUTOMATED LITTER CONTAINERS WITH AUTOMATIC RELEASE LATCH STANDARD BID	PER QTY	PER QTY	\$920.24	\$920.24		
<b>SUBTOTAL .....</b>								
<b>NET TOTAL .....</b>								
<b>TERMS .....</b>								
<b>DELIVERY .....</b>								

**RECOMMENDATION:**

Award: Award Bid 2017-16 to Toter LLC for the Nestable Containers and Rotational

Molding Inc. for the Litter Containers as per unit prices as listed.

\_\_\_\_\_

Department: Solid Waste Management

Budgeted Amount Available: \$145,000

Additional Funds Required: \_\_\_\_\_

Prepared By: Dalinda L. Cardenas, Administrative Specialist

**DISCLAIMER:**

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



# DEPARTMENT OF SOLID WASTE MANAGEMENT



BID REQUEST

**UNIVERSAL NESTABLE AND LITTER CONTAINERS**

Bid # 2017-16 \_\_\_\_\_

BID DUE DATE: Monday, October 03, 2016

DUE TIME: 3:00 P.M., C.S.T.

**8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 381-5635 • Fax (956) 292-2064**

## 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, October 03, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> 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. 2017-16 UNIVERSAL NESTABLE AND LITTER CONTAINERS**

**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](http://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](mailto:lfuentes@cityofedinburg.com)**

If you have any questions or require additional information regarding this bid, please contact **Solid Waste Management at (956) 381-5635.**

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 **UNIVERSAL NESTABLE AND LITTER CONTAINERS** 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 (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> 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.

**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.

## **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, 956-418-1895) 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](http://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 **UNIVERSAL NESTABLE AND LITTER CONTAINERS** 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.)

## **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.

## **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 7<sup>th</sup> 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](http://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](http://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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 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**

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  
BID FORM FOR  
UNIVERSAL NESTABLE AND LITTER CONTAINERS**

**BID NO. 2017-16**

**BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **UNIVERSAL NESTABLE AND LITTER CONTAINERS** 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.**

<b><u>CHECK ONE</u></b>	
<input type="checkbox"/> <b>BUYBOARD</b>	<input type="checkbox"/> <b>H-GAC</b>
<input type="checkbox"/> <b>TX DIR</b>	<input type="checkbox"/> <b>TFC</b>
<input type="checkbox"/> <b>TXMAS</b>	<input type="checkbox"/> <b>DEALER/LOCAL</b>
<input type="checkbox"/> <b>OTHER</b>	_____
<b>Specify</b>	
CONTRACT NUMBER: _____	COMMODITY NUMBER: _____
(if applicable)	(if applicable)

**CITY OF EDINBURG  
DEPARTMENT OF SOLID WASTE MANAGEMENT  
MINIMUM SPECIFICATIONS FOR  
UNIVERSAL NESTABLE AND CONTAINERS**

**BID NO. 2017 -16**

**BID OPENING DATE: Monday, October 03, 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 Universal Nestable and Litter Plastic Containers.

**GENERAL REQUIREMENTS AND AGREEMENT FOR UNIVERSAL NESTABLE AND LITTER PLASTIC CONTAINER:**

**You are invited to submit a sealed bid for the purchase of Universal Nestable and Litter Plastic Containers as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

<b>INSTRUCTIONS</b>	INITIAL
The specifications herein describe the minimum acceptable features, colors and performance requirements for rollout and litter waste containers the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b> , referencing applicable paragraph(s), and explained in detail on a separate page titled <u>"Exceptions"</u> . Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <u>exceptions</u> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <u>acceptable</u> . Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	
	INITIAL
<b>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids.</b> It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term <b>by signing the Bid; the bidder agrees that he had read and understood the instruction</b> to bidders and thereby agrees to all of the specifications and	

stipulations as listed.				
<b>SATISFACTORY SERVICE</b>		INITIAL		
It is agreed that all goods and services by the supplier or service provider shall be to the satisfaction of a designated City representative. In the event that the supplier or service provider defaults on performance of any of these requirements or if the service provider has been unavailable or unresponsive to our requests for <b><u>three non-consecutive times</u></b> , the City shall have the right to terminate this agreement upon 30 days written notice delivered to the supplier or service provider by mail. The supplier or service provider shall maintain this contract during the termination period. Termination of the contract may not relieve the supplier or service provider of any liability to the City for damages sustained by the City because of any breach of this agreement by the supplier or service provider. The City may withhold any payments to supplier or service provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined.				
<b>WARRANTY</b>		INITIAL		
The successful supplier or service provider shall furnish <b>factory warranty</b> on all goods or services furnished hereunder against defect in materials and/or workmanship. The <b>factory warranty</b> shall become effective on the date of delivery and acceptance by the City. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the bid sheet or enclosed therewith.				
<b>PRICE GUARANTEE PERIOD</b>		INITIAL		
Pricing on all items shall be considered firm for twelve (12) month period and <b><u>NO CHANGES</u></b> on the listed price will be accepted during this time period.				
<b>QUANTITY</b>		INITIAL		
The City of Edinburg reserves the right to <b>purchase any part or all containers</b> as deemed necessary. The City of Edinburg also reserves the right to <b>increase or decrease</b> specific amounts or containers purchased.				
<b>MANUFACTURING PROCESS</b>		Yes	No	EXCEPTION
Each container body must be manufactured by the <b><u>Rotational molding process</u></b> .				
<b>PLASTIC MATERIAL</b>		Yes	No	EXCEPTION

Base plastic resin must be first quality linear polyethylene supplied by a national petrochemical producer.

Bidder must submit technical data sheet(s) from the resin producer, which verify that the resin to be used in the container body will meet the following minimum property levels:

- ESCR - > 1000 hrs
- Elongation - > 1000%
- Density - 0.937-0.940

**RESIN ADDITIVES:**

Yes

No

EXCEPTION

The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt compounding process.

Bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

**CONTAINER REQUIREMENTS**

Yes

No

EXCEPTION

The rollout containers must be compatible with standard American semi-automated bar-locking lifters (**ANSI type B**) as well as automated arm lifters (**ANSI type G**) and function as follows:

**ANSI CONFORMANCE**

Yes

No

EXCEPTION

Containers bid herein must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" containers.

Bidder must submit independently certified copies of all **ANSI test results** with bid. Test results must state load (in pounds) under which tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in all literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.

**COLOR**

Yes

No

EXCEPTION

The container body color shall be a special "**granite-like**" color of base colors of gray, brown, tan, dark blue, black and green. These granite colors shall feature a pebble-like finish with multi colors in the surface blending together to create a granite-like visual impression. Surface treatments, spray-on finishes and materials that are not homogenous are not acceptable. Bidder must submit color chips of all special granite colors available.

**MARKINGS:**

INITIAL

Each container must be permanently marked with letters/numbers, as follows:

**SERIAL NUMBERS**

Each container must have a serial number hot stamped in white on the front face of its body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the City. The bidder will maintain a file that will identify the date of manufacture by the serial number.

**BODY HOT STAMP**

The Seal of the City shall be hot stamped onto both sides of the cart body.

**LID HOT STAMP**

Custom City instructions shall be hot stamped onto cart lid.

**USER INSTRUCTIONS**

Instructions for the safe use of the container must be molded into each lid. Instructions shall be in both English and Spanish.

**LOAD RATING**

The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.

**EXPERIENCE / REFERENCES**

INITIAL

Bidder must submit with its bid a **reference list** of municipalities currently using the bidder's products. The list must include at least ten (10) municipalities who currently have at least 20,000 carts in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference. Failure to include these references will result in bid disqualification.

**WARRANTY**

INITIAL

Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for **no less than ten (10) full years** and must specifically provide for **no-charge replacement** of any component parts which fail in materials of workmanship for a period of ten (10) years after installation. The bidders warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

- Failure of the lid to prevent rain water from entering the container when in the closed position.
- Damage to the container body, lid, or any component parts through opening or closing the lid.
- Failure of the body and lid to maintain their original shape.
- Damage or cracking of the container body through normal operating conditions.
- Failure of the wheels to provide continuous, easy mobility, as originally designed.
- Failure of any part to conform to minimum standards as specified herein.

If bidder is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the bidder. The bidder must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder, should the bidder ever be in a position to not do so. Such letter shall be signed by the owning entity's top officer and notarized.

Warranty specimen of exact warranty offered must be included with proposal.

**PRICE ADJUSTMENTS:**

INITIAL

If the cost of manufacturing materials is increased through no act on the part of the contractor other than to comply with any prevailing rise in the Market Prices of materials used, prices shall be increased only to the point of absorbing additional costs of materials paid for by the Contractor. The City may request that the Contractor provide written documentation from the manufacturer/supplier of the materials to substantiate price increases.

Contract extensions will be based on a mutual written agreement between the successful bidder and the City.

**LEGAL OR ADMINISTRATIVE SETTLEMENTS:**

INITIAL

The manufacturer of the cart must submit the name, contact name and telephone number for each government or agency with which it has had a legal or administrative settlement of warranty, cart failure claims or contract performance within the last ten (10) years including ongoing negotiations of settlement. Include a brief summary of the settlement or indicate if a “gag order” was imposed, and by whom it was ordered. This information must be provided on a separate page entitled “Legal or Administrative Settlements.”

**96 GALLON ROLLOUT CONTAINERS**

MANUFACTURING PROCESSES AND MATERIALS:

Yes

No

EXCEPTION

Each rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

LOAD RATING

Yes

No

EXCEPTION

Containers must be designed to regularly receive and dump the following pounds of waste materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.

**96 Gallon – 335 pounds**

Bidder must submit its normal **printed color sales brochure** which shows the exact product item bid and the corresponding load rating. Bidder must mark the location of the load rating on the brochure with a bold red arrow so as to aim directly at the load rating. Load rating stated on literature must exactly match all specifications, ANSI certification submitted with bidder’s proposal, and the load rating permanently marked on the product.

**96 Gallon:** STATE LOAD RATING - \_\_\_\_\_ pounds

WEIGHT

Yes

No

EXCEPTION

The total weight of the fully assembled container shall be as follows:

**96 Gallon** – 32 pounds minimum to 37 pounds maximum

STATE FULLY ASSEMBLED WEIGHT –

**96 Gallon** - \_\_\_\_\_ pounds

CAPACITY	Yes	No	EXCEPTION
----------	-----	----	-----------

The total capacity of the container body, excluding the lid, must be 96 U.S. gallons (+/- 2%). Bidder must include an independent test result according to ANSI Z245.30-2008, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).

**96 Gallon:** STATE BODY CAPACITY - \_\_\_\_\_ U.S. Gallons

DIMENSIONS	Yes	No	EXCEPTION
------------	-----	----	-----------

The exterior dimensions of the completely assembled containers shall be as follows:

**96 Gallon –**

Height: 43.25"	STATE HEIGHT	-	_____"
Length: 35.25"	STATE LENGTH	-	_____"
Width: 29.75"	STATE WIDTH	-	_____"

RIM OF BODY	Yes	No	EXCEPTION
-------------	-----	----	-----------

The upper rim of each body must consist of a closed tubular design, similar to square steel tubing, for maximum strength during collection. The rim must also include a ledge on which the lid rests to create a tight seal between body and lid. Rolled over or other rims that are open on the underside are NOT acceptable.

HANDLES	Yes	No	EXCEPTION
---------	-----	----	-----------

Each container must be equipped with two (2) handles, each a minimum of 1" diameter. The handles and handle mounts must be an integrally molded part of the container body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.

LID	Yes	No	EXCEPTION
<p>The lid shall be configured to ensure that it will not warp, bend, slump, or distort such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. <u>Lid latches are unacceptable.</u></p>			
BOTTOM	Yes	No	EXCEPTION
<p>The bottom of the container must have a molded-in wear strip to protect against dragging. Container base must be impact resistant at all points (four corners and the center) of the base for durability. <u>Screw-on, bolt-on, or pop-on wear guards are unacceptable.</u></p>			
WHEELS	Yes	No	EXCEPTION
<p>Wheels shall be 10" diameter and 1.75" wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting 200 pounds per wheel.</p>			
AXLE	Yes	No	EXCEPTION
<p>The axle must be 5/8" diameter zinc chromate plated solid high strength steel fully supported by cart body. Axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container. Each molded-in axle journal must be at least 1" wide. <u>Axles attached by means of bolts or rivets are unacceptable.</u></p>			
STABILITY	Yes	No	EXCEPTION
<p>Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds of up to 25 mph when empty. Containers must be easy for a citizen to tilt to the roll position when fully loaded while keeping both feet on the ground. Any container which is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified. <u>Containers that require a foot fulcrum to assist in tilting the container are unacceptable.</u></p>			
LIFT SYSTEM	Yes	No	EXCEPTION
<p>Each container shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the container. The lower lift bar must be designed to withstand over ten (10) years of lifter attachment, and must be 1" diameter galvanized steel. It must freely rotate a full 360° on its own axis. The lower bar must be mounted in molded-in plastic bearings so that it is not exposed to the contents inside the container. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, fasteners, etc. <u>Containers with bolted on lower bars or plastic lower bars are NOT acceptable.</u></p>			
NESTABILITY	Yes	No	EXCEPTION
<p>Containers must be designed so that each fully assembled container can be stacked inside another fully assembled container for maximum efficiency in storage and delivery. <u>Containers that will not nest one inside another when fully assembled are NOT acceptable.</u></p>			

ITEM	QTY	DESCRIPTION OF GOODS OR SERVICES	WARRANTY	FREIGHT	UNIT PRICE	EXTENDED PRICE
1	1092	95 Gallon Universal / Nestable Plastic Roll Out Containers Standard Bid		\$	\$	\$
		95 Gallon Universal / Nestable Plastic Roll Out Containers HGAC / BUYBOARD Bid Pricing		\$	\$	\$
2	1	95 Gallon Replacement Lid with Accessories		\$	\$	\$

**60 GALLON AUTOMATED LITTER CONTAINER WITH AUTOMATIC RELEASE LATCH**

GENERAL:

Yes

No

EXCEPTION

The following specifications describe a container into which citizens can deposit litter and which can be emptied using the City's fully automated refuse trucks. The City will purchase these containers for use throughout its public areas. The plastic resin material and the finished container must meet the minimum specifications herein.

MATERIAL/PROCESS:

Yes

No

EXCEPTION

Container body, lid and base is rotationally molded, first quality MDPE (medium density polyethylene) as produced by a primary manufacturer such as Exxon LL-8400 or NOVA Chemicals TI-0338-A. Certified to contain a propriety blend of ultraviolet stabilization additives and color hot-melt compounded into the material. Containers may be manufactured using up to 50% recycled resin subject to availability of acceptable recycled resin materials at time of production, and based on color of cart and preference of customer.

DIMENSIONS:

Yes

No

EXCEPTION

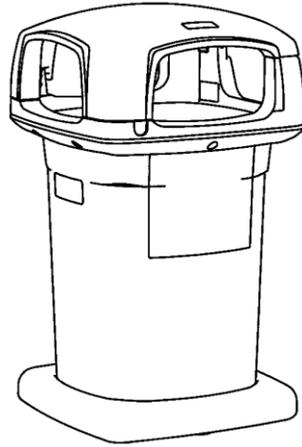
The container shall have the following outside dimensions:

**60 Gallon –**

Height: 48.75"	STATE HEIGHT	-	_____	"
Length: 28.25"	STATE LENGTH	-	_____	"
Width: 27.25"	STATE WIDTH	-	_____	"

The container shall have an appearance such as depicted in Figure A below.

**Figure A**



LOAD RATING:		Yes	No	EXCEPTION		
The container must be designed to regularly handle a load of 200 pounds, excluding the weight of the container.						
BASE:		Yes	No	EXCEPTION		
The base of the container shall be separately molded unit onto which the body is attached. The base shall be hollow, with one cubic foot of capacity inside it so that sand can be added for additional stability. The base is attached to the body using six zinc plated Hex Head cap screws size 5/16" – 18 x 1-1/8".						
BODY:		Yes	No	EXCEPTION		
The body of the container shall be molded so that its top rim has a sealed, hollow beam design for maximum structural strength. The top rim shall have molded-in fastener recesses for the six lid attachment bolts. The body must be rotationally molded so that it can flex to withstand the squeezing forces of the automated lifting mechanism. The capacity of the body shall be 60 U.S. gallons.						
LID:		Yes	No	EXCEPTION		
The lid of the container shall consist of two pieces hinged together, allowing the top to swing open during the automated dumping cycle. When closed, the two pieces form a covered top with four separate openings, one on each of the four sides. Each opening will be 8.5" in height. The two hinges shall be galvanized pins secured with flush mounted anchor screws. The lid shall be attached to the body with six zinc plated cap screws size 1/4" – 20 x 3/4".						
LOCK:		Yes	No	EXCEPTION		
The container shall be equipped with a locking mechanism that automatically releases when the container is tilted by the automated arm. Any locking mechanism that requires the driver to physically touch the container is unacceptable.						
ITEM	QTY	DESCRIPTION OF GOODS OR SERVICES	WARRANTY	FREIGHT	UNIT PRICE	EXTENDED PRICE

1	50	60 Gallon Automated Litter Container with Automatic Release Latch Standard Bid		\$	\$	\$
		60 Gallon Automated Litter Container with Automatic Release Latch HGAC / BUYBOARD Bid Pricing		\$	\$	\$

**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:** \_\_\_\_\_

# City of Edinburg, TX

**BID REQUEST #2017-16**

**“Universal Nestable and Litter Containers”**

**Due: October 03, 2016 – 3:00 pm, CST**



# Toter®

**BUILT FOR EXTREMES™**

**Contact:**

**Kellie K. Clark**

**Sr. Manager, Bids/Contracts**

**800-424-0422, Ext 257**

[kclark@toter.com](mailto:kclark@toter.com)

**COPY**

# **City of Edinburg, TX**

## **BID REQUEST #2017-16 “Universal Nestable and Litter Containers”**



### **Table of Contents**

- Introduction**
- Bid Documents with Pricing**
- Product Information**
- Warranty**
- References**
- Color Chips**



## Fact Sheet

- Toter® introduced its first product, an automated curbside cart system, to North America in the late 1960s. Since then, the brand has grown to multiple plastic product lines — wheeled carts, stationary carts, front load containers, composters, tilt trucks and more. Today, Toter is the top selling cart brand utilized for the curbside collection of waste, recycling and organics.
- Recognized throughout the industry as The World’s Toughest Carts™, Toter carts are produced using a patented, stress-free molding technology known as Advanced Rotational Molding™. This manufacturing process results in tougher, more durable carts.
- Toter operates manufacturing and distribution operations in Statesville, NC; Salt Lake City, Utah; Del Rio, Texas and Acuña, Coahuila, Mexico.
- Toter is a Wastequip® brand. Based in Charlotte, N.C., Wastequip employs more than 1,600 associates across 33 locations, including operations in the U.S., Canada, and Mexico.

### Statesville, North Carolina

- The Statesville facility opened in 1962 and serves as Toter’s headquarters. With 110,000 square feet of manufacturing and distribution space, it employs 131 associates.

### Salt Lake City, Utah

- The Salt Lake City Toter facility, at 60,000 square feet, began production in July 2014. Through 2017, the manufacturer will bring nearly 70 new jobs to the Salt Lake City region.

### Del Rio, Texas

- The Del Rio facility opened in 2005. With 108,000 square feet of manufacturing and distribution space, it typically employs 80 associates.

### Ciudad Acuña, Mexico

- As Toter’s largest facility, with 131,500 square feet, the Acuña facility employs about 560 people. It opened for business in 2000.

#### **Toter Headquarters**

841 Meacham Road  
Statesville, NC  
28677  
800.424.0422  
704.872.8171

#### **Salt Lake City Facility**

1137 South 3800 West  
Salt Lake City, Utah  
84104  
800.424.0422  
385.235.7449

#### **Del Rio Facility**

1661 Frontera  
Road Del Rio,  
Texas 78840  
800.424.0422  
830.775.3411

#### **Ciudad Acuña Facility**

Bvd Internacional Lote #15  
Parque Industrial  
Internacional Ciudad  
Acuña, Coahuila Mexico  
CP-26269  
800.424.0422  
830.775.3411



## EXECUTIVE SUMMARY

Toter® is North America's leading provider of waste and recycling two-wheel curbside collection carts. Additional products include specialty collection carts for document management, electronic waste, organics, medical waste, and more. The combination of our Advanced Rotational Molding™ process and superior plastic resin ensures Toter carts meet the needs of local governments and private collectors. Toter also provides an unmatched lowest total cost of ownership, thanks to a proven 15 to 20-year service life. Toter is the cart of choice for national retailers such as The Home Depot, Lowes, Walmart, Ace Hardware, True Value Hardware, Do It Best Hardware, and Costco. Toter is the only fully integrated cart manufacturer with an internal production of carts, lids, and wheels.

Please consider the following information regarding the economic, environmental, and sustainability benefits offered by Toter EVR II Carts:

### Advanced Rotational Molding – The Superior Process for Cart Molding:

Toter's Advanced Rotational Molding process produces carts that are molded "stress free" by using medium-density polyethylene. These materials are tougher, are more elastic, and have greater cold-weather-impact strength than injection-molded materials.

Toters have a significantly higher environmental stress crack resistance than injection-molded carts for improved resistance to cracking under load, and a higher elongation at yield for increased flexibility. This means longer-lasting carts with virtually no cracking in fully automated service and a documented service life of 15-20 years. Competitors' injection-molded products are produced from non-elastic materials that become brittle after a few years. Injection-molded carts are known to have an annual breakage rate exceeding 5-9% in the latter years of a 10-year warranty. Toter carts have an average annual warranty rate that is less than 2/10th of 1%, and, in some cases, significantly lower than this.



### Longer Service Life and Superior Sustainability:

Toter's lower overall failure rate means fewer complaints, fewer service trips to the field, fewer carts replaced, and in turn, lower life cycle costs for the hauler or municipality. Also, because these materials are tougher, less material can be used to produce the carts – typically 3-5 fewer pounds per 96-gallon cart. The results are carts that are tougher, lighter, easier to maneuver, and more sustainable.



### **Nestable Designs - Superior Productivity and Ergonomics:**



Toter's 48, 64, and 96-gal EVR II carts are nestable/stackable when fully assembled. The carts are up to 400% more productive to transport during cart delivery and service operations than competitors', a potential savings of \$2 to \$3 per cart. Whether in congested urban applications or remote collection areas, EVR II carts will dramatically reduce delivery costs. Moreover, delivering fully assembled carts is safer for the delivery crew - no more looking for parts to assemble carts on the street.

Nestable EVR II carts will reduce delivery costs, reduce fuel usage, and contribute to a lower carbon footprint. As an added benefit, Nestable carts can be stored fully assembled; dramatically reducing inventory space requirements. The Nestable wheel recessed in the cart's wheel well is protected from automated gripper damage that plagues wheels that project from the cart.

### **EVR II Series Sizes & Exclusive Features:**

All Toter EVR II carts conform to ANSI Standards Z245.30 & Z245.60 for cart safety and compatibility. EVR II carts are manufactured in exact 24, 32, 48, 64, & 96-gallon sizes for rate equity in "Pay As You Throw" programs. Toter's innovative 48-gallon size cart is the ideal "half cart" for use by residents who cannot handle a 96-gallon cart. Toter also offers a 35-gallon cart option and 21-gallon carts for organics.

EVR II carts are easy to assemble and disassemble, and the lids can be removed without damaging the carts. All Toter EVR II carts use a common size 10" diameter wheel (except the 32-gallon cart), the same wheel retainer, lid hinge and fasteners, and stop bar. This significantly reduces parts inventory and simplifies cart maintenance compared to competitors' carts.

### **Reduced Attraction for Animals and Vectors:**

Toter carts are completely sealed from top to bottom, beginning with an innovative double - sealed lid fitted to the cart's rugged rim in order to contain odors. Our rotating, replaceable steel stop bar is mounted into sealed, molded-in journals, while our competitors drill stop bar holes through the cart, which can leak vermin-attracting liquids during dumping.

### **Granite Colors:**

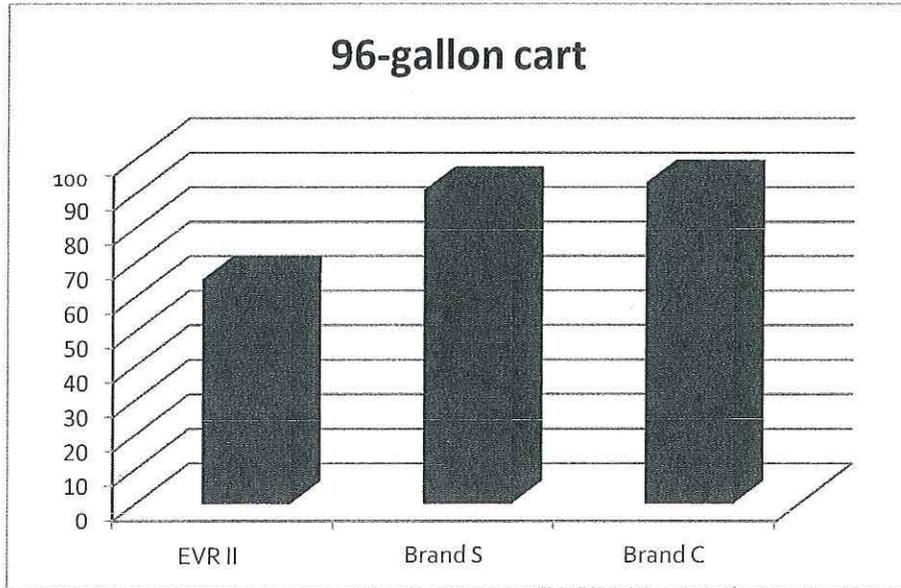
Toter EVR II carts are available in beautiful granite colors. The upscale colors create a premium appearance for collection programs. Granite colors help to hide routine scratches and scuffs, and users say "those carts are/look recycled" – perfect for new recycling and refuse programs. Our nine (9) granite colors offer perfect matches for every locale and can help differentiate between various material streams being collected.

**[www.toter.com](http://www.toter.com)**



**Ergonomics:**

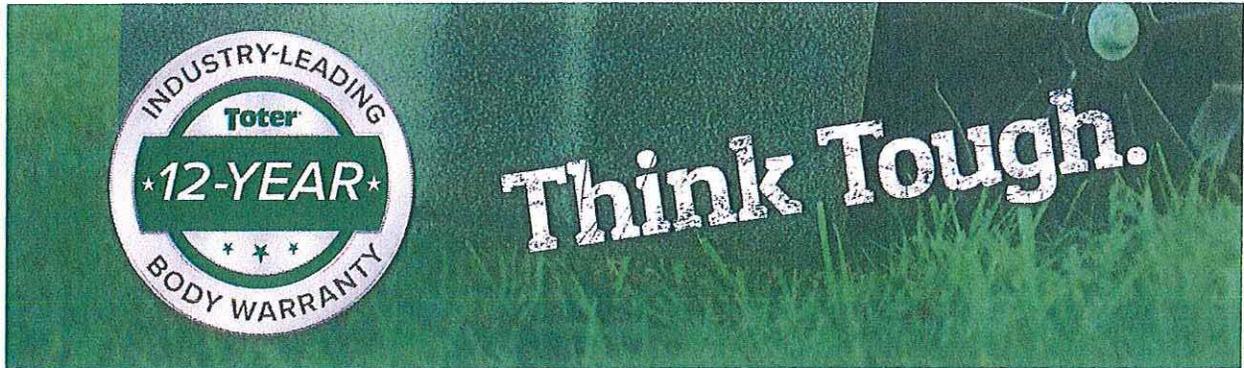
EVR II carts have superior tip-to-roll characteristics when fully loaded. EVR II carts can be up to 35% easier to move than competitors' products. This provides easier movement, increased safety, and convenience for collectors and residents.



Tip force requirement, in pounds, per ANSI data

# Toter®

BUILT FOR EXTREMES™



There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail –more than 2x longer. They're backed by a 12-year body warranty and a 10-year cart warranty, the best in the industry. Toter carts are extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection.

**FEATURES:**

- Rugged Rim® technology extends the life of the cart with reinforced material in critical wear areas
- Bottom wear strip shields against scratches with maximum strength protection
- Aerodynamic design for superior wind and set-down stability
- Constructed with up to 50% recycled material and are 100% recyclable
- Compatible with automated or semi-automated collection lifters

### The True Cost of a Toter Cart

Size	EVR II	Cost Avoidance = Savings!
96 gallon	\$53.66	\$8.59

Only Toter's 12-year body warranty brings significant savings to our customers. By avoiding the premature replacement of the body, we believe our customers will see a reduction in replacement cost of about \$7 to \$9 per cart over the first 12 years of service. When compared to competitors' pricing and 10- year warranties, customers cannot claim the above savings.



**CITY OF EDINBURG  
DEPARTMENT OF SOLID WASTE MANAGEMENT  
MINIMUM SPECIFICATIONS FOR  
UNIVERSAL NESTABLE AND CONTAINERS**

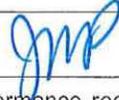
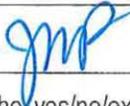
**BID NO. 2017 -16**

**BID OPENING DATE: Monday, October 03, 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 Universal Nestable and Litter Plastic Containers.

**GENERAL REQUIREMENTS AND AGREEMENT FOR UNIVERSAL NESTABLE AND LITTER PLASTIC CONTAINER:**

You are invited to submit a sealed bid for the purchase of Universal Nestable and Litter Plastic Containers as requested by the City of Edinburg Department of Solid Waste Management. **NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS** will be accepted unless requested by the City.

<b>INSTRUCTIONS</b>	INITIAL 
The specifications herein describe the minimum acceptable features, colors and performance requirements for rollout and litter waste containers the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL 
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b> , referencing applicable paragraph(s), and explained in detail on a separate page titled <b>"Exceptions"</b> . Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b> . Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	
	INITIAL 
<b>The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids.</b> It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term <b>by signing the Bid; the bidder agrees that he had read and understood the instruction</b> to bidders and thereby agrees to all of the specifications and	

stipulations as listed.

**SATISFACTORY SERVICE**

INITIAL

*gmp*

It is agreed that all goods and services by the supplier or service provider shall be to the satisfaction of a designated City representative. In the event that the supplier or service provider defaults on performance of any of these requirements or if the service provider has been unavailable or unresponsive to our requests for **three non-consecutive times**, the City shall have the right to terminate this agreement upon 30 days written notice delivered to the supplier or service provider by mail. The supplier or service provider shall maintain this contract during the termination period. Termination of the contract may not relieve the supplier or service provider of any liability to the City for damages sustained by the City because of any breach of this agreement by the supplier or service provider. The City may withhold any payments to supplier or service provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined.

**WARRANTY**

INITIAL

*gmp*

The successful supplier or service provider shall furnish **factory warranty** on all goods or services furnished hereunder against defect in materials and/or workmanship. The **factory warranty** shall become effective on the date of delivery and acceptance by the City. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the bid sheet or enclosed therewith.

**PRICE GUARANTEE PERIOD**

INITIAL

*gmp*

Pricing on all items shall be considered firm for twelve (12) month period and **NO CHANGES** on the listed price will be accepted during this time period.

**QUANTITY**

INITIAL

*gmp*

The City of Edinburg reserves the right to **purchase any part or all containers** as deemed necessary. The City of Edinburg also reserves the right to **increase or decrease** specific amounts or containers purchased.

**MANUFACTURING PROCESS**

Yes

No

EXCEPTION

Each container body must be manufactured by the **Rotational molding process**.

**PLASTIC MATERIAL**

Yes

No

EXCEPTION

Base plastic resin must be first quality linear polyethylene supplied by a national petrochemical producer.

Bidder must submit technical data sheet(s) from the resin producer, which verify that the resin to be used in the container body will meet the following minimum property levels:

ESCR - > 1000 hrs  
Elongation - > 1000%  
Density - 0.937-0.940

**RESIN ADDITIVES:**

Yes

No

EXCEPTION

The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molten state using a hot-melt compounding process.

Bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

**CONTAINER REQUIREMENTS**

Yes

No

EXCEPTION

The rollout containers must be compatible with standard American semi-automated bar-locking lifters (**ANSI type B**) as well as automated arm lifters (**ANSI type G**) and function as follows:

**ANSI CONFORMANCE**

Yes

No

EXCEPTION

Containers bid herein must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" containers.

Bidder must submit independently certified copies of all **ANSI test results** with bid. Test results must state load (in pounds) under which tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in all literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.

**COLOR**

Yes

No

EXCEPTION

The container body color shall be a special "**granite-like**" color of base colors of gray, brown, tan, dark blue, black and green. These granite colors shall feature a pebble-like finish with multi colors in the surface blending together to create a granite-like visual impression. Surface treatments, spray-on finishes and materials that are not homogenous are not acceptable. Bidder must submit color chips of all special granite colors available.

**MARKINGS:**

INITIAL

*gmp*

Each container must be permanently marked with letters/numbers, as follows:

**SERIAL NUMBERS**

Each container must have a serial number hot stamped in white on the front face of its body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the City. The bidder will maintain a file that will identify the date of manufacture by the serial number.

**BODY HOT STAMP**

The Seal of the City shall be hot stamped onto both sides of the cart body.

**LID HOT STAMP**

Custom City instructions shall be hot stamped onto cart lid.

**USER INSTRUCTIONS**

Instructions for the safe use of the container must be molded into each lid. Instructions shall be in both English and Spanish.

**LOAD RATING**

The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.

**EXPERIENCE / REFERENCES**

INITIAL

Bidder must submit with its bid a **reference list** of municipalities currently using the bidder's products. The list must include at least ten (10) municipalities who currently have at least 20,000 carts in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference. Failure to include these references will result in bid disqualification.

**WARRANTY**

*Toter exceeds the City's specifications by providing a 12-year body warranty, and 10 years of coverage on all other cart components.*

INITIAL

Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for **no less than ten (10) full years** and must specifically provide for **no-charge replacement** of any component parts which fail in materials of workmanship for a period of ten (10) years after installation. The bidders warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

- Failure of the lid to prevent rain water from entering the container when in the closed position.
- Damage to the container body, lid, or any component parts through opening or closing the lid.
- Failure of the body and lid to maintain their original shape.
- Damage or cracking of the container body through normal operating conditions.
- Failure of the wheels to provide continuous, easy mobility, as originally designed.
- Failure of any part to conform to minimum standards as specified herein.

If bidder is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the bidder. The bidder must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder, should the bidder ever be in a position to not do so. Such letter shall be signed by the owning entity's top officer and notarized.

Warranty specimen of exact warranty offered must be included with proposal.

**PRICE ADJUSTMENTS:**

INITIAL

If the cost of manufacturing materials is increased through no act on the part of the contractor other than to comply with any prevailing rise in the Market Prices of materials used, prices shall be increased only to the point of absorbing additional costs of materials paid for by the Contractor. The City may request that the Contractor provide written documentation from the manufacturer/supplier of the materials to substantiate price increases.

Contract extensions will be based on a mutual written agreement between the successful bidder and the City.

LEGAL OR ADMINISTRATIVE SETTLEMENTS:

INITIAL

*gms*

The manufacturer of the cart must submit the name, contact name and telephone number for each government or agency with which it has had a legal or administrative settlement of warranty, cart failure claims or contract performance within the last ten (10) years including ongoing negotiations of settlement. Include a brief summary of the settlement or indicate if a "gag order" was imposed, and by whom it was ordered. This information must be provided on a separate page entitled "Legal or Administrative Settlements."

**96 GALLON ROLLOUT CONTAINERS**

MANUFACTURING PROCESSES AND MATERIALS:

Yes

No

EXCEPTION

Each rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

LOAD RATING

Yes

No

EXCEPTION

Containers must be designed to regularly receive and dump the following pounds of waste materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.

**96 Gallon – 335 pounds**

Bidder must submit its normal **printed color sales brochure** which shows the exact product item bid and the corresponding load rating. Bidder must mark the location of the load rating on the brochure with a bold red arrow so as to aim directly at the load rating. Load rating stated on literature must exactly match all specifications, ANSI certification submitted with bidder's proposal, and the load rating permanently marked on the product.

**96 Gallon: STATE LOAD RATING - 335 pounds**

WEIGHT

Yes

No

EXCEPTION

The total weight of the fully assembled container shall be as follows:

**96 Gallon** – 32 pounds minimum to 37 pounds maximum

STATE FULLY ASSEMBLED WEIGHT –

**96 Gallon** - 35.2 pounds

CAPACITY	<input checked="" type="radio"/> Yes	<input type="radio"/> No	EXCEPTION
----------	--------------------------------------	--------------------------	-----------

The total capacity of the container body, excluding the lid, must be 96 U.S. gallons (+/- 2%). Bidder must include an independent test result according to ANSI Z245.30-2008, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).

**96 Gallon:** STATE BODY CAPACITY - 96.36 U.S. Gallons

DIMENSIONS	<input checked="" type="radio"/> Yes	<input type="radio"/> No	EXCEPTION
------------	--------------------------------------	--------------------------	-----------

The exterior dimensions of the completely assembled containers shall be as follows:

**96 Gallon** –

Height: 43.25"	STATE HEIGHT	-	<u>43.25</u>	"
Length: 35.25"	STATE LENGTH	-	<u>35.25</u>	"
Width: 29.75"	STATE WIDTH	-	<u>29.75</u>	"

RIM OF BODY	<input checked="" type="radio"/> Yes	<input type="radio"/> No	EXCEPTION
-------------	--------------------------------------	--------------------------	-----------

The upper rim of each body must consist of a closed tubular design, similar to square steel tubing, for maximum strength during collection. The rim must also include a ledge on which the lid rests to create a tight seal between body and lid. Rolled over or other rims that are open on the underside are NOT acceptable.

HANDLES	<input checked="" type="radio"/> Yes	<input type="radio"/> No	EXCEPTION
---------	--------------------------------------	--------------------------	-----------

Each container must be equipped with two (2) handles, each a minimum of 1" diameter. The handles and handle mounts must be an integrally molded part of the container body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.

LID	<input checked="" type="radio"/> Yes	No	EXCEPTION
<p>The lid shall be configured to ensure that it will not warp, bend, slump, or distort such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. <u>Lid latches are unacceptable.</u></p>			
BOTTOM	<input checked="" type="radio"/> Yes	No	EXCEPTION
<p>The bottom of the container must have a molded-in wear strip to protect against dragging. Container base must be impact resistant at all points (four corners and the center) of the base for durability. <u>Screw-on, bolt-on, or pop-on wear guards are unacceptable.</u></p>			
WHEELS	<input checked="" type="radio"/> Yes	No	EXCEPTION
<p>Wheels shall be 10" diameter and 1.75" wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting 200 pounds per wheel.</p>			
AXLE	<input checked="" type="radio"/> Yes	No	EXCEPTION
<p>The axle must be 5/8" diameter zinc chromate plated solid high strength steel fully supported by cart body. Axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container. Each molded-in axle journal must be at least 1" wide. <u>Axles attached by means of bolts or rivets are unacceptable.</u></p>			
STABILITY	<input checked="" type="radio"/> Yes	No	EXCEPTION
<p>Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds of up to 25 mph when empty. Containers must be easy for a citizen to tilt to the roll position when fully loaded while keeping both feet on the ground. Any container which is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified. <u>Containers that require a foot fulcrum to assist in tilting the container are unacceptable.</u></p>			
LIFT SYSTEM	<input checked="" type="radio"/> Yes	No	EXCEPTION
<p>Each container shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the container. The lower lift bar must be designed to withstand over ten (10) years of lifter attachment, and must be 1" diameter galvanized steel. It must freely rotate a full 360° on its own axis. The lower bar must be mounted in molded-in plastic bearings so that it is not exposed to the contents inside the container. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, fasteners, etc. <u>Containers with bolted on lower bars or plastic lower bars are NOT acceptable.</u></p>			
NESTABILITY	<input checked="" type="radio"/> Yes	No	EXCEPTION
<p>Containers must be designed so that each fully assembled container can be stacked inside another fully assembled container for maximum efficiency in storage and delivery. <u>Containers that will not nest one inside another when fully assembled are NOT acceptable.</u></p>			

ITEM	QTY	DESCRIPTION OF GOODS OR SERVICES	WARRANTY	FREIGHT	UNIT PRICE	EXTENDED PRICE
1	1092	95 Gallon Universal / Nestable Plastic Roll Out Containers Standard Bid	12 years for cart body and 10 years on other cart components (see attached Warranty and information)	\$958.00 per load - or 3 loads at: \$ 2,874.00	\$ 56.91	\$ 65,019.72
		95 Gallon Universal / Nestable Plastic Roll Out Containers <u>HGAC</u> / BUYBOARD Bid Pricing	12 years for cart body and 10 years on other cart components (see attached Warranty and information)	\$920.24 per load - or 3 loads at: \$ 2,760.72	\$ 53.66	\$ 61,357.44
2	1	95 Gallon Replacement Lid with Accessories	No Warranty for Parts (including Lids)	Please see attached Toter's "\$Notes to Pricing"	Standard Bid: \$17.80 HGAC Bid: \$ 16.95	Standard Bid: \$17.80 HGAC Bid: \$ 16.95

Please see attached Toter's "Notes to Pricing" located after this page 19.

### 60 GALLON AUTOMATED LITTER CONTAINER WITH AUTOMATIC RELEASE LATCH

GENERAL:

Yes

No

EXCEPTION

The following specifications describe a container into which citizens can deposit litter and which can be emptied using the City's fully automated refuse trucks. The City will purchase these containers for use throughout its public areas. The plastic resin material and the finished container must meet the minimum specifications herein.

MATERIAL/PROCESS:

Yes

No

EXCEPTION

Container body, lid and base is rotationally molded, first quality MDPE (medium density polyethylene) as produced by a primary manufacturer such as Exxon LL-8400 or NOVA Chemicals TI-0338-A. Certified to contain a propriety blend of ultraviolet stabilization additives and color hot-melt compounded into the material. Containers may be manufactured using up to 50% recycled resin subject to availability of acceptable recycled resin materials at time of production, and based on color of cart and preference of customer.

DIMENSIONS:

Yes

No

EXCEPTION

The container shall have the following outside dimensions:

#### 60 Gallon –

Height: 48.75"	STATE HEIGHT	-	<u>48.75</u> "
Length: 28.25"	STATE LENGTH	-	<u>28.25</u> "
Width: 27.25"	STATE WIDTH	-	<u>27.25</u> "

The container shall have an appearance such as depicted in Figure A below.

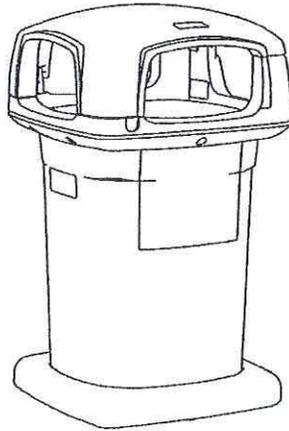


**TOTER LLC'S "NOTES TO PRICING"  
For The City Of Edinburg, TX "Bid #2017-16  
"Universal/Nestable and Litter Containers"  
Bid Document Page 19**

**NOTES TO PRICING:**

- Standard Bid Pricing and HGAC Bid Pricing is based on orders placed for 1,092 Universal/Nestable Carts, or in lots of truckload quantities (364 carts per full truckload). Carts will be shipped with all components factory installed and "Ready to Roll" upon delivery to the City. (No City assembly required.) Carts safely nest/stack 7 carts high for shipment and storage.
- Lid Freight for either Standard Bid Pricing or HGAC Bid Pricing: Please note that 28 lids will fit with each load of Universal/Nestable Carts, and may be shipped without additional freight charges. Or, the City may order up to 3,024 lids with 50 Litter Containers without additional freight charges. Other order quantities/arrangements may incur additional freight, which may be quoted by Toter upon request.
- Delivery for Universal/Nestable Carts to be within 4-6 weeks after Toter's receipt of the City's written Purchase Order, and approval in writing of Order Confirmation and Markings Approvals Forms. This delivery timeframe applies to Standard and HGAC Bid Pricings.
- Toter will hold pricing firm for Standard Bid Pricing, but HGAC pricing follows Toter's HGAC Contract (attached to Toter's Proposal).
- Payment Terms: Net 30 days
- Pricing does not include applicable taxes.

Figure A



LOAD RATING:	<input checked="" type="radio"/> Yes	No	EXCEPTION			
The container must be designed to regularly handle a load of 200 pounds, excluding the weight of the container.						
BASE:	<input checked="" type="radio"/> Yes	No	EXCEPTION			
The base of the container shall be separately molded unit onto which the body is attached. The base shall be hollow, with one cubic foot of capacity inside it so that sand can be added for additional stability. The base is attached to the body using six zinc plated Hex Head cap screws size 5/16" – 18 x 1-1/8".						
BODY:	<input checked="" type="radio"/> Yes	No	EXCEPTION			
The body of the container shall be molded so that its top rim has a sealed, hollow beam design for maximum structural strength. The top rim shall have molded-in fastener recesses for the six lid attachment bolts. The body must be rotationally molded so that it can flex to withstand the squeezing forces of the automated lifting mechanism. The capacity of the body shall be 60 U.S. gallons.						
LID:	<input checked="" type="radio"/> Yes	No	EXCEPTION			
The lid of the container shall consist of two pieces hinged together, allowing the top to swing open during the automated dumping cycle. When closed, the two pieces form a covered top with four separate openings, one on each of the four sides. Each opening will be 8.5" in height. The two hinges shall be galvanized pins secured with flush mounted anchor screws. The lid shall be attached to the body with six zinc plated cap screws size 1/4" – 20 x 3/4".						
LOCK:	<input checked="" type="radio"/> Yes	No	EXCEPTION			
The container shall be equipped with a locking mechanism that automatically releases when the container is tilted by the automated arm. Any locking mechanism that requires the driver to physically touch the container is unacceptable.						
ITEM	QTY	DESCRIPTION OF GOODS OR SERVICES	WARRANTY	FREIGHT	UNIT PRICE	EXTENDED PRICE

1	50	60 Gallon Automated Litter Container with Automatic Release Latch Standard Bid	3 years  (Attached)	Per Load  \$ 980.00	\$ 360.00	\$ 18,980.00
		60 Gallon Automated Litter Container with Automatic Release Latch <b>HGAC</b> BUYBOARD Bid Pricing	3 years  (Attached)	Per Load  \$ 920.24	\$ 346.50	\$ 18,245.24

**Toter's Notes to Pricing:**

Standard Bid Pricing will follow "Price Guarantee Period" stated on page 13 of this Bid 2017-16.  
HGAC Bid Pricing will follow Toter's HGAC Contract pricing guidelines (Contract attached).

Delivery to be 8-10 weeks after Toter's receipt of Purchase Order in writing from the City.

*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 29 day of September, 2016.

SIGNATURE:



TYPE/PRINT NAME:

James W. Pickett

TITLE:

Vice President, Sales

COMPANY:

Toter, LLC

ADDRESS:

841 Meacham Road

Statesville, NC 28677

TELEPHONE NO.:

800-424-0422, Ext 257

FAX NO.:

704-878-0734

EMAIL:

kclark@toter.com

**Please send all correspondence and Purchase Orders to:**  
**Kellie K. Clark**  
**Sr. Manager, Bids/Contracts**  
 (at above contact information)

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
TOTER, LLC  
Statesville, North Carolina

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Toter, LLC**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 841 Meacham Road, Statesville, North Carolina 28677.

**ARTICLE 1:**

**SCOPE OF SERVICES**

The parties have entered into a **Refuse and Recycling Containers & Lifters** Contract to become effective as of January 1, 2016, and to continue through December 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Refuse and Recycling Containers & Lifters** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Refuse and Recycling Containers & Lifters** through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2:**

**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:RC01-16, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:RC01-16, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3:**

**LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4:**

**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5:**

**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6:**

**END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

**ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9: REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]***

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

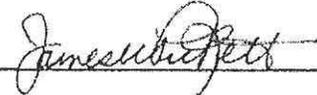
Signed for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Jack Lore, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Deidre Vick, Director of Public Services  
Date: Dec 4, 2015

Signed for Toter, LLC  
Statesville, North Carolina:

  
\_\_\_\_\_

Printed Name & Title: James W. Pickett - Vice President, Sales

Date: November 18, 20 15

Attest for Toter, LLC  
Statesville, North Carolina:

  
\_\_\_\_\_

Printed Name & Title: Richard Sedory - Sr. Vice President, General Counsel and Secretary

Date: November 18, 20 15

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**  
 Chance Hennig, Derrick Masimer, Jim Pickett, Kellie Clark, Bonnie Lewis, Laura Hubbard,  
 Margaret Morgan, Maria Salinas, Langley Borneman, Rich Sedory, Mary-Karen Bierman

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

**3 Name of local government officer about whom the information is being disclosed.**  
 None  
 \_\_\_\_\_  
 Name of Officer

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

None

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

Yes  No

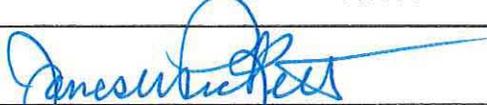
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

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

None

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

**7**  
  
 \_\_\_\_\_  
 Signature of vendor doing business with the governmental entity  
 James W. Pickett - Vice President, Sales

September 29, 2016

\_\_\_\_\_ Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.





**BUILT FOR EXTREMES™**

**TOTER® EVR™ II UNIVERSAL/NESTABLE  
MODELS #79296  
PRODUCT SPECIFICATIONS**

**MATERIAL/PROCESS:**

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer such as NOVA Chemicals TI-0338-A. Cart lid is molded with equivalent polyethylene materials. Material is certified to contain a proprietary blend of ultraviolet stabilization and color hot-melt compound. Carts may be manufactured using up to 50% recycled resin, based on color of cart. Recycled resin subject to availability of acceptable recycled resin materials at time of production. All materials are 100% recyclable (both metal and plastic components).

**CART LID:**

Lid is attached securely to the body by two molded polyethylene hinges permanently attached to the lid. Rotates 270 degrees with no interference. Lid is domed to facilitate run-off of water. Lid fits closely on top rim of cart.

**LID MARKINGS:**

Lid is imprinted with "Instructions" and "Indications and Contraindications" in English, French and Spanish. Custom marking hot stamped onto lid in White.

**CART BODY:**

Handle is an integrally molded part of the cart body. External handle diameter is 1.25". One piece handle features comfortable and convenient gripping areas. Handle is 100% part of cart body, allowing cart to be used safely without lid if necessary. Handle includes center support molded in cart body.

Top of cart body features Toter's patented Rugged Rim® for extra rigidity and tight lid fit. Container bottom features multiple bottom chimes (wear strips) for maximum abrasion protection. Container body is completely sealed without any open areas.

Stop bar is 1.0" diameter, zinc plated steel tubing and is factory installed. Stop bar rotates 360 degrees inside molded plastic journals in the cart body during cart pickup to prevent bar damage.

Axle is 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting.

Wheels are one piece 10" x 1.75" (nominal) blow molded wheels with knobby treads, high molecular weight polyethylene. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with zinc plated steel drive-on pal-nuts.

**BODY MARKINGS:**

Custom sequential serial numbers permanently hot stamped in White, 1½" high on front of cart body, with year of manufacture encoded and sequence from the City. Manufacturer's name/code and month/year of manufacture molded into the side. Custom marking hot stamped onto both sides of cart body in White.

**NESTABILITY:**

Nestable design allows FULLY ASSEMBLED carts to be stacked one inside another for storage and delivery efficiency and cost savings.

**COLOR:**

Ultraviolet stabilized, non-fading Special Granite colors for body (solid standard color lid) are available - #249 Sandstone, #279 Brownstone, #129 Graystone, #149 Dark Gray Granite, #709 Bluestone, #769 Navy Granite, #968 Greenstone, #929 Toter Green Granite and #209 Blackstone. Solid standard colors for lids are available in #940 Green, #125 Gray, #270 Brown, #705 Blue or #200 Black.

**DIMENSIONS:**

Model #	79296
Length:	35.50"
Width:	29.75" – Fits through gates and doors
Height:	43.50"

**CAPACITY:**

Volume 96.36 US Gallons, body of containers only.

**WEIGHTS:**

Fully Assembled – 35.2 pounds.

**LOAD RATING:**

Conforms with ANSI Standard Z245.30, which limits maximum load rating to 3.5 pounds per gallon. Load Rating: 335 lbs.

**WARRANTY:**

Container body is covered by a twelve (12) year warranty, and all other cart components are covered for ten (10) years.



**STEVE L. KNIGHT, PE**  
1507 MT. VERNON AVE  
STATESVILLE, NC 28677  
PHONE (704) 878-2996  
FAX (704) 878-8887

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June 6, 2008

Ms. Kellie Clarke  
Toter, Inc.  
841 Meacham Road  
Statesville, NC 28677

***RE: Cart Testing ANSI Review***

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART BODY  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix A

**RESULTS:** Passed

### **COMMENTS**

The volume contained in the body is 96.36 gallons.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L Knight*  
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## CERTIFICATION OF SLOPE STABILITY TEST

TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296

### TEST METHOD

ANSI Standard Z245.30-1999 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 335 lbs.

RESULTS: Passed

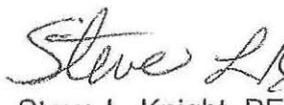
### COMMENTS

The cart remained stable in all four directions.

### CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

  
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

---

## CERTIFICATION OF DURABILITY DURING PULLING

TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296

### TEST METHOD

ANSI Standard Z245.30-1999 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 335 lbs.

RESULTS: Passed

### COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

### CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 13, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*  
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296

### TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 335 lbs.

**RESULTS:** Passed (semi-automated dumping)

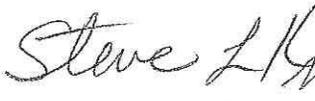
### COMMENTS

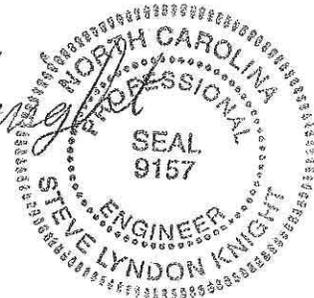
A Toter Trimlift II cart dumper was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

### CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

  
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296

### TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 335 lbs.

RESULTS: Passed (automated dumping)

### COMMENTS

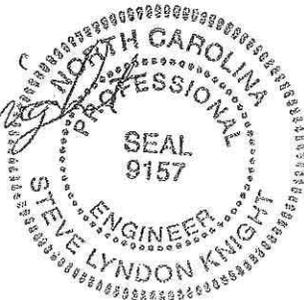
An automated cart dumper was used to dump the cart with a load of 335 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

### CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*  
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296

### TEST METHOD

ANSI Standard Z245.30-1999 Appendix E

Test Loading: Filled cart with 335 lbs.

RESULTS: Passed

### COMMENTS

The average height of the handle was 33 1/8" above the ground at its center of balance position.

### CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## CERTIFICATION OF FORCE TO TIP TEST

TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296

### TEST METHOD

ANSI Standard Z245.30-1999 Appendix F

Test Loading: Filled cart with 335 lbs.

RESULTS: Passed

### COMMENTS

The cart was tipped toward the point of balance with an average force of 67.6 pounds.

### CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*  
Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF LID TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix G

**RESULTS:** Passed

### **COMMENTS**

The cart lid (part number 96796) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

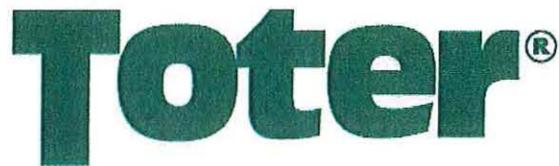
### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





**BUILT FOR EXTREMES™**

## **TOTER SUSTAINABILITY AND GREEN INITIATIVES**

As the leader in rollout waste and recycling containers for over 30 years, Toter has responded to the need for sustainable products expressed by our hundreds of municipal customers. We have also adopted significant green initiatives in our manufacturing and logistics operations.

Toter Products are the most sustainable because:

### **Recycled material usage**

- Rotationally Molded Toter Carts with higher strength Medium Density Polyethylene (MDPE) have a superior strength-to-weight ratio that requires less plastic. Toter's annual sales save Toter customers approximately 12 million pounds of unnecessary plastic consumption versus competitors' carts.
- Toter has engineered a superior solid steel axle for Toter Carts that saves our customers approximately 4.2 million pounds of unnecessary steel consumption annually for competitors' larger diameter carts.
- Toter steel components contain 80% to 100% recycled steel, thereby saving over 3 million pounds of unnecessary primary steel processing each year.
- Toter Carts can be manufactured with up to 50% Recycled Polyethylene, depending upon the cart color.
- Toter's innovative "Granite" colors reinforce the recycling message with the public who equate our multi-color finishes as "the recycled carts."

### **Reduced material usage**

- Compared to the ten (10) year service life of other cart brands, Toter's fifteen (15) to twenty (20) year service life reduces raw material usage per year of service by 25% to 50%.
- Toter carts have an industry-wide low failure rate, which in turn consumes less material (resin and steel), fuel consumption, and resources.

### **Efficient shipping design**

- Toter Carts are designed for better truck fill, thereby reducing fuel consumption per cart delivered by up to 33% compared to competitors' carts.
- Toter's Nestable Design (carts stack one inside another when fully assembled) allows our customers to deliver 2 to 3 times more Toter Carts per delivery trip compared to other brands, thereby reducing fuel consumption and emissions.

Toter has instituted important green initiatives in our plants and logistics:

- Toter recycles carts and bins that have been removed from service.
- New shipping plans have eliminated all corrugated boxes. Carts are shipped fully assembled with the exception of components inside the cart.
- By locating component manufacturing as close as possible to our cart molding operation, over the road shipping, fuel consumption and emissions have been reduced significantly.
- Any and all inbound disposable packaging is recycled.
- Toter recycles the cooling water used in its rotational molding manufacturing.

# Toter®

**BUILT FOR EXTREMES™**

## **CREDIT FOR RETIRED CARTS AND BINS!**

### **RECYCLING CARTS AND BINS THAT HAVE SERVED THEIR USEFUL LIFE**

Toter, LLC has noted the City's effort to replace roll carts/bins that have served their useful life. We would be pleased to work with the City to ensure a safe, economical, and environmentally friendly procedure to recover a valuable resource and to reduce landfill cost and volume.

Toter will arrange for the pick-up of rotational, and injection molded containers/bins and lids that are at the end of their useful life (non-blow molded materials, i.e. the wheels, or cross-link polyethylene) and Toter carts not currently under their warranty period. Toter can also take carts which are non-Toter branded (i.e. Otto), should you have those as well. **This purchase price for resin will reflect the per pound rate based on the current market price of resin and the freight to transport the carts.** Each credit earned will be valid for the City's next purchase of new Toter containers or will be paid to the City by check. Please note that in recent months, the market has changed significantly and is in a down period; thus affecting the cost per pound which can be offered.

Materials must be cleaned and all hardware and accessories removed prior to pick up. (The Galvanized Steel axle and stop bar are readily recyclable through local steel scrap processors but cannot be given back to Toter.) Containers must also be nested and stacked to a maximum stack height of 96 inches, with wheels left on bottom containers for better maneuverability of stacks.

The City can contact Kellie Clark (800-424-0422, Ext. 257), to arrange to discuss the aspects of this program. To make arrangements for containers to be picked up, please contact your local Sales Representative. The minimum quantity per pick up is a truckload (usually minimum 400-500 carts). The City is responsible for loading containers at time of pick up.



## Hot Melt Compounding Statement

Toter, LLC blends linear medium density polyethylene with UV stabilizers and colorant using hot-melt compounding extruders at its rotational molding plants. The use of this process ensures thorough distribution of these additives throughout the cart.

This certifies that all cart bodies and lids supplied by Toter, LLC will be composed of this hot-melt compounded plastic.

A handwritten signature in blue ink, which appears to read "James W. Pickett", is written over a horizontal line. The signature is fluid and cursive.

James W. Pickett – Vice President, Sales

September 29, 2016

**NOVAPOL<sup>®</sup>** POLYETHYLENE

**NOVAPOL**

Product Data Sheet  
Rotational Molding Resin

Melt Index 3.5  
Density 0.938

**FEATURES:**

- Hexene copolymer
- Excellent impact
- Excellent ESCR

**ADDITIVES:**

- Processing antioxidants

**APPLICATIONS:**

- Large parts
- Agricultural storage tanks

Properties	ASTM (1)	Typical Values (2)	
		SI Units	English Units
Melt Index (3)	D 1238	3.5 g/10 min	
Density	D 792	0.938 g/cm <sup>3</sup>	
Melting Point		129 °C	264 °F
Crystallization Temperature		114 °C	237 °F
% Crystallinity		56 %	56 %
<b>Molded Plaque Properties</b>			
Tensile Strength @ Yield	D 638	20.6 MPa	3 000 psi
Tensile Strength @ Break		D 638 29.1	MPa 4 200
Elongation @ Yield	D 638	12 %	12 %
Elongation @ Break	D 638	1 000 %	1 000 %
Flexural Modulus	D 790	702 MPa	102 000 psi
Izod Impact Resistance (4)	D 256	182 J/m	3.4 ft-lb/in
Tensile Impact Strength	D 1822	145 kJ/m <sup>2</sup>	69.1 ft-lb/in <sup>2</sup>
ARM Impact (5)		74.5 J/m	55 ft-lb/in
Softening Point (Vicat)	D 1525	122 °C	252 °F
Heat Deflection Temperature (6)	D 648	58 °C	136 °F
ESCR, F <sub>50</sub> 100% IGEPAL(7)	D 1693	>1 000 hr	>1 000 hr
ESCR, F <sub>50</sub> 10% IGEPAL (7)	D 1693	30 hr	30 hr

(1) Properties designated have been determined in accordance with the current issues of the specified testing methods. Methods of the American Society for Testing and Materials (ASTM) are used wherever applicable.

(2) Typical Values represent average laboratory values and are intended as guides only, not as specifications.

(3) Condition 190/2.16.

(4) 125 mil sample, notched.

(5) Association of Rotational Molders, -40°C, 3.2 mm (0.125 in).

(6) @ 66 psi.

(7) Environmental stress crack resistance, Condition A.

# NOVAPOL<sup>®</sup> POLYETHYLENE

### AVAILABILITY

NOVAPOL polyethylene resins are available in bulk hopper cars, hopper trucks, boxes, sea bulk containers or bags. The product type and batch number are clearly marked on each container. Contact the NOVA Chemicals sales office nearest you for availability in your area.

### STORAGE/HANDLING

TI-0338-A should be stored in a clean, dry place at ambient temperatures. Prolonged or improper storage can result in deterioration of product properties. Care should be taken when handling and transferring product to prevent foreign matter contamination. The NOVA Chemicals material safety data sheet (MSDS) contains important safety information and should be reviewed before using the product.

### PROCESSING CONDITIONS

Comprehensive assistance with processing conditions and technology is available from NOVA Chemicals Technical Service.

### FOOD PACKAGING STATUS

**Canada:** NOVA Chemicals Ltd. has not submitted TI-0338-A to HPB for an opinion on its use in Canada for food packaging applications. Please contact your NOVA Chemicals Technical Service representative for information on the use of this resin in the packaging of specific foodstuffs.

**United States:** TI-0338-A complies with the specifications contained in the U.S. Food and Drug Administration (FDA) regulation 21 CFR 177.1520 for olefin polymers, para. (c) 3.2a, and may thus be used in the United States as an article or component of an article intended for use in contact with food.

**Other Countries:** For regulatory compliance information for other countries, please contact your nearest NOVA Chemicals office.

### ENVIRONMENTAL

NOVA Chemicals' polyethylene resins are biologically and chemically inert, but improper disposal may present an ingestion hazard to wildlife. Where recycling of NOVA Chemicals' polyethylene resins is not possible, disposal to landfill or incineration in accordance with all applicable government laws and regulations is recommended. Please contact NOVA Chemicals Technical Service for further information on recycling and disposal of NOVA Chemicals resins.



LDPE is the SPI resin code developed for low density and linear low density polyethylene to identify material type for sorting and recycling purposes.

NOVA Chemicals Technical  
Centre  
3620 - 32 Street N.E.  
Calgary, Alberta  
Canada T1Y 6G7  
Tel: 403-291-8444  
Fax: 403-291-0493

NOVA Chemicals Ltd.  
Head Office  
645 Seventh Avenue S.W.  
P.O. Box 2535, Station M  
Calgary, Alberta  
Canada T2P 2N6  
Tel: 403-750-3600  
Fax: 403-269-7410

NOVA Chemicals Ltd  
2nd Floor  
6711 Mississauga Road  
Mississauga, Ontario  
Canada L5N 2W3  
Tel: 905-542-3338  
Toll Free: 1-800-263-2581  
Fax: 905-542-8075

NOVA Chemicals Ltd.  
1250, boul. René-Lévesque  
Ouest  
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Canada H3B 4W8  
Tel: 514-989-3120  
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Tel: 412-490-4000  
Toll Free: 800-222-7213  
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NOVA Chemicals  
(International) S.A.  
(Int'l Head Office)  
Route De La Glâne 107  
CH-1752 Villars-sur-Glâne  
Switzerland  
H4R 2J8  
(Reception and Polymers  
Marketing)  
Tel: 41-26-409-73-05  
Fax: 41-26-409-73-20  
(Europe and Africa Sales)  
Fax: 41-26-409-73-26



**DOW™ MDPE DNDA-1650 NT**  
**Medium Density Polyethylene Resin**

**Overview** DOW DNDA-1650 NT 7 Medium Density Polyethylene Resin is well suited for use as a masterbatch for rotomolding applications. This resin incorporates a minimal stabilization package to designed to provide stabilization during processing only.

Main Characteristics:

- Masterbatch resin for rotomolding applications

Complies with:

- U.S. FDA 21 CFR 177.1520(c)3.1a.
- Europe EU-Directive 2002/72/EC

Consult the regulations for complete details.

Physical	Nominal Value (English)	Nominal Value (SI)	Test Method
Density	0.935 g/cm <sup>3</sup>	0.935 g/cm <sup>3</sup>	ASTM D792
Melt Index (190°C/2.16 kg)	5.2 g/10 min	5.2 g/10 min	ASTM D1238

**Notes**

These are typical properties only and are not to be construed as specifications. Users should confirm results by their own tests.

## Product Stewardship

The Dow Chemical Company and its subsidiaries ("Dow") has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our Product Stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our Product Stewardship program rests with each and every individual involved with Dow products — from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

## Customer Notice

Dow strongly encourages its customers to review both their manufacturing processes and their applications of Dow products from the standpoint of human health and environmental quality to ensure that Dow products are not used in ways for which they are not intended or tested. Dow personnel are available to answer your questions and to provide reasonable technical support. Dow product literature, including safety data sheets, should be consulted prior to use of Dow products. Current safety data sheets are available from Dow.

## Medical Applications Policy

**NOTICE REGARDING MEDICAL APPLICATION RESTRICTIONS:** Dow will not knowingly sell or sample any product or service ("Product") into any commercial or developmental application that is intended for:

- long-term or permanent contact with internal bodily fluids or tissues. "Long-term" is contact which exceeds 72 continuous hours;
- use in cardiac prosthetic devices regardless of the length of time involved ("cardiac prosthetic devices" include, but are not limited to, pacemaker leads and devices, artificial hearts, heart valves, intra-aortic balloons and control systems, and ventricular bypass-assisted devices);
- use as a critical component in medical devices that support or sustain human life; or
- use specifically by pregnant women or in applications designed specifically to promote or interfere with human reproduction.

Dow requests that customers considering use of Dow products in medical applications notify Dow so that appropriate assessments may be conducted. Dow does not endorse or claim suitability of its products for specific medical applications. It is the responsibility of the medical device or pharmaceutical manufacturer to determine that the Dow product is safe, lawful, and technically suitable for the intended use. **DOW MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY OF ANY DOW PRODUCT FOR USE IN MEDICAL APPLICATIONS.**

## Disclaimer

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**NOTICE:** If products are described as "experimental" or "developmental": (1) product specifications may not be fully determined; (2) analysis of hazards and caution in handling and use are required; (3) there is greater potential for Dow to change specifications and/or discontinue production; and (4) although Dow may from time to time provide samples of such products, Dow is not obligated to supply or otherwise commercialize such products for any use or application whatsoever.

## Additional Information

North America		Europe/Middle East	+800-3694-6367
U.S. & Canada:	1-800-441-4369		+32-3-450-2240
	1-989-832-1426	Italy:	+800-783-825
Mexico:	+1-800-441-4369		
Latin America		South Africa	+800-99-5078
Argentina:	+54-11-4319-0100		
Brazil:	+55-11-5188-9000		
Colombia:	+57-1-219-6000	Asia Pacific	+800-7776-7776
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[www.dowplastics.com](http://www.dowplastics.com)

This document is intended for use within Latin America, North America

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**BUILT FOR EXTREMES™**

## Toter Launches Waste Industry's Longest Cart Body Warranty

*Published on 02/09/16*

CHARLOTTE, N.C. [February 9, 2016] – Toter, a Wastequip brand, and the nation's leading manufacturer of two-wheel carts for curbside collection of waste, recycling, and organics, has recently launched the industry's longest product warranty. Good on all Toter two-wheel carts sold to municipal or waste hauling company customers, the new 12-year cart body warranty, is two years longer than that offered by any of the company's competitors, allowing municipal customers to save money and significantly decrease their total cost of ownership through significantly longer replacement cycles. The 12-year warranty covers the cart body; all other cart components are covered up to 10 years.

Produced through a patented, stress-free molding technology known as Advanced Rotational Molding, which offers the industry's highest strength-to-weight ratio, Toter carts are tougher and more durable than their injection-molded counterparts. This process not only ensures a longer service life (15-20+ years on average), but uses less plastic than other manufacturers, allowing municipalities to better address their sustainability efforts.

"Because Toter works closely with municipalities throughout the country, we know that there is unprecedented pressure on them to do more with less, to decrease costs and to reduce their carbon footprints," said Jim Pickett, vice president of Toter sales. "Our products and warranty are designed to address those needs head-on. Our carts are designed to be tougher and to last longer, which means they need to be replaced less often – reducing the hassle of calls and complaints, keeping old carts out of landfills and saving time and money."

While many municipalities allow their waste management providers to select their trash cart vendors, an increasing number of municipalities have chosen to work directly with trash cart manufacturers to address specific requirements such as those outlined above or in response to a need for specialized carts, such as animal-proof options. Having introduced the first-ever automated curbside cart system in the 1960's, Toter continues to lead the industry both in innovative product development and as the leading supplier of trash carts to both waste management companies and municipalities.

Toter offers convenient cooperative purchasing through National IPA, allowing municipalities to ensure a low price without the time or cost associated with going to bid. "If you're looking for a quick budget gain or sustainability win, we invite you to contact one of our municipal sales experts directly to learn more about what Toter can do for you," added Pickett.

### ABOUT TOTER

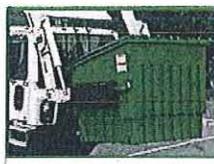
A Wastequip brand, Toter is the leading manufacturer of curbside refuse and recycling carts to waste haulers and municipalities throughout North America. Available in 21, 24, 32, 35, 48, 64 and 96



HOMEOWNERS



MUNICIPALITIES/  
GOVERNMENT



WASTE HAULERS



INDUSTRIAL,  
COMMERCIAL &  
INSTITUTIONAL

gallon sizes and in 9 granite and 5 solid colors, Toter carts can be customized with in-mold lid graphics to support recycling programs, as well as hot stamps and serial numbers for easy identification. The company also produces specialty carts for document management, electronic waste, organics and medical waste. Through the company's proprietary Advanced Rotational Molding process, Toter carts offer greater service life and strength while using less plastic than injection-molded competitor products. The company also emphasizes sustainability, using up to 50 percent recycled plastic in its carts, which require no packaging, and operating its own plastics recycling plant, through which it recycles 25 million pounds of plastic per year. Toter curbside carts are also the only commercial-grade carts available to consumers at major retailers nationwide. For more information, visit [www.toter.com](http://www.toter.com).

**ABOUT WASTEQUIP**

Wastequip is the leading North American manufacturer of waste and recycling equipment, with an international network of manufacturing facilities and the most extensive dealer network in North America. Wastequip's broad range of waste and recycling equipment and systems is used to collect, process and transport recyclables, solid waste, liquid waste and organics. The company's brands include Wastequip, Toter, Galbreath, Pioneer, Accurate, Cusco, Mountain Tarp and Go To Parts. For more information, visit [www.wastequip.com](http://www.wastequip.com).

**Tradeshows**

**Toter News**

New warranty allows municipalities to reduce costs, improve user satisfaction and enhance sustainability efforts

Keep Reading →  
(<http://www.toter.com/news/toter-launches-waste-industrys-longest-cart-warranty/>)

Leading Maker of Two-Wheel Waste and Recycling Carts Opens New Manufacturing Facility in Salt Lake City

Keep Reading →  
(<http://www.toter.com/news/toter-expands-manufacturing-in-the-us/>)

Andrew Bardsley Joins Wastequip to Lead New Retail Business Unit

Keep Reading →  
(<http://www.toter.com/news/wastequip-announces-new-vice-president-position-for-its-toter-brand/>)

Contract is offered through National IPA to Participating Agencies Nationwide

Keep Reading →  
(<http://www.toter.com/news/toter-is-awarded-national-cooperative-contract-for-refuse-and-recycling-car/>)





Original Purchaser: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

**MANUFACTURER'S DIRECT TWELVE/TEN YEAR WARRANTY  
RESIDENTIAL WHOLESALE/MUNICIPAL**

The following is a summary of Toter, LLC's updated limited warranty of its Two-Wheel Cart/Container- Residential Wholesale/Municipal. The complete limited warranty can be found in the Wastequip Terms and Conditions of Sale at: [www.toter.com](http://www.toter.com), the terms of which are incorporated herein, a hardcopy of which is available upon request. If this summary and the complete limited warranty documents conflict, the terms of this summary, where more narrowly defined, will control.

**Toter® Two-Wheel Cart/Container**

TOTER, LLC (Toter) warrants its wheeled Container, manufactured and sold by Toter, or by a Toter authorized distributor, to the original purchaser listed above for normal and intended use and service against operational failure caused by proven defective material or workmanship as follows: Rotomolded Container Body only – 12 Years from the date of original purchase; all other standard components - 10 Years from the date of original purchase. This warranty equally covers Toter containers molded of either virgin resin or recycled content plastic materials.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective in material or workmanship under this warranty. Parts determined to be defective by Toter shall be repaired or replaced at Toter's option. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Repair or replacement is the sole remedy available under this warranty and does not extend the warranty beyond the original warranties set forth herein. This warranty is non-transferable.

Specifically excluded from this warranty are labor and installation, alterations, damage due to negligent or abusive use, or normal wear and tear, including, but not limited to, those items listed on Schedule A (attached). Alterations, negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated, or consequential damages, for loss of product or time, for any delay in performance under this warranty or for claims of customers of purchaser.

**TOTER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE.**

Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these warranties thereto (Buyers may also have other specific rights which vary from state to state).

TOTER, LLC  
Effective for qualified purchases on or after January 25, 2016

(Rev. 05/2016)



## SCHEDULE A

Toter Containers are designed for storage, transport, and dumping of normal household residential solid wastes, recyclables, excluding circumstances in which the load rating would be exceeded. Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

### EXAMPLES OF NORMAL WEAR AND TEAR:

- \* Scratches - normal use may cause scratches.
- \* Dirt, including accumulation of dirt or any other substance.
- \* Normal deterioration during service.
- \* Normal discoloration due to atmospheric exposure.

### EXAMPLES OF ALTERATIONS, NEGLIGENT OR ABUSIVE USE:

- \* Alteration of the original design, functionality or integrity of the Container
- \* Cuts or scores from any source.
- \* Extraordinary impacts such as being hit by a vehicle.
- \* Burns, scorches, melting, or any damage from excessive heat.
- \* Improper handling, including dropping stacks off delivery trucks, improper stacking, improper /excessive storage, forcing cart through narrow openings, allowing packer mechanism to hit cart or lid during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- \* Damage from automated grasper or semi-automated lifter, including any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, or improper automated grasper or semi-automated lifter. Includes any semi-automated lift speed faster than ANSI specifications for either the lift cycle or the down cycle.
- \* Chemicals - being exposed to solvents, petrochemicals, paints, acids, or other chemical substance which damages plastic or metal parts.
- \* Failure to follow instructions imprinted on cart parts (i.e., exceeding stated maximum load rating.)

(Rev. 05/2016)



## **Toter, LLC Legal or Administrative Settlement**

Name of Government Agency: **City of Westland, Michigan**  
Contact Name: Devin Adams  
Contact's Phone Number: 734-467-7920

In 2015, Toter, LLC notified the City of Westland, MI that a limited number of carts were adversely affected by a batch of resin that did not meet Toter's quality production standards. Toter agreed to expedited replacement of the affected carts and to reimburse the City of Westland for its associated costs.

# Toter®

Built for Extremes™

## LITTER CONTAINERS





## LITTER CONTAINERS

Toter's decorative litter containers provide effective, sustainable waste collection for industrial, commercial, and institutional environments. They are extremely rugged and built to last, and they're available in a wide range of colors to complement any contemporary environment.

- Base can be weighted (holds up to 75 lbs. of sand) to deter theft and for improved stability
- 60-gallon has four easy accessible openings
- 45-gallon has convenient access from two sides
- Bag holder straps hide unsightly can liners



Part	Description	Size	Dimensions (L x W x H)	Load Rating
860-A*	Dome Top Litter Container with Automatic Gravity Release Latch for Automated Collection	60 Gallons	28.25" x 28.25" x 48.75"	200 lbs. / 90.7 kg
860-B	Dome Top Litter Container w/ Bag Holder Straps for Manual or Automated Collection (w/o Gravity Latch)	60 Gallons	28.25" x 28.25" x 48.75"	200 lbs. / 90.7 kg
840-K	Dome Top Litter Container for Manual Collection	45 Gallons	27.25" x 27.25" x 46.50"	150 lbs. / 68.0 kg

\* A-model (860-A) can be emptied by automated truck. Ideal for bus stops and parks.

## Litter Container Accessories

Part	Description	Dimensions (L x W x H)
RL060	Rigid Liner for 60-Gallon Litter Container	22.75" x 23.00" x 31.00"
RL045	Rigid Liner for 45-Gallon Litter Container	21.75" x 22.00" x 27.00"
5660-50-0030	Can/Bottle Recycling Door Inserts for 60-Gallon Litter Container (sold in packs of four)*	—
5660-50-0031	Can/Bottle Recycling Door Inserts for 45-Gallon Litter Container (sold in packs of two)*	—

\*Factory-installed



Custom Graphics Available



Rigid Liner



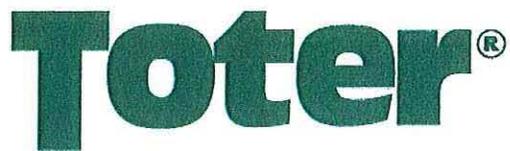
Can/Bottle Recycling Door Inserts  
(inserts sold in packs of four)

**Extreme Purpose • Extreme Toughness • Extreme Wear**

PO Box 5338  
841 Meacham Road  
Statesville, NC 28677

704-872-8171  
800-424-0422

sales@wastequip.com  
www.toter.com  
Toter is a Wastequip® brand



**BUILT FOR EXTREMES™**

**TOTER® DOME-TOP LITTER CONTAINER  
WITH AUTOMATIC GRAVITY RELEASE™ LATCH  
MODEL 860SA, 860BA, 860GA OR 860RA  
PRODUCT SPECIFICATIONS**

**MATERIAL/PROCESS:**

Rotationally molded, first quality LMDPE as produced by a primary manufacturer such as Exxon LL-8400 or Nova Chemicals TI-0338-A. Ultraviolet stabilization additives and color hot-melt compounded into the material.

**CONSTRUCTION:**

The container is designed to receive and contain waste deposited into it by the public. It consists of three plastic components: a base, a body, and a two-piece hinged lid. The entire assembled unit is designed so that a standard American fully-automated refuse collection truck (ANSI Standard Z245.3, Type G) can grasp, lift and dump the contents without any human contact with the container.

**BASE:**

The base of the container is a separately molded unit onto which the body is attached. The base is hollow, with one cubic foot of capacity inside it so that sand can be added for additional stability. The base is attached to the body using six galvanized Hex Head cap screws size 5/16" – 18 x 1-1/8".

**BODY:**

The body of the container is molded so that its top rim has a hollow beam design for maximum structural strength. The top rim has molded-in fastener recesses for the six lid attachment bolts.

**LID:**

The lid of the container consists of two pieces hinged together, allowing the top to swing open during the automated dumping cycle. When closed, the two pieces form a covered top with four separate openings, one on each of the four sides. Each opening is 8.5" in height. The two hinges are galvanized pins secured with flush mounted anchor screws. The lid is attached to the body with six galvanized Hex Head cap screws size 1/4" – 20 x 3/4".

**LOCK:**

The container is equipped with a locking mechanism that automatically releases when the container is tilted 45° by the automated arm.

Product Specifications  
Toter® Dome-Top Container with  
Automatic Gravity Release™ Latch  
Page 2

**CONTAINER CAPACITY:**

60 U.S. Gallons (body only)

**DIMENSIONS:**

The container shall have the following outside dimensions:

Base:	27.25" x 27.25"
Body at Top Rim:	28.25" x 28.25"
Overall Height:	48.75"

**LOAD RATING:**

The container is designed to regularly handle a load of 200 pounds, excluding the weight of the container.

**COLOR:**

The body, lid, and base of the container have a pebble-like finish with multi colors in the surface blending together to cause a granite-like visual impression. The colors of containers available are Greenstone, Toter Green Granite, Graystone, Dark Gray Granite, Blackstone, Sandstone, Brownstone, Bluestone, and Navy Granite.

**WARRANTY:**

The entire container is covered by a two (2) year factory warranty.



ORIGINAL PURCHASER: \_\_\_\_\_

DATE OF PURCHASE: \_\_\_\_\_

## MANUFACTURER'S DIRECT WARRANTY

### Toter® Automated Litter Container

Toter, LLC (Toter) warrants the Container for a period of two (2) years as follows:

The body, lid, hinges, base and fasteners are warranted by Toter to be free from operational defects in materials and workmanship, including insufficient resistance to weathering, for a period of two years from the above date when used for normal solid waste collection.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective under this warranty. Toter retains the right to inspect components submitted for warranty to confirm that their failure is covered by this warranty. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Replaced parts may, in Toter's discretion, be similar to or identical to original defective parts. Repair, replacement or a limited-use credit are the sole remedies available under this warranty. The applicability and scope of any remedy is in Toter's discretion. This warranty is non-transferrable, and customer assumes all risk and liability for freight, handling, use, storage or application of the Container. Customer is responsible for freight charges.

Toter shall be promptly notified of any failures under warranty in order that such failures may be inspected. If Purchaser and Toter disagree regarding the reason for failure, then they shall select a technically competent party skilled in the use and fabrication of the materials involved and shall ask for determination on the source of the failure. The determination shall be binding on both parties. This third party procedure shall not be used for isolated, one-time failures, but only in the event a major failure trend develops. Expenses of third party determination shall be borne by the party that is determined to be liable for the replacement.

Specifically excluded from this warranty are freight, labor and installation charges, alterations, and damages due to negligent or abusive use or normal wear and tear, including, but not limited to, those items listed on Schedule A (on back hereof). Alterations, negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated or consequential damages, for loss of product or time, or for any delay in performance under this warranty.

At its sole discretion, Toter may collect defective components replaced under the terms of this warranty. Customer is not to dispose of, sell, or recycle components that have been replaced by Toter without written permission from Toter. Components not collected by Toter remain the property of the customer.

EXCEPT FOR THE WARRANTY CONTAINED IN OUR TERMS AND CONDITIONS OF SALE, TOTER MAKES NO WARRANTY WHATSOEVER WITH THE RESPECT TO THE GOODS INCLUDING, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE, WHETHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE (where permitted by law).

This document is only a summary of the full Wastequip Product Limited Warranties, Disclaimers Of Warranties, Limitation Of Liabilities And Remedies, and Limited Warranty Periods statement. Full warranty details can be found on [www.toter.com](http://www.toter.com). If this summary and the full warranty documents conflict, the summary will supersede on where more narrowly defined.

## SCHEDULE A

Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

### EXAMPLES OF NORMAL WEAR AND TEAR:

- ◆ Scratches: Normal use may cause scratches to a softer material such as plastics.
- ◆ Dirt: Includes accumulation of dirt or any other substance.
- ◆ Normal deterioration during service.
- ◆ Normal discoloration due to atmospheric exposure.

### EXAMPLES OF NEGLIGENT OR ABUSIVE USE:

- ◆ Cuts or scores from any source.
- ◆ Extraordinary impacts such as being hit by a vehicle.
- ◆ Burns, scorches, melting. Any damage from excessive heat.
- ◆ Improper handling. Includes dropping containers off delivery trucks, allowing packer mechanism to hit cart during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- ◆ Damage from automated grasper. Includes any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, or improper automated grasper.
- ◆ Chemicals. Being exposed to solvents, petrochemicals, paints, acids, or other chemical substance which damages plastic or metal parts.
- ◆ Improper use. Being used other than for storage and dumping of normal solid wastes and recyclables, including such uses as:
  - Construction and use for landscaping.
  - Liquid storage or transport.
  - Bulk solids storage or transport.



## MUNICIPAL REFERENCES

June 2016

Municipality	State	Year Installed	Quantity	Contact	Phone Number
San Antonio	TX	2003	986,835	Heidi Heridia David McCary	(210) 207-8228 (210) 207-1089
Austin	TX	1991	564,170	Richard McHale	(912) 587-4478
Fresno	CA	1991	467,197	Jerry Schuber, Sr.	(559) 621-1878
Houston	TX	1997	414,158	Harry Hayes	(713) 839-9103
El Paso	TX	1997	407,428	Ellen Smyth	(915) 472-4744
Nashville	TN	2001	397,913	Cody Osborne	(615) 462-4122
Washington	DC	1981	363,135	Johnny Gaither	(202) 727-5907
Dallas	TX	2004	332,661	Tony Benjamin	(214) 986-3834
Surrey, BC	Canada	2010	320,358	Harry Janda	(604) 590-7208
Tucson	AZ	1990	287,017	Pat Tapia	(520) 791-3175
Dayton	OH	1990	271,002	Tom Ritchie, Jr. Melody Frock David Foster	(937) 333-4833 (937) 333-4833 (937) 333-4830
Bakersfield	CA	1991	247,961	Kevin Barnes	(661) 326-3114
Detroit	MI	1993	246,327	Ron Brundidge	(313) 224-3905
Salt Lake City	UT	1987	243,474	Cory Young	(801) 535-6920
Fort Worth	TX	2003	222,385	Robert Smouse Val Familo	(817) 392-5153 (817) 392-5160
Vancouver, BC	Canada	2004	208,443	Jay Boyd	(604) 326-4745
Toledo	OH	2009	199,988	Ed Irelan	(419) 936-2527
Winston-Salem	NC	1990	198,752	Johnnie Taylor	(336) 403-6479
Shreveport	LA	1999	186,321	Fred Williams	(318) 673-6300
Charlotte	NC	1994	184,254	Victoria Johnson/ Sharon Lee	(704) 336-2218
Lee County	FL	2010	178,331	Emory Smith	(239) 707-1064
Des Moines	IA	1997	177,578	John Peak	(515) 208-0664
Baton Rouge	LA	2005	177,105	David Guillory	(225) 389-3162
Prince George's County	MD	2007	168,197	Marilyn Rybak	(301) 883-6081
Akron	OH	2006	137,897	Robert Harris	(330) 375-2801
Fort Wayne	IN	2005	130,507	Matt Gratz	(260) 427-5796
Macon	GA	1976	130,358	Kevin Barkley	(478) 951-2485
Riverside	CA	1991	127,713	Coleen Weeks	(951) 786-5178

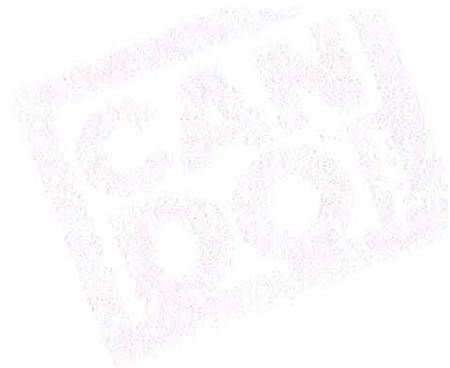
Corpus Christi	TX	1996	117,734	Lawrence Mikolajczyk	(361) 826-1972
Albuquerque	NM	1998	112,112	Efren Teran	(505) 761-8142
Glendale	CA	1990	107,485	Lynn Kociemba	(818) 550-3449
Burbank	CA	1993	103,746	Jeff Musich	(818) 238-3800
Pasadena	CA	1988	102,555	Thanos Gauthier	(626) 945-1819
Saanich, BC	Canada	2012	102,342	David McAra	(250) 475-1775
Laredo	TX	2003	101,283	Ernesto Elizondo	(956) 795-2510
Thornton	CO	1992	99,101	Adam Lovato	(720) 977-6310
Columbia	SC	1980	98,874	Robert Anderson	(803) 545-3800
Metro Waste Authority	IA	2008	97,748	Leslie Irbuckle	(515) 323-6501
Torrance	CA	1991	97,568	Matt Knapp	(310) 781-6900
Oxnard	CA	1992	93,792	Eric Okada	(805) 385-8223
Clovis	CA	1990	90,863	Eric Zetz	(559) 324-2612
New Haven	CT	2004	87,653	Ed D'Angelo	(203) 946-8329
Tampa	FL	2007	83,116	Vincent Butorac	(813) 348-2095
Burnaby, BC	Canada	2009	82,804	Bill Carey	(604) 294-7213
Mobile	AL	2003	79,888	John Windley	(251) 208-2901
Bridgeport	CT	2001	78,689	Bob Kennedy	(203) 576-8123
Ann Arbor	MI	1991	75,825	Christina Gomes	(734) 794-6430
Beaumont	TX	1988	75,041	Benjy Williams	(409) 842-1482
St. Louis	MO	1989	71,164	Nick Yung	(314) 353-8900
McAllen	TX	1994	68,762	Mario Vela	(956) 972-7600
Roseville	CA	1990	65,545	Shelly Salter	(916) 774-5785
Killeen	TX	1997	65,046	Richard Davis	(254) 220-7644
Longmont	CO	1999	64,592	Charles Kamenides	(303) 651-8418
Ogden	UT	2002	64,298	Mike Hales	(801) 629-8405
Merced	CA	1989	63,181	Stan Murdock	(209) 385-4772
Edmond	OK	1993	60,555	Wesley Dedmon	(405) 216-7743
O'Fallon	MO	2002	59,376	Jim Wenzara	(636) 240-2921
Fayetteville	NC	1991	57,096	Jerry Deitzen	(910) 433-1984
Greensboro	NC	2006	56,780	Sheldon Smith	(336) 373-4379
Stamford	CT	2007	53,399	Dan Colleluori	(203) 977-4605
Santa Fe	NM	1998	52,957	Lawrence Garcia	(505) 955-2241
Norfolk	VA	2002	52,846	Karen Cookson	(757) 441-1176 Ext. 4277
Savannah	GA	1994	51,887	Stephanie Cutter	(912) 651-6581

New Braunfels	TX	2005	51,734	Mike Mundell	(830) 608-2140
Hinesville	GA	1990	48,913	Darlene Parker	(912) 876-8216
Roanoke	VA	1997	48,437	Skip Decker	(540) 853-6848
Charleston	SC	1995	48,110	Sam Price	(843) 724-7365
Richland	WA	1993	46,300	Mark Chidester	(509) 942-7497
Tempe	AZ	1993	46,008	James Thornton	(480) 285-7537
Oshkosh	WI	2009	43,695	Kevin Uhen	(920) 232-5382
Taylor	MI	2011	43,196	Dave Mackie	(734) 374-1473
Newport News	VA	2003	42,172	Amy Gray	(757) 269-2853
Galveston	TX	1997	40,511	Cindy de Witt	(409) 741-6046
Visalia	CA	1986	39,015	Rene Flores	(559) 713-4296
Montgomery County	MD	2003	37,719	G.A. "Hawk" Corrick	(240) 777-6405
Brandon, MB	Canada	2008	36,379	Scott Haddow	(204) 729-2285
Denver (City and County)	CO	2014	34,936	Ken Arquello	(720) 337-1150
Kingsport	TN	2005	34,738	Ronnie Hammonds	(423) 224-2675
Tallahassee	FL	1999	33,880	Reginald Ofuani	(850) 891-5450
Kannapolis	NC	2001	33,670	Wilmer Melton	(704) 920-4200
Port Arthur	TX	1996	32,798	Gerald Robinson	(409) 983-8518
Lynchburg	VA	2003	32,671	Russ Blankenstein	(434) 455-6074
Carrollton	TX	1993	32,299	Vince Priolo	(972) 466-3115
Rockville	MD	2006	31,645	Ray Foreman	(240) 314-8579
South Jordan	UT	2001	31,315	Aaron Sainsbury	(801) 254-3742 Ext 1720
Nashua	NH	2003	30,972	Sally Hyland	(603) 589-3413
Copperas Cove	TX	2000	29,890	Silva Rhodes	(254) 547-4234
Madison County	AL	1997	29,832	Bob Layne	(205) 532-3718
Murfreesboro	TN	1996	28,835	Joey Smith	(615) 893-3681
Lauderdale County	AL	2004	28,776	Scott Hammer	(256) 760-5752
Temple	TX	2003	28,179	Lisa Sebek	(254) 298-5180
Rome	GA	2008	28,164	Bill Gilliland	(706) 236-4414
Berkeley	CA	2008	28,056	Rogelio Marquina	(510) 981-6355
Myrtle Beach	SC	2005	27,970	Karon Hardee	(843) 918-2175
Warren	OH	1997	27,167	Leann O'Brien	(330) 841-2632
Lawton	OK	2008	26,805	Jayson Powell	(580) 581-3413
Kokomo	IN	2004	26,695	Joe Ewing	(765) 432-7120
Fayetteville	AR	2002	26,431	Ronnie Caudle	(479) 444-3477

Victoria	TX	2008	26,329	Daryl Lesac	(361) 485-3200
Huntsville	AL	2004	25,792	Kathy Hunt	(256) 427-5060
Fargo	ND	2009	25,566	Terry Ludlum	(701) 241-1552
Anchorage	AK	2005	25,355	Paul Alcantar	(907) 343-6289
Cape Girardeau	MO	2010	25,173	Mike Schott	(573) 339-6777
Draper City	UT	2009	24,692	Steve Hullinger	(801) 576-6553
Wake Forest	NC	2005	24,554	Mike Barton	(919) 435-9571
Pensacola	FL	1992	24,479	Jerry Moore	(850) 435-1894
Enid	OK	2007	24,472	Jim McClain	(580) 231-1804
Leominster	MA	2009	24,220	Chris Knuth	(978) 534-7550
Yuma	AZ	1994	23,616	Joel Olea	(928) 373-4633
Monroe Township	NJ	1998	23,560	Bob Avis	(609) 728-9844
Claremont	CA	1990	23,528	Isaac Quintero	(909) 399-5431
Delano	CA	2000	23,400	Joel Ince	(661) 345-5717
Queen's Creek	AZ	2010	22,678	Ramona Simpson	(480) 358-3831
Grand Junction	CO	1996	22,362	Rob Laurin	(970) 244-1570
Enfield	CT	1992	21,889	Piya Hawks	(860) 763-7524
Northglenn	CO	2004	21,871	Keith Kovach	(303) 450-4023
East Chicago	IN	1998	21,870	Monsi Corsbie	(219) 391-8464
Sanger	CA	1986	21,568	Eddie Villa-Gomez	(559) 876-6300
Edinburg	TX	1996	21,475	Armando Arellano	(956) 383-5660
Spartanburg	SC	1999	21,373	Tim Atkins	(864) 596-3690
Clearwater	FL	1994	21,214	Bill Buzzell	(727) 562-4929
Moorestville	NC	1996	21,175	John Yvars	(704) 664-4278
Rock Island	IL	2006	20,938	Fred Bain	(309) 733-2261
Florence	AL	2002	20,180	David Koonce	(256) 760-6495
Lake Charles	LA	1996	20,102	Ed Edwards	(337) 491-1308
Lewisville	TX	2004	19,984	Reuben Diaz	(956) 427-8700
Hot Springs	AR	2005	19,698	Bill Burrough	(501) 321-6911
Harlingen	TX	1995	19,007	Reuban Diaz	(956) 427-8700
Decatur	AL	2011	19,000	Emily Johnson	(256) 341-4718
East Lyme	CT	2003	18,918	Chuck Holyfield	(860) 739-8444
Saskatoon, SK	Canada	2013	18,916	Chris Duriez	(360) 222-1699
Greenville	NC	1995	18,757	Delbert Bryant	(252) 329-4337
Moses Lake	WA	2007	18,680	Jessica Cole	(509) 764-3716

Yakima	WA	1994	18,582	Loretta Zammerchi	(509) 576-6421
Valparaiso	IN	2005	17,942	Matt Evans	(219) 462-4612
Columbus	IN	2005	17,880	Jim Norris	(812) 376-2563
Moline	IL	2006	17,850	Brandon Pannell	(309) 524-2402
Milford	CT	2011	17,628	Bruck Kolwicz	(203) 878-5321
Bossier City	LA	1999	17,471	Jackie Garrett	(318) 741-8405
Lower Valley Water District	TX	2004	17,375	Ann Kelly	(915) 892-5411
Danville	IL	2007	17,354	Bob Scott	(217) 431-2395
Los Alamos County	NM	2002	17,251	Leroy Chacon	(505) 663-1921
Hallandale	FL	1993	17,216	Randy Thompson	(954) 457-1639
Northville	MI	2011	17,040	Tom Casari	(248) 662-0495
Fort Pierce	FL	2003	16,991	Robbie Creswell	(722) 467-3826
Torrington	CT	2005	16,980	Gerry Roulette	(860) 489-2232
Laramie	WY	2009	16,924	Brooks Webb	(307) 399-7271
Memphis	TN	2015	16,848	Philip Davis	(901) 576-6186
El Mirage	AZ	2006	16,799	Dave Emon	(623) 876-4251
Gillette	WY	1990	16,529	Michael Foote	(307) 680-5978
Michigan City	IN	2008	16,176	Jim Kintzele, Sr.	(219) 873-1530
College Station	TX	1998	16,122	Wally Urrutia	(979) 764-3841
Rocky Mount	NC	2003	15,927	Cameron Privott	(252) 467-4956
Eagle Pass	TX	2009	15,900	Joe Mora	(830) 352-1999
Conway	AR	2008	15,706	D. A. Campbell	(501) 450-6103
Vernon	CT	2008	15,700	Peter Griffiths	(860) 870-2232
Statesville	NC	1988	15,111	Freddie Morrison	(704) 832-3826
Deerfield Beach	FL	2004	15,017	Mario Reboa	(954) 444-2867
Atlantic City	NJ	1990	14,438	Michael Scott	(609) 347-5700
Dublin	OH	2003	14,299	John Babyak	(614) 410-4753
Huntsville	TX	2007	14,133	Billie Smith	(936) 294-5724
Pinehurst	NC	2007	14,111	Tom Haughney	(910) 295-5021
Salisbury	NC	1992	14,072	Danny Rogars	(704) 638-5256
Gardner	MA	2010	14,000	Bernard Sullivan	(978) 630-4013
Folsom	CA	2004	13,748	Richard Shaw	(916) 355-8394
Frederick	MD	2005	13,704	Keith Brown	(301) 600-1182
Terrebonne Parish	LA	1990	13,520	Eulin Guildry	(985) 873-6739
Franklin Township	NJ	2003	13,275	Bill Nese	(856) 694-3155

Owensboro	KY	1990	13,031	Downey Ward	(270) 687-8760
Menasha, Town of	WI	2009	13,017	Joan Burrill	(920) 720-7129
North Augusta	SC	1999	12,919	Allen Cook	(803) 441-4297
Tyler	TX	1995	12,836	Dan Brotton	(903) 531-1388
Moorhead	MN	2004	12,618	Chad Martin	(218) 299-5422
Billings	MT	2002	12,568	Ginnie Burgess	(406) 657-8285
Alamosa	CO	1998	12,357	Julie Scott	(719) 589-6631
Menomonee Falls	WI	2008	12,348	Aryln Johnson	(262) 532-4402
Ashwaubenon	WI	2003	12,256	Lee Van Denelzen	(920) 492-2308
Indian Trail	NC	1998	12,156	Rox Burhans	(704) 821-5401
Lyndhurst	OH	2008	12,112	Rick Glady	440-473-5100
East Ridge	TN	2009	11,813	Kim Gann	(423) 867-7711
Delaware	OH	2001	11,612	Linda Matthews	(740) 369-9675
Bowling Green	OH	2000	11,569	Brian Craft	(419) 354-6227
El Cerrito	CA	1990	11,157	Garth Schultz	(510) 215-4354
San Juan	TX	1994	11,139	Carmen Gonzales	(956) 702-6441
Nacogdoches	TX	2000	11,099	Wayne Shepard	(936) 559-2582
Cookeville	TN	2003	10,825	Tom Dyer	(931) 252-0782
Sherman	TX	2004	10,692	Aubrey Henderson	(903) 892-7280
Athens-Clarke County	TN	2010	10,590	Shawn Lindsey	(423) 744-2745
Deptford Township	NJ	2007	10,392	Pat Rebecca	(856) 228-4719
White Plains	NY	2011	9,542	Rick Hope	(914) 422-1222



**Cart Colors  
And Options for  
Use of Recycled Resin**

**Toter Carts may be manufactured using up to 50% recycled resin, with levels of recycled resin subject to availability of acceptable recycled resin materials at time of production and preference of customers.**

**Colors that may be manufactured using up to 50% recycled resin include:**

**Black (Standard) #200  
Blackstone Granite #209**

**Colors that may be manufactured using up to 40% recycled resin include:**

**Dark Gray Granite #149  
Charcoal/Midnight Gray (Non-Standard) #145  
Greenstone Granite #968  
Navy Granite #769**

**Colors that may be manufactured using up to 30% recycled resin include:**

**Green (Standard) #940  
Forest Green (Non-Standard) #960  
Navy Blue (Non-Standard) #760  
Brown (Standard) #270  
Brownstone Granite #279  
Toter Green Granite #929**

**Colors that may be manufactured using up to 15% recycled resin include:**

**Gray (Standard) #125/140  
Graystone Granite #129  
Blue (Standard) #705  
Bluestone Granite #709  
Sandstone Granite #249**

# City of Edinburg, TX

## BID REQUEST #2017-16 “Universal Nestable and Litter Containers”



### TOTER COLOR CHIPS

Toter has included color chips in our response original package. Due to variations in color representation with electronic devices, any color choices should be made with actual color chips. If there is a need for additional color chips, please contact:

**Kellie Clark**  
**Sr. Manager, Bids/Contracts**  
**Toter, LLC**  
**800-424-0422, Ext 257**  
**Email: [kclark@toter.com](mailto:kclark@toter.com)**

**Sandstone**

**#249**

Actual molded color dispersion naturally varies from part to part.

**Dark Gray Granite**

**#149**

Actual molded color dispersion naturally varies from part to part.

**Greenstone**

**#968**

Actual molded color dispersion naturally varies from part to part.

**Brownstone**

**#279**

Actual molded color dispersion naturally varies from part to part.

**Bluestone**

**#709**

Actual molded color dispersion naturally varies from part to part.

**Toter Green Granite**

**#929**

Actual molded color dispersion naturally varies from part to part.

**Graystone**

**#129**

Actual molded color dispersion naturally varies from part to part.

**Navy Granite**

**#769**

Actual molded color dispersion naturally varies from part to part.

**Blackstone**

**#209**

Actual molded color dispersion naturally varies from part to part.

**Toter**  
**125 Gray**  
**9402-00-0125**

**Toter**  
**940 Green**  
**9402-00-0940**

**Toter**  
**200 Black**  
**9402-00-0200**

**Toter**  
**705 Blue**  
**9402-00-0705**

**Toter**  
**270 Brown**  
**9402-00-0270**

TOTER, LLC

Written Action by  
Sole Member

Pursuant to Section 4.3 of the Operating Agreement of Toter, LLC, a North Carolina limited liability company (the "Company"), the undersigned, being the sole member of the Company, does hereby consent to this action in writing and adopt the following Resolutions:

WHEREAS, a principal portion of the business of the Company is negotiating contracts with municipalities and governmental agencies;

WHEREAS, the submission of bidding documents and the execution of contracts is part of the process of obtaining work with municipalities; and

WHEREAS, many municipalities require proof that the person submitting the bidding documents and executing contracts has lawful authority to bind the Company.

NOW, THEREFORE, BE IT RESOLVED, that the following persons be and they hereby are, authorized, empowered and directed, for and on behalf of the Company, to submit bids and all related documents to municipalities and units of government and to execute contracts and other documents binding the Company:

Martin "Marty" Bryant  
Langley Borneman  
Laura Hubbard  
Ralph Lynn  
Nathan "Nate" Nedley  
Brian Park  
James W. Pickett  
Henry Retamal  
Richard Sedory  
Steve Svetik

RESOLVED FURTHER, that any instruments or documents submitted in connection with any bidding process and any contracts associated therewith, heretofore signed by any of the foregoing persons be, and the same hereby are ratified, affirmed and approved.

Wastequip, LLC

By:   
Richard Sedory  
General Counsel and Secretary

Effective Date: September 20, 2016

SECRETARY'S CERTIFICATE

The undersigned, Richard Sedory, being the duly elected and acting Secretary of Toter, LLC (the "Company"), does hereby certify that the following resolutions were adopted by written action by Wastequip, LLC, the Sole Member of the Company on September 20, 2016.

WHEREAS, a principal portion of the business of the Company is negotiating contracts with municipalities and governmental agencies;

WHEREAS, the submission of bidding documents and the execution of contracts is part of the process of obtaining work with municipalities; and

WHEREAS, many municipalities require proof that the person submitting the bidding documents and executing contracts has lawful authority to bind the Company.

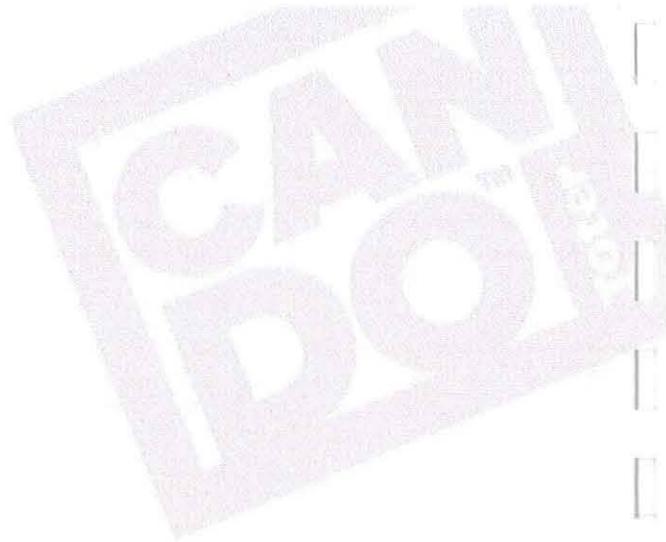
NOW, THEREFORE, BE IT RESOLVED, that the following persons be and they hereby are, authorized, empowered and directed, for and on behalf of the Company, to submit bids and all related documents to municipalities and units of government and to execute contracts and other documents binding the Company:

Martin "Marty" Bryant  
Langley Borneman  
Laura Hubbard  
Ralph Lynn  
Nathan "Nate" Nedley  
Brian Park  
James W. Pickett  
Henry Retamal  
Richard Sedory  
Steve Svetik

RESOLVED FURTHER, that any instruments or documents submitted in connection with any bidding process and any contracts associated therewith, heretofore signed by any of the foregoing persons be, and the same hereby are, ratified, affirmed and approved.

  
Richard Sedory, Secretary

Dated: September 20, 2016



**Toter**<sup>®</sup>  
BUILT FOR EXTREMES<sup>™</sup>

**CONTACT:**

**Kellie Clark**  
**Sr. Manager, Bids/Contracts**  
**Toter, LLC**  
**800-424-0422, Ext 257**  
**Email: [kclark@toter.com](mailto:kclark@toter.com)**

**CITY OF EDINBURG  
BID FORM FOR  
UNIVERSAL NESTABLE AND LITTER CONTAINERS**

**BID NO. 2017-16**

**BID OPENING DATE: Monday, October 03, 2016 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **UNIVERSAL NESTABLE AND LITTER CONTAINERS** 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.

<b><u>CHECK ONE</u></b>			
<input checked="" type="checkbox"/> BUYBOARD	<input checked="" type="checkbox"/> H-GAC	<input checked="" type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER _____	
Specify			
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	



**CITY OF EDINBURG  
DEPARTMENT OF SOLID WASTE MANAGEMENT  
MINIMUM SPECIFICATIONS FOR  
UNIVERSAL NESTABLE AND CONTAINERS**

**BID NO. 2017-16**

**BID OPENING DATE: Monday, October 03, 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 Universal Nestable and Litter Plastic Containers.

**GENERAL REQUIREMENTS AND AGREEMENT FOR UNIVERSAL NESTABLE AND LITTER PLASTIC CONTAINER:**

**You are invited to submit a sealed bid for the purchase of Universal Nestable and Litter Plastic Containers as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.**

<b>INSTRUCTIONS</b>	INITIAL
The specifications herein describe the minimum acceptable features, colors and performance requirements for rollout and litter waste containers the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. <b>If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.</b> The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, <b>all variations and/or exceptions must be documented</b> , referencing applicable paragraph(s), and explained in detail on a separate page titled <b>"Exceptions"</b> . Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <b>exceptions</b> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <b>acceptable</b> . Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	
	INITIAL
The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term <b>by signing the Bid; the bidder agrees that he had read and understood the instruction</b> to bidders and thereby agrees to all of the specifications and	

stipulations as listed.				
<b>SATISFACTORY SERVICE</b>		INITIAL		
It is agreed that all goods and services by the supplier or service provider shall be to the satisfaction of a designated City representative. In the event that the supplier or service provider defaults on performance of any of these requirements or if the service provider has been unavailable or unresponsive to our requests for <u>three non-consecutive times</u> , the City shall have the right to terminate this agreement upon 30 days written notice delivered to the supplier or service provider by mail. The supplier or service provider shall maintain this contract during the termination period. Termination of the contract may not relieve the supplier or service provider of any liability to the City for damages sustained by the City because of any breach of this agreement by the supplier or service provider. The City may withhold any payments to supplier or service provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined.				
<b>WARRANTY</b>		INITIAL		
The successful supplier or service provider shall furnish <u>factory warranty</u> on all goods or services furnished hereunder against defect in materials and/or workmanship. The <u>factory warranty</u> shall become effective on the date of delivery and acceptance by the City. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the bid sheet or enclosed therewith.				
<b>PRICE GUARANTEE PERIOD</b>		INITIAL		
Pricing on all items shall be considered firm for twelve (12) month period and <u>NO CHANGES</u> on the listed price will be accepted during this time period.				
<b>QUANTITY</b>		INITIAL		
The City of Edinburg reserves the right to <b>purchase any part or all containers</b> as deemed necessary. The City of Edinburg also reserves the right to <b>increase or decrease</b> specific amounts or containers purchased.				
<b>MANUFACTURING PROCESS</b>		Yes	No	EXCEPTION
Each container body must be manufactured by the <u>Rotational molding process</u> .				
<b>PLASTIC MATERIAL</b>		Yes	No	EXCEPTION

*MP*

Base plastic resin must be first quality linear polyethylene supplied by a national petrochemical producer.

Bidder must submit technical data sheet(s) from the resin producer, which verify that the resin to be used in the container body will meet the following minimum property levels:

ESCR - > 1000 hrs  
 Elongation - > 1000%  
 Density - 0.937-0.940

<b>RESIN ADDITIVES:</b>	Yes	No	EXCEPTION
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The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt compounding process.

Bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

<b>CONTAINER REQUIREMENTS</b>	Yes	No	EXCEPTION
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The rollout containers must be compatible with standard American semi-automated bar-locking lifters (**ANSI type B**) as well as automated arm lifters (**ANSI type G**) and function as follows:

<b>ANSI CONFORMANCE</b>	Yes	No	EXCEPTION
-------------------------	-----	----	-----------

Containers bid herein must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" containers.

Bidder must submit independently certified copies of all **ANSI test results** with bid. Test results must state load (in pounds) under which tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in all literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.

<b>COLOR</b>	Yes	No	EXCEPTION
--------------	-----	----	-----------

The container body color shall be a special "**granite-like**" color of base colors of gray, brown, tan, dark blue, black and green. These granite colors shall feature a pebble-like finish with multi colors in the surface blending together to create a granite-like visual impression. Surface treatments, spray-on finishes and materials that are not homogenous are not acceptable. Bidder must submit color chips of all special granite colors available.

<b>MARKINGS:</b>	INITIAL
------------------	---------

Each container must be permanently marked with letters/numbers, as follows:

**SERIAL NUMBERS**

Each container must have a serial number hot stamped in white on the front face of its body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the City. The bidder will maintain a file that will identify the date of manufacture by the serial number.

**BODY HOT STAMP**

The Seal of the City shall be hot stamped onto both sides of the cart body.

**LID HOT STAMP**

Custom City instructions shall be hot stamped onto cart lid.

**USER INSTRUCTIONS**

Instructions for the safe use of the container must be molded into each lid. Instructions shall be in both English and Spanish.

**LOAD RATING**

The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.

<b>EXPERIENCE / REFERENCES</b>	<b>INITIAL</b>
--------------------------------	----------------

Bidder must submit with its bid a **reference list** of municipalities currently using the bidder's products. The list must include at least ten (10) municipalities who currently have at least 20,000 carts in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference. Failure to include these references will result in bid disqualification.

<b>WARRANTY</b>	<b>INITIAL</b>
-----------------	----------------

Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for **no less than ten (10) full years** and must specifically provide for **no-charge replacement** of any component parts which fail in materials of workmanship for a period of ten (10) years after installation. The bidders warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

- Failure of the lid to prevent rain water from entering the container when in the closed position.
- Damage to the container body, lid, or any component parts through opening or closing the lid.
- Failure of the body and lid to maintain their original shape.
- Damage or cracking of the container body through normal operating conditions.
- Failure of the wheels to provide continuous, easy mobility, as originally designed.
- Failure of any part to conform to minimum standards as specified herein.

If bidder is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the bidder. The bidder must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder, should the bidder ever be in a position to not do so. Such letter shall be signed by the owning entity's top officer and notarized.

Warranty specimen of exact warranty offered must be included with proposal.

<b>PRICE ADJUSTMENTS:</b>	<b>INITIAL</b>
---------------------------	----------------

If the cost of manufacturing materials is increased through no act on the part of the contractor other than to comply with any prevailing rise in the Market Prices of materials used, prices shall be increased only to the point of absorbing additional costs of materials paid for by the Contractor. The City may request that the Contractor provide written documentation from the manufacturer/supplier of the materials to substantiate price increases.

Contract extensions will be based on a mutual written agreement between the successful bidder and the City.

**LEGAL OR ADMINISTRATIVE SETTLEMENTS:**

INITIAL

The manufacturer of the cart must submit the name, contact name and telephone number for each government or agency with which it has had a legal or administrative settlement of warranty, cart failure claims or contract performance within the last ten (10) years including ongoing negotiations of settlement. Include a brief summary of the settlement or indicate if a "gag order" was imposed, and by whom it was ordered. This information must be provided on a separate page entitled "Legal or Administrative Settlements."

**96 GALLON ROLLOUT CONTAINERS**

**MANUFACTURING PROCESSES AND MATERIALS:**

Yes

No

EXCEPTION

Each rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

**LOAD RATING**

Yes

No

EXCEPTION

Containers must be designed to regularly receive and dump the following pounds of waste materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.

**96 Gallon – 335 pounds**

Bidder must submit its normal **printed color sales brochure** which shows the exact product item bid and the corresponding load rating. Bidder must mark the location of the load rating on the brochure with a bold red arrow so as to aim directly at the load rating. Load rating stated on literature must exactly match all specifications, ANSI certification submitted with bidder's proposal, and the load rating permanently marked on the product.

**96 Gallon: STATE LOAD RATING - \_\_\_\_\_ pounds**

**WEIGHT**

Yes

No

EXCEPTION

The total weight of the fully assembled container shall be as follows:

**96 Gallon** – 32 pounds minimum to 37 pounds maximum

STATE FULLY ASSEMBLED WEIGHT –

**96 Gallon** - \_\_\_\_\_ pounds

CAPACITY

Yes

No

EXCEPTION

The total capacity of the container body, excluding the lid, must be 96 U.S. gallons (+/- 2%). Bidder must include an independent test result according to ANSI Z245.30-2008, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).

**96 Gallon:** STATE BODY CAPACITY - \_\_\_\_\_ U.S. Gallons

DIMENSIONS

Yes

No

EXCEPTION

The exterior dimensions of the completely assembled containers shall be as follows:

**96 Gallon** –

Height: 43.25"	STATE HEIGHT	-	_____	"
Length: 35.25"	STATE LENGTH	-	_____	"
Width: 29.75"	STATE WIDTH	-	_____	"

RIM OF BODY

Yes

No

EXCEPTION

The upper rim of each body must consist of a closed tubular design, similar to square steel tubing, for maximum strength during collection. The rim must also include a ledge on which the lid rests to create a tight seal between body and lid. Rolled over or other rims that are open on the underside are NOT acceptable.

HANDLES

Yes

No

EXCEPTION

Each container must be equipped with two (2) handles, each a minimum of 1" diameter. The handles and handle mounts must be an integrally molded part of the container body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.

LID	Yes	No	EXCEPTION
<p>The lid shall be configured to ensure that it will not warp, bend, slump, or distort such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. <u>Lid latches are unacceptable.</u></p>			
BOTTOM	Yes	No	EXCEPTION
<p>The bottom of the container must have a molded-in wear strip to protect against dragging. Container base must be impact resistant at all points (four corners and the center) of the base for durability. <u>Screw-on, bolt-on, or pop-on wear guards are unacceptable.</u></p>			
WHEELS	Yes	No	EXCEPTION
<p>Wheels shall be 10" diameter and 1.75" wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting 200 pounds per wheel.</p>			
AXLE	Yes	No	EXCEPTION
<p>The axle must be 5/8" diameter zinc chromate plated solid high strength steel fully supported by cart body. Axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container. Each molded-in axle journal must be at least 1" wide. <u>Axles attached by means of bolts or rivets are unacceptable.</u></p>			
STABILITY	Yes	No	EXCEPTION
<p>Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds of up to 25 mph when empty. Containers must be easy for a citizen to tilt to the roll position when fully loaded while keeping both feet on the ground. Any container which is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified. <u>Containers that require a foot fulcrum to assist in tilting the container are unacceptable.</u></p>			
LIFT SYSTEM	Yes	No	EXCEPTION
<p>Each container shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the container. The lower lift bar must be designed to withstand over ten (10) years of lifter attachment, and must be 1" diameter galvanized steel. It must freely rotate a full 360° on its own axis. The lower bar must be mounted in molded-in plastic bearings so that it is not exposed to the contents inside the container. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, fasteners, etc. <u>Containers with bolted on lower bars or plastic lower bars are NOT acceptable.</u></p>			
NESTABILITY	Yes	No	EXCEPTION
<p>Containers must be designed so that each fully assembled container can be stacked inside another fully assembled container for maximum efficiency in storage and delivery. <u>Containers that will not nest one inside another when fully assembled are NOT acceptable.</u></p>			

ITEM	QTY	DESCRIPTION OF GOODS OR SERVICES	WARRANTY	FREIGHT	UNIT PRICE	EXTENDED PRICE
1	1092	95 Gallon Universal / Nestable Plastic Roll Out Containers Standard Bid		\$	\$	\$
		95 Gallon Universal / Nestable Plastic Roll Out Containers HGAC / BUYBOARD Bid Pricing		\$	\$	\$
2	1	95 Gallon Replacement Lid with Accessories		\$	\$	\$

*No Bid*

**60 GALLON AUTOMATED LITTER CONTAINER WITH AUTOMATIC RELEASE LATCH**

GENERAL:

Yes

No

EXCEPTION

The following specifications describe a container into which citizens can deposit litter and which can be emptied using the City's fully automated refuse trucks. The City will purchase these containers for use throughout its public areas. The plastic resin material and the finished container must meet the minimum specifications herein.

MATERIAL/PROCESS:

Yes

No

EXCEPTION

Container body, lid and base is rotationally molded, first quality MDPE (medium density polyethylene) as produced by a primary manufacturer such as Exxon LL-8400 or NOVA Chemicals TI-0338-A. Certified to contain a propriety blend of ultraviolet stabilization additives and color hot-melt compounded into the material. Containers may be manufactured using up to 50% recycled resin subject to availability of acceptable recycled resin materials at time of production, and based on color of cart and preference of customer.

DIMENSIONS:

Yes

No

EXCEPTION

The container shall have the following outside dimensions:

**60 Gallon -**

Height: 48.75"

STATE HEIGHT

- 44 "

Length: 28.25"

STATE LENGTH

- 29.25 "

Width: 27.25"

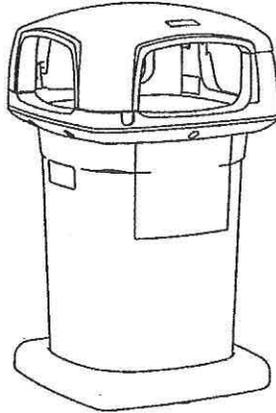
STATE WIDTH

- 29.25 "

The container shall have an appearance such as depicted in Figure A below.

*MR*

Figure A



LOAD RATING:		<input checked="" type="radio"/> Yes	<input type="radio"/> No	EXCEPTION		
The container must be designed to regularly handle a load of 200 pounds, excluding the weight of the container.						
BASE:		<input type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> EXCEPTION		
The base of the container shall be separately molded unit onto which the body is attached. The base shall be hollow, with one cubic foot of capacity inside it so that sand can be added for additional stability. The base is attached to the body using six zinc plated Hex Head cap screws size 5/16" – 18 x 1-1/8".						
BODY:		<input type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> EXCEPTION		
The body of the container shall be molded so that its top rim has a sealed, hollow beam design for maximum structural strength. The top rim shall have molded-in fastener recesses for the six lid attachment bolts. The body must be rotationally molded so that it can flex to withstand the squeezing forces of the automated lifting mechanism. The capacity of the body shall be 60 U.S. gallons.						
LID:		<input checked="" type="radio"/> Yes	<input type="radio"/> No	EXCEPTION		
The lid of the container shall consist of two pieces hinged together, allowing the top to swing open during the automated dumping cycle. When closed, the two pieces form a covered top with four separate openings, one on each of the four sides. Each opening will be 8.5" in height. The two hinges shall be galvanized pins secured with flush mounted anchor screws. The lid shall be attached to the body with six zinc plated cap screws size 1/4" – 20 x 3/4".						
LOCK:		<input checked="" type="radio"/> Yes	<input type="radio"/> No	EXCEPTION		
The container shall be equipped with a locking mechanism that automatically releases when the container is tilted by the automated arm. Any locking mechanism that requires the driver to physically touch the container is unacceptable.						
ITEM	QTY	DESCRIPTION OF GOODS OR SERVICES	WARRANTY	FREIGHT	UNIT PRICE	EXTENDED PRICE

1	50	60 Gallon Automated Litter Container with Automatic Release Latch Standard Bid	2 years	\$2,130.00	\$ 268.30	\$15,545.00
		60 Gallon Automated Litter Container with Automatic Release Latch HGAC / BUYBOARD Bid Pricing	2 years	per qty \$ needed	\$ 268.30	\$

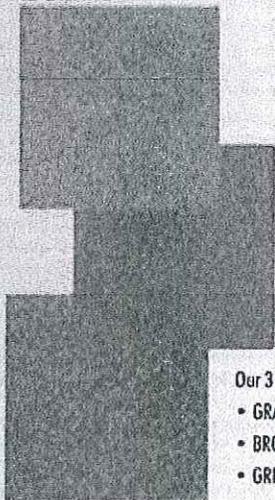
All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy 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 30 day of September, 2016.

SIGNATURE:   
TYPE/PRINT NAME: Mario Poma  
TITLE: President  
COMPANY: Rotational Molding Inc  
ADDRESS: 17022 S Figueroa Street  
Gardena, CA 90248  
TELEPHONE NO.: 310-327-5401 XT 209  
FAX NO.: 310-323-9567  
EMAIL: mario.poma@rotationalmoldinginc.com

# Designed for Today's Cities and Facilities

## MANUAL SERVICE OPTIONS



Our 3 Most Popular Colors:

- GRAYSTONE
- BROWNSTONE
- GREENSTONE

\*Additional Colors Also Available

Weighted pedestal with sand or post-consumer resin.



Capacity: 58 Gallons

Height: 44"

Height (base to opening): 34 1/2"

Depth: 29 1/7"

Pedestal: 28 1/2" x 28 1/2"

Lid Dimensions: 29 1/4" x 29 1/4"

Upper Area Circumference: 85"

Mid-Area Circumference: 81"

Lower-Area Circumference: 71"

Litter Opening: 17" x 7 1/2"

Sand Capacity: 0-60 lbs.



**Rotational Molding Inc.**

[www.RotationalMoldingInc.com](http://www.RotationalMoldingInc.com)

P: (310) 327-5401 • F: (310) 323-9567

17022 South Figueroa Street, Gardena CA 90248

Association of  
Rotational Molders  
International



Member



Society of Plastic  
Engineers





ROTATIONAL MOLDING INC.  
17022 S. Figueroa Street  
Gardena, CA 90248  
(310)327-5401  
[www.rotationalmoldinginc.com](http://www.rotationalmoldinginc.com)

Exception to City of Edinburg Bid# 2017-16 Litter containers.

1-Material/Process- Resin supplier ExxonMobil 8460 or Polimeros 5M

2-Dimensions- Figure A please refer to literature attached for appearance

3- Base-  $\frac{1}{4}$ -20 zinc plated hex head cap screws

4- Body- Two lid attachment bolts, 58 U.S. gallons



## LIMITED WARRANTY 40 & 58 GALLON PLR CONTAINERS

Rotational Molding Inc. (RMI) warrants to the original purchaser that all 40 & 58 gallon PLR containers manufactured by RMI\* will be free from defects in material and workmanship for a period of two (2) years from date of manufacture. If the original purchaser is an authorized RMI distributor the warranty will extend to the original purchaser from the distributor.

(\* ) Containers used in a non-residential application shall be warranted for a period of twelve (12) months.

The containers are warranted from failure during normal and regular use. This warranty does not cover negligence or abusive use such as burns, cuts, damage caused by vehicle hits and/or run over, maladjusted lift mechanisms or breakage due to dumping on top of a full hopper, vandalism or unauthorized alterations.

Liability of RMI under this warranty is limited to repair, or at RMI's option, replacement of defective product or part thereof which is shown to have been defective when shipped, and only then if RMI is notified in writing of the defects within the warranty period and items in question are promptly delivered to its point of manufacture at RMI's option. Transportation charges are to be prepaid.

### **Special Handling Precautions:**

**TEMPERATURE RESTRICTIONS:** At temperatures reaching -20°F or below, RMI does not warranty containers from breakage during lifting and/or dumping process due to brittleness of material at these temperatures.

**LIFTING MECHANISMS:** Due to a wide variety of lifting mechanisms in the refuse industry, RMI will not warranty failures due to improper size or size of adjustments of grabbers to our particular containers.

Replacement products provided under the terms of this Warranty are guaranteed only for the remaining period of the original warranty period. Product believed to be defective shall be retained by the buyer for inspection by RMI to verify the existence of the covered defect.

No warranty is given by RMI for parts, components or accessories furnished by RMI but not manufactured by it. They are covered by the warranty of their manufacturer, if any. No person, firm or corporation, including the selling dealer, is authorized to assume for RMI any other liability in connection with the sale of these goods.

WARRANTY IS VOID IF PRODUCT HAS BEEN ALTERED, ABUSED, NEGLECTED OR IMPROPERLY INSTALLED. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND THE OBLIGATION AND LIABILITY OF RMI UNDER THIS WARRANTY SHALL NOT INCLUDE ANY TRANSPORTATION OR OTHER CHARGES OR THE COST OF INSTALLATION OR LIABILITY FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR DELAY RESULTING FROM THE DEFECT. RMI'S LIABILITY AS STATED HEREIN CANNOT BE ALTERED OR ENLARGED EXCEPT IN WRITING SIGNED BY AN OFFICER OF RMI.

Effective December 1, 2010 this Limited Warranty supersedes all other warranties stated or published.

## **ROTATIONAL MOLDING INC.**

**WWW.ROTATIONALMOLDINGINC.COM**  
**17022 SOUTH FIGUEROA STREET**  
**GARDENA, CA 90248 – (310) 327-5401**

## ExxonMobil™ LLDPE LL 8460 Series Linear Low Density Polyethylene Resin

### Product Description

LL 8460 is a linear low density hexene copolymer designed to offer excellent ESCR and toughness. This resin is ideally suited for applications that require the optimum balance of processability, stiffness and low temperature toughness.

### Revision Date

July 2011

### General

Availability <sup>1</sup>	• Latin America	• North America	• South America
Additive	• LL 8460.29: Long Term UV-15 Stabilizer: Yes	• LLP8460.29: Long Term UV-15 Stabilizer: Yes	
Applications	• Agricultural Tanks • Chemical Storage Tanks	• Large Size Playground Equipment • Pallets	• Potable Water Tanks • Septic Tanks

Resin Properties	Typical Value (English)	Typical Value (SI)	Test Based On
Density	0.938 g/cm <sup>3</sup>	0.938 g/cm <sup>3</sup>	ASTM D4883
Melt Index (190°C/2.16 kg)	3.3 g/10 min	3.3 g/10 min	ASTM D1238

Thermal	Typical Value (English)	Typical Value (SI)	Test Based On
Deflection Temperature Under Load (DTUL) at 66psi - Unannealed			ASTM D648
--	144 °F	62 °C	
Deflection Temperature Under Load (DTUL) at 264psi - Unannealed			ASTM D648
--	102 °F	39 °C	
Melting Temperature	261 °F	127 °C	ASTM D3418

Molded Properties	Typical Value (English)	Typical Value (SI)	Test Based On
Tensile Strength at Yield 2.0 in/min (51 mm/min)	3000 psi	20 MPa	ASTM D638
Elongation at Yield (2.0 in/min (51 mm/min))	20 %	20 %	ASTM D638
Flexural Modulus - 1% Secant	110000 psi	770 MPa	ASTM D790B
Environmental Stress-Crack Resistance			ASTM D1693A
10% Igepal, F50	150 hr	150 hr	
100% Igepal, F50	> 1000 hr	> 1000 hr	

Impact	Typical Value (English)	Typical Value (SI)	Test Based On
Impact Strength			ARM
-40°F (-40°C), 0.125 in (3.18 mm)	70 ft-lb	95 J	
-40°F (-40°C), 0.250 in (6.35 mm)	190 ft-lb	258 J	

Typical properties: these are not to be construed as specifications.

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# ExxonMobil Chemical ExxonMobil™ LLDPE LL 8460 Series Linear Low Density Polyethylene Resin

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## Additional Information

All physical properties were measured on 3 mm. rotomolded samples unless a different value is shown, except for ESCR, which was measured on compression molded samples.  
Tensile testing was conducted at a crosshead speed of 50 mm/min. The tensile strength reported refers to the maximum stress reached during the test.  
Test procedures may be modified to accommodate operating conditions or facility limitations.

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## Legal Statement

Contact your ExxonMobil Chemical Customer Service Representative for potential food contact application compliance (e.g. FDA, EU, HPFB).

This product is not intended for use in medical applications and should not be used in any such applications.

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## Notes

<sup>1</sup> Product may not be available in one or more countries in the identified Availability regions. Please contact your Sales Representative for complete Country Availability.

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For additional technical, sales and order assistance:

Worldwide and the Americas  
ExxonMobil Chemical Company  
13501 Katy Freeway  
Houston, TX 77079-1398  
USA  
1-281-870-6050

Asia Pacific  
ExxonMobil Chemical Singapore Pte. Ltd.  
1 HarbourFront Place  
#06-00 HarbourFront Tower One  
Singapore 098633  
86 21 240-75380

Europe, Middle East and Africa  
ExxonMobil Chemical Europe  
Hermeslaan 2  
1831 Machelen, Belgium  
420-239-016-274

Typical properties: these are not to be construed as specifications.

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## ROTOLENE

### 1.- Product Description.

Hexene Copolymer Linear Medium Density Polyethylene for rotational molding. This resin is fully UV8 stabilized.

#### Available:

- Pellet and Powder
- Natural and Colors powder compounds.

**Applications:** High quality Polyethylene recommended for general purpose applications. Frequently used for water tanks and small to medium size containers exhibiting very good mechanical properties. When used for inner layers, it provides excellent smooth finish and texture.

### 2. Typical Characteristics of the Product.

TEST	ASTM	UNITS	RESULT
DENSITY	ASTM D1505 Reference MA-01 Own Method	gr/cm <sup>3</sup>	0.935
MELT INDEX @190°C/2.16 kg	ASTM D1238	gr/10 min	5.0
TENSILE STRENGTH AT YIELD @ 50mm/min	ASTM D638 <sup>2</sup>	Psi (MPa)	2700 (18.60)
TENSILE STRENGTH AT BREAK @ 50mm/min	ASTM D638 <sup>2</sup>	Psi (MPa)	2900 (20)
FLEXURAL MODULUS 1% Secant	ASTM D790 <sup>2</sup>	Psi (MPa)	100,000 (690)
TENSILE ELONGATION AT YIELD	ASTM D638 <sup>2</sup>	%	12
TENSILE ELONGATION AT BREAK	ASTM D638 <sup>2</sup>	%	> 800
HEAT DEFLECTION @ 66 psi (0.45 Mpa)	ASTM D648 <sup>2</sup>	°C	60
E.S.C.R. 100% Igepal E.S.C.R. 10% Igepal	ASTM D1693 <sup>1</sup>	hr	>1000 200
LOW TEMPERATURE IMPACT @ -40°C	ARM STD <sup>2</sup> 1/8" specimen	ft.lb.(J)	50 (68)

### 3.- Product Logo



<sup>1</sup>Plaque molded in accordance to ASTM D4976.  
<sup>2</sup>Rotomolded Plaque 1/8 in (3.175mm).

The technical information, recommended uses and applications are based on the typical test results of each product. Polimeros USA LLC is not responsible for the use, nor for results based on this information, all users must run their own test to determine their suitability.

Mail. info@polimerosusa.com  
Tel. 1-844-POLIMER  
26210 EMERY ROAD, SUITE 202  
WARRENSVILLE HEIGHTS, OHIO 44128

[www.polimerosUSA.com](http://www.polimerosUSA.com)

**BIDDER'S LIST  
UNIVERSAL NESTABLE AND LITTER CONTAINERS**

**Gregory Container Company, Inc.**  
1385 Industrial drive  
Kahoka, MO 63445

**Waste Systems Equipment, Inc.**  
P.O. Box 40878  
Houston, Texas 77240

**Wastequip Manufacturing Co.**  
841 Meacham Rd.  
Statesville, NC 28677

**S.P. Industries**  
2982 Jefferson Road  
Hopkins, Michigan 49328

**Southwestern Equipment  
Company**  
P.O. Box 219  
Justin, Texas 76247

**Master Pak**  
3022 North Main  
Cleburne, Texas 76031

**Otto Environmental Systems,  
LLC.**  
901 N. Tweedy Rd.  
Eloy, AZ 85131

**Fuqua Industries**  
P.O. Box 789  
Rio Vista, TX 76093

**Fanotech Waste Equipment Inc.**  
P.O. Box 690  
Bracebridge, ON P1L 1T9

**Modern Welding Company of  
Florida**  
P.O. Box 568678  
Orlando, Florida 32856-8678

**Rotational Molding Inc.**  
17022 Figueroa St.  
Gardina, CA 90248

**Wastequip (May Fab)**  
P. O. Box 1029  
Beeville, Texas 78104-1029

**Roll Offs USA**  
P.O. Box 727  
Durant, Oklahoma 74702-0727

**Roberts Sheet Metal Workd, Inc.**  
4347 W. Kinzie St.  
Chicago, IL 60624

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding RFP 2016-021, Emergency Medical Services with Mobile Intensive Care Ambulance Service to the Qualified Firm(s) and Authorize the City Manager to Negotiate and Enter Into a Professional Services Contract with Such Firm(s) as Pursuant to the City's Ordinances and Procurement Policies. [Shawn Snider, Fire Chief]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Request for Proposals were received on Monday, August 1, 2016 at 3:00 p.m. for Emergency Medical Services with Mobile Intensive Care Ambulance Service. On occasion the City of Edinburg requires Emergency Medical Services that require Mobile Intensive Care.

The City of Edinburg seeks qualified providers for 9-1-1 Emergency Medical Services with Mobile Intensive Care Ambulance Services. The purpose is to ensure that properly trained and certified personnel will provide timely emergency medical care to patients at the scene of their illness or injury and then transport the patient to an appropriate treatment facility in the shortest practicable time utilizing safe and clean vehicles and provide the most reliable, safest and effective services to those served.

A total of three (3) Request for Proposals were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Proposals. The following qualified firms listed have submitted Statements of Qualifications in response to this RFP:

Lonestar Ambulance #1, LLC, DBA Valley EMS

Med-Care EMS

Hidalgo County Emergency Services Foundation

**RECOMMENDATION:**

Approve Awarding of RFP 2016-021, Emergency Medical Services with Mobile Intensive Care Ambulance Service Firm(s) and Authorize the City Manager to Negotiate and Enter Into a Professional Services Contract with Such Firm(s) as Pursuant to the City's Ordinances and Procurement Policies.

**REVIEWED BY:**

**PREPARED BY:**

Ubaldo Perez, Deputy  
Chief

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

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

/s/ Shawn Snider, Fire  
Chief  
Shawn Snider  
Fire Chief

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the Purchase of a 2017 Sewer Vacuum Truck from Freightliner of Austin, through the Local Government Purchasing Contract (Buyboard), in the Amount of \$349,294.50. [Arturo Martinez, Director of Utilities]

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**STAFF COMMENTS AND RECOMMENDATION:**

The Utility Department is requesting the purchase of 2017 Sewer Vacuum Truck for the maintenance of the sanitary sewer collection systems, which consists of approximately 301 miles of lines ranging in size from 6 to 36 inches. The truck is mainly used to clean and vacuum the sanitary sewer lines and lift station wells, unclog the sewer collection lines, and assist the Wastewater Treatment Plant (WWTP) by unclogging basin and drain lines, cleaning and vacuuming contact chambers, and final clarifiers.

Due to rapid expansion, the city would benefit from having multiple trucks in order to continue to maintain the sanitary sewer collection system and comply with the Texas Commission on Environmental Quality (TCEQ) rules and regulations.

Funding is available in the Utility/System's Division 2016-2017 Operating Budget. City has used services from Freightliner of Austin in the previous years. All standard specifications have been met, and staff has verified that no monies are owed to the City.

**RECOMMENDATION:**

Approve Authorizing the Purchase of a 2017 Sewer Vacuum Truck from Freightliner of Austin, through the Texas Local Government Purchasing Contract (Buyboard), in the Amount of \$349,294.50.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

Â /s/Arturo C. Martinez

Arturo C. Martinez  
Director of Utilities

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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Mayor Pro-Tem

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J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



Prepared for:  
 TODD KINLOCH  
 KINLOCH EQUIPMENT & SUPPLY, INC.  
 3320 PASADENA BLVD  
 PASADENA, TX 77503  
 Phone: 713-473-6213

Prepared by:  
 Kevin Krieg  
 FREIGHTLINER OF AUSTIN  
 1701 SMITH ROAD  
 AUSTIN, TX 78721  
 Phone: 512-389-0000

## S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-13D	SD PRL-13D (EFF:02/27/15)		
<b>Data Version</b>			
DRL-004	SPECPRO21 DATA RELEASE VER 004		
<b>Vehicle Configuration</b>			
001-177	114SD CONVENTIONAL CHASSIS	7,934	6,576
004-217	2017 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AE	FREIGHTLINER LEVEL II WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
<b>Truck Service</b>			
AA3-034	SEWER/INDUSTRIAL VACUUM BODY		
<b>Engine</b>			
101-2XN	CUM ISL 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	-850	-70
<b>Electronic Parameters</b>			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-016	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
PMT-998	NO 2013 ENGINE ESCALATOR		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES	-50	-10
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
* 291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
KEEP CABLES TIGHT TO RAIL AND CLEAR OF L H PTO SHAFT REF S/N BN3946			



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Data Code	Description	Weight Front	Weight Rear
289-001	NON-POLISHED BATTERY BOX COVER		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-048	HORTON 2-SPEED DRIVEMASTER POLAREXTREME FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
120-009	FLEETGUARD PLAIN COOLANT FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-10	



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Data Code	Description	Weight Front	Weight Rear
<b>Transmission</b>			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
<b>Transmission Equipment</b>			
343-323	ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
85E-998	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 2600 RPM - ALLISON 5TH GEN TRANSMISSIONS		
85F-998	TCU-MAX PTO ENGINE SPEED OPERATION NOT CONFIGURED		
85G-998	TCU-MAX PTO O/P SPD ENG NOT CONFIGURE		
85H-998	TCU-MAXIMUM PTO OUTPUT SPEED OPERATION NOT CONFIGURED		
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-1Y2	(2) CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-30	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

**Front Axle and Equipment**



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Data Code	Description	Weight Front	Weight Rear
400-1AC	MFS-20-133A 20,000# FL1 SINGLE FRONT AXLE	260	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR	5	
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		

### Front Suspension

620-006	20,000# FLAT LEAF FRONT SUSPENSION	310	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		

### Rear Axle and Equipment

420-111	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE		450
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES		
87A-001	BLINKING LAMP WITH EACH MODE SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		

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Data Code	Description	Weight Front	Weight Rear
434-001	CAM BRAKE AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		10
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-099	HALDEX GOLDSEAL LONGSTROKE HEAVY DUTY 30/36 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		

### Rear Suspension

622-1CJ	HENDRICKSON RT463 REAR SUSPENSION @ 46,000#		750
621-015	HENDRICKSON RT/RTE - 6.00" SADDLE		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-009	54 INCH AXLE SPACING		10
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
623-005	FORE/AFT CONTROL RODS		

### Brake System

490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-1AA	STANDARD U.S. FRONT BRAKE VALVE WITH ABS VALVES IN RAILS WITH RH HEAT SHIELDING		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
* 479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL LOCATE LH INRAIL AT FRAME STATION 4350 F OR TANDEM AXLE		
* 460-097	STEEL AIR BRAKE RESERVOIRS MOUNTED PERPENDICULAR RH UNDER CAB AND AFT AS POSSIBLE FOR REMAINING TANKS USE 11" PREP TANKS FOR REMAINING MOUNTED JUST AFT EXHAUST AT 2950.	15	5

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Data Code	Description	Weight Front	Weight Rear
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
485-045	METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS AND 70 PSI PROTECTION VALVE	5	

### Trailer Connections

335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
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### Wheelbase & Frame

545-702	7025MM (277 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	810	140
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	240	460
552-038	1800MM (71 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	130
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 193.54 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 190.54 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 399.69		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 193.54 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 121.71 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 161.62 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
* 562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S) LOCATE 562 CMBR C/L AT 3150. LOCATE 563 CMBR C/L AT 4725		
572-001	STANDARD REAR MOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30

### Chassis Equipment

556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-100	
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Data Code	Description	Weight Front	Weight Rear
551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME		
* 606-1T3	DRILLING PREP FOR VACTOR PER DRAWING 504400J, REVISION B		
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		
<b>Fuel Tanks</b>			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
* 20E-004	AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
* 221-001	FUEL COOLER	10	
	FUEL COOLER - MOUNT LH OUTBOARD @3250		
<b>Tires</b>			
093-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES	196	
094-0DJ	MICHELIN XDE M/S 11R22.5 16 PLY RADIAL REAR TIRES		88
<b>Hubs</b>			
418-056	CONMET PRESET PLUS IRON FRONT HUBS		
450-054	CONMET PRESET PLUS ALUMINUM REAR HUBS		-60
<b>Wheels</b>			
502-091	ACCURIDE 29374A 22.5X12.25 10-HUB PILOT 4.75 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8	
505-717	ACCURIDE 50408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
<b>Cab Exterior</b>			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		



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Data Code	Description	Weight Front	Weight Rear
650-008	AIR CAB MOUNTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
754-002	3-1/2 INCH FENDER EXTENSIONS	15	
678-001	LH AND RH GRAB HANDLES		
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
302-001	(5) AMBER MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-055	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	8	
663-013	TINTED WINDSHIELD		
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		

### Cab Interior



Prepared for:  
TODD KINLOCH  
KINLOCH EQUIPMENT & SUPPLY, INC.  
3320 PASADENA BLVD  
PASADENA, TX 77503  
Phone: 713-473-6213

Prepared by:  
Kevin Krieg  
FREIGHTLINER OF AUSTIN  
1701 SMITH ROAD  
AUSTIN, TX 78721  
Phone: 512-389-0000

Data Code	Description	Weight Front	Weight Rear
707-1AK	OPAL GRAY VINYL INTERIOR		
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
* 689-804	PREP KIT: FOR CUSTOMER INSTALLED AUXILIARY PLUMBING FROM BACK OF CAB WITH MTD SHUTOFF VALVES AT CUSTOMER SPECIFIED LOCATION. LOCATE VALVE ASSEMBLY IN RH RAIL BETWEEN BOC AND 1ST CROSSMEMBER AT FRAME STATION 2150.		
* 170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
* 724-001	AUXILIARY HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	



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Prepared by:  
Kevin Krieg  
FREIGHTLINER OF AUSTIN  
1701 SMITH ROAD  
AUSTIN, TX 78721  
Phone: 512-389-0000

Data Code	Description	Weight Front	Weight Rear
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-032	3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
* 87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-071	ENGINE REMOTE INTERFACE WITH INCREMENT/DECREMENT		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
* 33U-002	VACTOR INTERLOCK PREP		

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Prepared by:  
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FREIGHTLINER OF AUSTIN  
1701 SMITH ROAD  
AUSTIN, TX 78721  
Phone: 512-389-0000

Data Code	Description	Weight Front	Weight Rear
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-1B1	AM/FM/WB/SIRIUSXM RADIO WITH CD PLAYER, BLUETOOTH AND MICROPHONE, USB, FRONT AND REAR AUXILIARY INPUTS AND J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
78C-003	INTEROPERABLE SDAR ANTENNA		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO MPH AND/OR RPM GRAPH	-5	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

### Design

065-000 PAINT: ONE SOLID COLOR

### Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC  
986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT



Prepared for:  
 TODD KINLOCH  
 KINLOCH EQUIPMENT & SUPPLY, INC.  
 3320 PASADENA BLVD  
 PASADENA, TX 77503  
 Phone: 713-473-6213

Prepared by:  
 Kevin Krieg  
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 1701 SMITH ROAD  
 AUSTIN, TX 78721  
 Phone: 512-389-0000

Data Code	Description	Weight Front	Weight Rear
98K-998	NO FUEL TANK CABINET PAINT		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
963-998	NO UNDERCOAT		

**Certification / Compliance**

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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**Secondary Factory Options**

998-001	CORPORATE PDI CENTER IN-SERVICE ONLY
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**Sales Programs**

NO SALES PROGRAMS HAVE BEEN SELECTED

**TOTAL VEHICLE SUMMARY**

**Weight Summary**

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	9225 lbs	8567 lbs	17792 lbs
<b>Total Weight<sup>+</sup></b>	<b>9225 lbs</b>	<b>8567 lbs</b>	<b>17792 lbs</b>

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.



**Presents a Proposal Summary**

of the



**2100 Plus**

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

for

**Edinburg Utilities**

,

Eugene Ruiz  
Tel:

## **PRODUCT DESCRIPTION**

- 2100 PLUS with Roots 821-15" Hg. Blower, 12 Yard Debris body, 1500 Gallons of Fresh Water

## **STANDARD FEATURES**

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Vansco-Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assy. w/1/2" x 35' Hose w/Quick Disconnects
- 2" Y-Strainer w/25' Fill Hose
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 1" X 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Roots 821-15" Hg. Blower
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.

- Water Pump Hour Meter
- PTO Hour Meter
- Camera System, Rear Only
- Vactor 2100 Plus Body Decal - Multi-Colored
- Chassis Modifications
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

### **ADDITIONAL FEATURES**

- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 800' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
- Centrifugal Separators
- Folding Pipe Rack, Curbside
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Air Purge
- Hot Shift Blower Drive
- Front Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Hydro Excavation Kit/Retract Reel w/1/2" X 50' Hose and Nozzle
- Handgun Hose Reel w/Spring Retract
- Rodder Pump Drain Valves
- Rear Directional Control, Signal Master Arrow Board, 10 Lights
- Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
- Strobe Light, LED, Cab Guard, Federal Signal, Amber
- Worklights (2), LED, Telescoping Boom
- Worklights (2), LED, Rear Door
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Toolbox, Behind Cab
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
- Door Stripe Material, Reflective Tape
- (1) 8" Adjustable Air Adapter

Chassis Source - Customer Supplied

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Door Stripe Color - Blue

Chassis Axle - Tandem

Certified Unit Weight Required - No

**Factory Total:** \$349,294.50

Price valid for 30 Days from date of 10/4/2016

Product Model: 2100PLUS

Product Model: 2100PLUS

Proposal Date: 10/4/2016

Quote Number: 2016-17438

Price List Date: 1/1/2016

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

\_\_\_\_\_ Date: \_\_\_\_\_

## LIMITED WARRANTY

**Limited Warranty.** Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

### STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX, Series and Jetters</u>	10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.
<u>2100 Series and HXX only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V#####.

**Exclusive Remedy.** Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim. This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

\*NOTE\* The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

**THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.**

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street  
Streator, IL 61364

## TERMS AND CONDITIONS

**ORDERS:** All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

**PRICES:** All orders are subject to current prices in effect at the time of order acknowledgement.

**F.O.B. Point:** Unless otherwise stated, all prices listed are F.O.B. factory.

**PAYMENT TERMS:** The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

**CANCELLATION:** Orders regularly entered cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

**SHIPMENT:** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

**STORAGE CHARGES:** Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

**PERFORMANCE:** Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

**EXPERIMENTAL WORK:** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

**SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

**TAXES:** The pricing attached does not include Federal, State or local taxes which are the buyer's responsibility. However, Vactor/Guzzler Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor/Guzzler will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor/Guzzler.

**PRODUCT IMPROVEMENTS:** Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

**MOUNTING PRICES:** Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

**WARRANTY:** Vactor warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

**IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCURED.**

**SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT SELLER'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.**

## TERMS AND CONDITIONS

This agreement shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of the Company may have under this agreement shall not constitute a waiver thereof nor prejudice Vactor's right to enforce it thereafter.

This order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor.

I agree with the above terms and conditions:

\_\_\_\_\_

Date: \_\_\_\_\_

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the Purchase of Two (2) Automated License Plate Reader Camera Systems and a LEARN Server Account from Comprehensive Communication Services through the Texas Department of Information Resources (DIR), in the Amount of \$45,182.64. [David White, Chief of Police]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Staff is requesting authorization for the purchase of two (2) Automated License Plate Reader Camera Systems and LEARN Server Account from Comprehensive Communication Services.

Funding for the purchase of the of two (2) Automated License Plate Reader Camera Systems and LEARN Server Account will be funded through a Grant awarded through the Office of the Governor Criminal Justice Division, 2017 Justice Assistance Grant Program, Grant #3098701, for the total amount of \$45,182.64.

The purchase will be made through the DIR. The cameras will be used by officers to collect data and the LEARN Server Account can be accessed to view data collected commercially.

Staff has verified Comprehensive Communication Services has no outstanding debts with the City. Comprehensive Communication Services has no exclusions active in the System for Award Management.

**RECOMMENDATION:**

Approve Authorizing the Purchase of Two (2) Automated License Plate Reader Camera Systems and LEARN Server Account from Comprehensive Communication Services through the Texas Department of Information Resources (DIR), in the Amount of \$45,182.64.

**REVIEWED BY:**

**PREPARED BY:**

Lt. C. Dufner

Â

Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

Â /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

 <b>Comprehensive Communication Services</b>		<b>Comprehensive Communication Services</b> <b>15501 State Highway 205</b> <b>Terrell, TX 75160</b> <b>Office: (727) 495-6396</b> <b>Cell: (901) 545-9825</b>			
Attention:	Chad Dufner	Date	9/19/16		
Project Name:	City of Edinburg	Quote Number:	CCS-0128161 DIR Contract Number:SDD-2026		

## ***PROJECT QUOTATION***

We at Comprehensive Communication Services are pleased to quote the following systems for the above referenced project:

### **Scope of Work:**

Comprehensive Communication Services proposes to provide Edinburg PD with the Vigilant Solutions Intelligence Led Policing Package.

All licensing fees, start up and commissioning, installation fees, and all associated cost for setup of LEARN account / new customer setup are included. This quote includes turnkey installation of two LPR systems on Edinburg PD vehicle and includes high-impact mag mounts to secure the camera to the vehicles.

Intelligence-Led Policing (ILP) from Vigilant provides you with the following tools to help you leverage different technologies to achieve greater efficiencies in your Agency while reducing crime and improving officer safety. ILP helps you accomplish this by providing all of these technologies in one packaged offering – **at over 75% savings** on average when compared to purchasing these individual items on their own!

**LEARN LPR Analytic Software:** LPR data is made useful with LEARN. Easy to use, but extremely powerful, LEARN is available to your entire agency under ILP. From the simplest of LPR Queries, to complex analytics, LEARN will help you see LPR data in an entirely new way and bring additional cases to closure.

**Unlimited Use of Vigilant LPR Data:** Known to many as NVLS, Vigilant’s private LPR database is the largest in North America with over 2 billion detections growing at over 70 million a month. Your ILP package includes unlimited access to this LPR data via LEARN to help generate additional investigative leads.

**LPR System(s):** Every ILP package comes with a prescribed number of mobile or fixed LPR systems to fit the needs of your Agency. These LPR systems can aid in real-time identification and intervention on vehicles of interest, and will also assist in building additional investigative data for your Agency’s use inside of LEARN.

**FaceSearch Facial Recognition:** Every ILP package also includes a turn-key facial recognition solution that works for agencies of all sizes. A hosted solution, FaceSearch is accessible via the web and also via Vigilant’s Mobile Companion smartphone app. Match against Vigilant’s pre-populated face image gallery, and upload your own mugshots for even better matching.

**Mobile Companion:** Vigilant’s Mobile Companion encapsulates everything about ILP. Deploy the Mobile Companion across your entire agency so that everyone benefits from ILP. Mobile Companion allows for

scanning and querying of license plates, addition of Hot Plates, Alert Notifications, Mobile Hit Hunter and other exclusive analytics, FaceSearch facial recognition, and more – all from your mobile device!

### Vehicle Installation:

This quote includes turnkey installation of (1) three camera LPR systems and (1) four camera LPR systems on PD vehicle and includes high-impact mag mounts to secure the camera to the vehicles. This install will be non-intrusive of the vehicle and no holes are quoted as being drilled in the vehicle. Power will be drawn from switched ignition power so that system automatically turns off when the vehicle is turned off not draining battery from the vehicle. Mobility kit is also equipped with cigarette power cable in order to quickly hook up power if kit is moved from vehicle to vehicle. All licensing fees, start up and commissioning, installation fees, and all associated cost for setup of LEARN account / new customer setup are included.

Qty	Model #	Description	Line Item	Extended Total
		<b>HARDWARE Portion:</b>		
(1)	VS-ILP-2M-R3	<b>Vigilant Intelligence Led Policing Package w/ Mobile LPR Hardware (Raptor 3) - Up to 200 Sworn</b> <u>Hardware:</u> <ul style="list-style-type: none"> <li>• 3 Camera Mobile LPR system - Quantity = 2 LPR System (Raptor 3 Cameras)</li> <li>o Solid state digital signal processor unit - No moving parts <ul style="list-style-type: none"> <li>• Permanent install wiring harness (direct to battery)</li> </ul> </li> <li>o Single point power connection <ul style="list-style-type: none"> <li>• Field installed GPS receiver for MDC (USB Connect)</li> </ul> </li> <li>o Lens configuration to be confirmed by customer at time of order</li> </ul> <u>Software:</u> <ul style="list-style-type: none"> <li>• CarDetector Mobile LPR Software for MDC Unit</li> <li>o Includes Mobile Hit Hunter Data Access Feature <ul style="list-style-type: none"> <li>• LEARN Software as a Service (SaaS) including:</li> </ul> </li> <li>o LEARN Data Analytic Tools</li> <li>o Unlimited Private LPR data Access</li> <li>o Hosting, data and system management of LPR data</li> <li>o LEARN-Mobile Companion SmartPhone application (Android &amp; iPhone) <ul style="list-style-type: none"> <li>• First year Standard Service Package for hosted LPR server access</li> <li>• FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> <li>o Image gallery of up to 5,000 images</li> </ul> </li> </ul> </li> </ul>	\$34,495.00	\$34,495.00
(1)	VS-MBLTY-UPG	<b>Upgrade to Mobility Kit for Mobile Units (Provided through ILP)</b> <ul style="list-style-type: none"> <li>• Includes ruggedized pelican case kit with external connections</li> <li>• Cigarette power cable adapter</li> <li>• Camera carrying case</li> </ul>	\$1,995.00	\$1,995.00
(1)	VS-Mag-MNT	<b>Mag Mount for Mobility Kit</b> <ul style="list-style-type: none"> <li>• Includes 3.5" Rubber Coated roof magnet – 105 lbs Pull force. Black, 1.5" RAM ball mount stud inclu.</li> </ul>	\$125.88	\$377.64
(1)	VS-50mm-SPR	<b>50 MM Camera - Spare</b> <ul style="list-style-type: none"> <li>• Qty=1 Combination IR / Color R3 LPR Camera - 50mm lens package</li> <li>• LPR cameras include high contrast 740nm camera lenses</li> <li>• Solid state digital signal processor unit - No moving parts</li> <li>• Permanent install wiring harness (direct to battery)</li> <li>• Single point power connection</li> <li>• Field installed GPS receiver for MDC (USB Connect)</li> </ul>	\$1,800.00	\$1,800.00

		<b>Software Portion:</b>		
(1)	VV-SL-1	<b>LEARN-NVLS LPR Data Hosting Service via National Law Enforcement LPR Server</b> <b>Vigilant Hosted/Managed Centralized LPR server via</b> <b>LEARN</b> <input type="checkbox"/> Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> <li>• Central repository for all LPR data acquired by each LPR</li> <li>• Includes Vigilant's suite of LPR data analytics via online web access</li> <li>• Automated CarDetector software update management</li> <li>• Plate searching, mapping, data mining utilities, Stakeout,</li> <li>• Associate Analysis and MOAB</li> <li>• Full administrative security with management auditing</li> <li>• Plug-N-Play an unlimited number of CarDetector LPR systems  <input type="checkbox"/> Requires NO server hardware, NO server maintenance</li> </ul>	\$0.00	\$0.00
(1)	VS-SSUPLN-COM	<b>Vigilant Start Up &amp; Configuration of Hosted/Managed LEARN Server Account</b> <ul style="list-style-type: none"> <li>• New client account setup via national LPR server</li> <li>• Required for all hosted/managed LEARN client accounts</li> </ul>	\$1,240.00	\$1,240.00
(4)	VSBSVC-01	<b>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</b> <ul style="list-style-type: none"> <li>• Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> <li>o Includes access to all LEARN and CarDetector software updates</li> </ul> </li> <li>• Requires new/existing Enterprise Service Agreement (ESA) <input type="checkbox"/></li> <li>• 1 years camera licensing included</li> </ul>	\$525.00	\$1,575.00
		<b>Install Portion:</b>		
(1)	VSPTRNG	<b>Vetted End User Training for LPR Systems</b> <ul style="list-style-type: none"> <li>• End user training for Vigilant products <ul style="list-style-type: none"> <li>o Covers all client purchased applications</li> <li>o Includes classroom and field operation training</li> </ul> </li> <li>• Vigilant certified technician to visit site and perform one training class</li> </ul>	\$500.00	\$500.00
(2)	SSUPSYS-COM	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>• Vigilant certified technician to visit customer site</li> <li>• Includes system start up, configuration and commissioning of LPR system</li> <li>• Applies to 1 Mobile System</li> </ul>	\$850.00	\$1,700.00
(1)	VS-TRVL	<b>Vetted Certified Partner Travel via Client Site Visit</b> <ul style="list-style-type: none"> <li>• Vigilant certified technician to visit client site</li> <li>• Includes all travel costs for onsite support services</li> <li>• Local Customer No Travel Cost Required</li> </ul>	\$1,500.00	\$1,500.00
		<b>Hardware Cost:</b>		\$38,667.64
		<b>Software Cost:</b>		\$2,815.00
		<b>Training / Install:</b>		\$3,700.00
		<b>Extended Total:</b>		<b>\$45,182.64</b>

**Proposal Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above stated bill of materials.
3. Complete system includes one (1) year parts and labor warranty; extended warranty options up to five years are available.

**Quoted by: Ryan Barnett**

**Phone: 901-545-9825**

**email: rbarnett@vettedsolution.com**

<b>Total Price</b> (Excluding sales tax)	<b>\$45,182.64</b>	Includes all "adds"
Accepted By:	Date: P.O#	Accepted By:

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Awarding the City of Edinburg's Fiscal Year 2015-2016 Audit to Long Chilton, LLP, Certified Public Accountants, in the Amount of \$75,000 and Authorize the City Manager to Execute Engagement Letter Relating Thereto. [Ascencion Alonzo, Director of Finance]

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**STAFF COMMENTS AND RECOMMENDATION:**

The accounting firm of Long Chilton, LLP, Certified Public Accountants, has audited the general purpose financial statements of the City of Edinburg for the past twenty-three years. The Fiscal Year ending September 30, 2015 was the last year for the City of Edinburg to be audited by Long Chilton, LLP, Certified Public Accountants under the existing contract. All these past years, this firm has done an excellent job and accomplished the audit service requirements in a professional and timely manner.

Staff recommends awarding the audit for Fiscal Year ending September 30, 2016 to the accounting firm of Long Chilton, LLP, Certified Public Accountants. Long Chilton, LLP will perform an audit of the City of Edinburg's governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and aggregate remaining fund information as of and for the year ending September 30, 2016, which collectively comprise of the basic financial statements. This firm will also perform the audit of the City as of September 30, 2016 so as to satisfy the audit requirements imposed by the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The fee for the audit is \$75,000 which is \$10,000 less than the previous year.

Funding is available in the 2016-2017 Fiscal Year Operating Budget.

**RECOMMENDATION:**

Approve Awarding the City of Edinburg's Fiscal Year 2015-2016 Audit to Long Chilton, LLP, Certified Public Accountants, in the Amount of \$75,000 and Authorize the City Manager to Execute Engagement Letter Relating Thereto.

**REVIEWED BY:**

**PREPARED BY:**

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

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

Â /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

October 13, 2016

Honorable Mayor,  
Members of the City Council  
City of Edinburg  
P.O. Box 1079  
Edinburg, Texas 78540-1079

We are pleased to confirm our understanding of the services we are to provide the City of Edinburg for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule- General Fund.
3. GASB-required supplementary pension and OPEB information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the

financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Other supplementary information (combining statements, budgetary comparison schedules, etc.).
3. Capital assets used in the operation of governmental funds.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory section.
2. Statistical section.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of

accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor, Members of the City Council, and the City Manager of the City of Edinburg, Texas. We will make reference to the component unit auditor's audit of the Edinburg Economic Development Corporation in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial

statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the provisions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Edinburg, Texas in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Audit Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, and supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of audit, and (4) unrestricted access to persons within the government, persons at components (including management and those charged with governance), and component auditors.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement and presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, the schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably the Director of Finance, with suitable skill, knowledge, or

experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report. Any delays will delay delivery accordingly.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

The audit documentation for this engagement is the property of Long Chilton, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Long Chilton, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant, oversight agency, or any pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on December 1, 2016 and to issue our reports no later than March 31, 2017. This timeline is contingent on the City having all audit areas ready for audit no later than December 1, 2016. This includes the schedule of expenditures of federal awards. The City's component unit (Edinburg Economic Development Corporation) audit must be available no later than one week prior to March 31, 2017. Ruben Moreno, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$75,000. The fee will increase if additional programs are required to be audited in conformance with the Uniform Guidance. Interim billings will be

submitted as work progresses and as expenses are incurred. All other provisions of this letter will survive any fee adjustment. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur additional costs.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Any claim arising out of services rendered pursuant to this agreement shall be resolved in accordance with the laws of the State of Texas. It is agreed by the City of Edinburg, Texas and Long Chilton, LLP or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Edinburg, Texas shall be asserted more than two years after the date of the audit report issued by Long Chilton, LLP.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Edinburg, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



LONG CHILTON, LLP  
Certified Public Accountants

Confirmed on behalf of the addressee:

\_\_\_\_\_  
\_\_\_\_\_, 2016

# CONTRACTUALS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Approving the Agreement for Professional Services Contract for Planning and Engineering Services for the CSJ: 0921-02-345 Edinburg Bicycle and Pedestrian Master Plan to Halff Associates, Inc. based on RFQ 2016-002, and Authorize the City Manager to Enter into an Agreement Relating Thereto Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria P.E., C.F.M., Director of Engineering]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Wednesday, August 3, 2016, the City Council awarded RFQ 2016-002, for the Consultant Services for Planning and Engineering Services to Halff Associates, Inc.

Halff Associates, Inc will be providing the planning and engineering design for the Edinburg Bicycle and Pedestrian Master Plan.

Staff has verified that Halff Associates, Inc has no outstanding debts with the City and they are not on the Federal Excluded Parties List System. The Compensation for basic services is based on a fee schedule in the amount not-to-exceed the amount of \$145,500.00. Funding is available through the Advanced Funding Agreement with the Texas Department of Transportation CSJ: 0921-02-345 in the amount of \$148,500 and the FY 2016-2017 Department of Public Works Street Division General Operating Budget in the amount of \$1,500 matching requirements and the amount of \$30,000 for the Texas Department of Transportation Direct & Indirect State Cost.

**RECOMMENDATION:**

Approve the the Agreement for Professional Services Contract for Planning and Engineering Services for the CSJ: 0921-02-345 Edinburg Bicycle and Pedestrian Master Plan to Halff Associates, Inc. based on RFQ 2016-002, and Authorize the City Manager to Enter into an Agreement Relating Thereto Pursuant to the City's Ordinances and Procurement Policies.

**REVIEWED BY:**

**PREPARED BY:**

Tomas D. Reyna,  
Director of Public Works

Â /s/Marissa Garza  
Marissa Garza, Director of Community  
Development/Grants Management

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

Â /s/Ponciano N Longoria  
Ponciano N. Longoria  
PE, CFM  
Director of Public  
Works

\*\*\*\*\*

**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

STATE OF TEXAS           §                    **AGREEMENT BETWEEN THE CITY OF  
EDINBURG AND HALFF ASSOCIATES, INC.  
FOR PLANNING & ENGINEERING SERVICES  
FOR THE CSJ:0921-02-345 EDINBURG  
BICYCLE AND PEDESTRIAN MASTER PLAN**

COUNTY OF HIDALGO   §

CITY OF EDINBURG     §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and **Halff Associates, Inc.** (hereinafter called “Consultant”), are the parties to this Agreement.

**RECITALS**

**WHEREAS**, the City of Edinburg has authorized staff to request proposals to provide planning and engineering services for the CSJ: 0921-02-345 Edinburg Bicycle and Pedestrian Master Plan.

**WHEREAS**, the Consultant shall provide planning and engineering services and such services shall be defined, scheduled, and authorized as described in **Exhibit “A”** Scope of Services, and **Exhibit “E”**, RFQ #2016-002; and

**WHEREAS**, the Consultant has the professional knowledge and abilities to perform the professional planning and engineering services; and

**WHEREAS**, the City desires to engage the Consultant to render services in connection therewith:

**NOW, THEREFORE**, City and Consultant do mutually agree as follows:

**SECTION I**  
**EMPLOYMENT OF CONSULTANT**

City agrees to employ Consultant to furnish and provide the planning and engineering services, as stated in this agreement and **Exhibit “A” & E”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

**SECTION II**  
**BASIC SERVICES OF CONSULTANT**

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, & E”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

**SECTION III**  
**RESPONSIBILITY OF THE CITY**

City will facilitate Consultant’s work with the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

**SECTION IV**  
**RESPONSIBILITIES OF CONSULTANT**

- A. The Consultant shall perform the Planning and Engineering Services, more specifically described in **Exhibits "A & E"**.
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform planning and engineering services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The

Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

## **SECTION V** **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay in the amount not exceed **\$145,500.00** (for basic services excluding additional services. The Payment for such services in further detailed in **Exhibit "A & E"**, the Planning services for the City of Edinburg Bicycle / Pedestrian Master Plan and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.

- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of ordinances and any other applicable laws of this State.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

**SECTION VI**  
**TIME OF PERFORMANCE**

Consultant contracts and agrees to provide Planning and Engineering Services set forth in this contract and as specified by the City in **Exhibit "A & E"**. Work will continue until the Project is declared technically complete by the City Staff.

**SECTION VII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be twelve (12) months commencing on the date of its execution with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

**SECTION VIII**  
**MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Consultant 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

- E. Professional Liability
  - 1. Professional
    - \$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

**SECTION IX**  
**TERMINATION**

- A. 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, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries

and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

**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**  
**INDEMNIFICATION**

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all reasonable expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

**SECTION XII**  
**CHANGES**

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.
- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

**SECTION XIII**  
**SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION XIV**  
**NOTICE**

All notices or other communications required under this Agreement may be effected 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 on the below or when mailed to the last address provided in writing to the other party by the addressee.

**SECTION XV**  
**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 ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

**SECTION XVI**  
**SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants

of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

**SECTION XVII**  
**PLANNING AND ENGINEERING SERVICES STATE AND FEDERAL CLAUSE**

In connection with planning and engineering services for preliminary engineering, all parties to this Agreement must comply with Federal requirements cited in 23 CFR Part 172 since 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, planning and engineering services are not eligible for TAP reimbursement.

1. When planning 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.
2. When planning and engineering services are provided by or through State, then the following applies: State is responsible for the delivery and performance of any required planning 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.

**SECTION XVIII**  
**CIVIL RIGHTS COMPLIANCE**

Consultant shall comply with the regulations of the U. S. Department of Transportation ("ODT" )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).

**SECTION XIX**  
**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

1. The Consultant shall comply with the Disadvantaged Business Enterprise ("DBE") Program requirements established in 49 CFR Part 26.
2. Consultant shall adopt, in its totality, State's federally approved DBE program.

3. Consultant 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.
4. Consultant 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.
5. Consultant 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.).
6. Each contract Consultant 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.*

## **SECTION XX**

### **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.

### **SECTION XXI** **LOBBY CERTIFICATION**

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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.
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-III, "Disclosure Form to Report lobbying," in accordance with its instructions.
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.

### **SECTION XXII** **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPERNCY ACT**

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>.

2. Consultant 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/portailpublic/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 City if:
  - i. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**SECTION XXIII  
MISCELLANEOUS**

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University Dr  
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 & THOMPSON P.C.**

BY: \_\_\_\_\_  
City Attorney

**HALFF ASSOCIATES, INC.**

BY: \_\_\_\_\_  
Mr. Robert L. Saenz, P.E., C.F.M., P.M.P.  
Project Manager  
5000 West Military Highway, Suite 100  
McAllen, Texas 78503  
Phone: (956) 664-0286  
Fax: (956) 664-0282  
Email: [RSaenz@Halff.com](mailto:RSaenz@Halff.com)

**Attachments:** Exhibit "A" Scope of Services  
Exhibit "B" Insurance  
Exhibit "C" DBE Exclusion  
Exhibit "D" DUNS Number & System for Award Management  
Exhibit "E" RFQ 2016-002

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES, INC. FOR PLANNING & ENGINEERING SERVICES FOR THE CSJ:0921-02-345 EDINBURG BICYCLE AND PEDESTRIAN MASTER PLAN**

## EXHIBIT A SCOPE OF SERVICES

### City of Edinburg Bicycle and Pedestrian Master Plan

Under contract to the City of Edinburg (the “City”), Halff Associates, Inc. (HA) will provide planning services to the City that result in a Bicycle and Pedestrian Master Plan to guide the development of a system of off-road and on-road pathways, bike lanes, trails, and other facilities that will connect users to key destinations within Edinburg and provide connections to adjacent communities.

HA’s project involvement and facilitation will be carried out according to this Scope of Services, and contingent upon the Support Services of the City outlined in Exhibit B to the Professional Services Agreement, to make the best use of the available project budget. Interaction between HA and City staff will take place either by means of face-to-face meetings, by means of conference call meetings, or by a combination of both. The number and nature of meetings is defined per individual task.

#### 1.00 PROJECT INITIATION

##### 1.01 PROJECT INITIATION MEETING

Halff Associates (HA) will arrange a conference call meeting with City staff to discuss the following pre-planning issues:

- **Orientation.** The City and HA will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants.
- **Review of Key Issues.** Key issues to be addressed during the course of the work will be reviewed with City staff. Identify opportunities and challenges that this project will face, and establish the objectives to be accomplished through this work.
- **Schedule.** Review contract schedule and establish key milestone dates.
- **Information Exchange.** Discuss the need for GIS data and other plan documents that will be needed for the project and how HA should work with City staff to obtain that information.
- **Methodology.** Discuss the planning process (including focus areas, level of detail, etc.) so expectations are clear amongst a broader group than the project managers designated by the City and HA, respectively. General deliverables will be defined and any specific product issues will be identified.

**Product:** HA will prepare a meeting agenda, and a list of needed informational items and data prior to the meeting.

**Meetings:** One (1) conference call meeting.

## 1.02 DATA COMPILATION AND PREPARATION OF BASE MAPPING

HA will use a variety of GIS data to conduct an analysis of the City's current – and potential - bicycle and pedestrian network. HA will be provided with available data from previous work in the city and region, and will identify additional data needs. HA assumes that the majority of data that is needed is already available through existing GIS inventories. City staff will work to assemble and provide HA with the most current data in GIS shapefile format (for mapping items), PDF for reports or documents, and CADD for other applicable design elements, including but not limited to the following:

- Digital copies of previous planning documents or design guidelines which are relevant to the planning effort – including applicable resources from adjacent jurisdictions;
- Photo-documentation of existing City bicycle and pedestrian facilities, examples of preferred facility types/design, and barriers or other conditions that inhibit bicycle or pedestrian access;
- Roadway centerline files with road name, thoroughfare classification, ownership, posted speed limit, ADT (average daily traffic volume), number of travel lanes, lane widths, overall roadway width, rights-of-way, and direction (one-way vs. two way);
- Locations and descriptions of planned transportation infrastructure improvements;
- Existing and planned trails and greenways, sidewalks, and on- and off-road bicycle facilities (existing GIS mapping for current existing facilities, as well as best available mapping for proposed facilities). HA will assume that information provided is most recent and is accurate;
- Right-of-way limits for major streets;
- Locations of signalized intersections;
- On-street parking restrictions/areas with traffic calming;
- Parcel layers for the MPO study area indicating public or private land ownership;
- Locations of physical barriers such as sidewalk gaps, major highways, rivers and streams, steep terrain, and other barriers;
- Major employment and activity centers;
- Locations of bus stops and transfer points, bus routes, and locations of major bicycle and pedestrian trip generators (including schools, universities, libraries, parks and open spaces, senior centers, social service sites, community centers, sporting venues, tourist destinations, hospitals, military bases, bike share stations, and other activity centers);
- Locations of planned residential or commercial development;
- Land use (current and proposed) and zoning;
- Population, employment, and travel data (by census block group);
- Journey to work data, and automobile ownership;
- Locations and descriptions of bicycle and pedestrian crash locations (for at least three years); and, the crash rate (number of crashes to the volume of traffic).

**Product:** HA will prepare city-wide base drawings (working maps), and neighborhood/sector maps (as necessary), with information readily available for use throughout the duration of the project. HA will coordinate with the City to understand and incorporate data standards and determine the necessary levels of accuracy and precision for data development. Except as stated herein, HA is not responsible for increasing the accuracy and precision or otherwise improving data received directly from the City or other vendors.

**Meetings:** None.

**Items provided by the City:** The City will provide requested data and be responsible for ensuring that GIS data from other sources is compatible (formatted with same-geo-coordinates, etc.). The detail and scope of HA base maps will correlate to the availability of existing data.

### **1.03 PLAN REVIEW AND DOCUMENTATION**

The City will provide HA with a digital copy of all city, regional, and state plans, studies, policies, and programs that may influence the Bicycle and Pedestrian Master Plan. HA will review previously completed and on-going applicable plans, studies, policies, programs, and processes to understand recent planning efforts and document plan findings, including issues, opportunities and recommendations.

**Product:** HA will review plans, studies, policies, programs, and processes as provided by the City. Deliverable products will be incorporated into draft and final Master Plan document.

**Meetings:** None.

**Items provided by City:** As provided in the Task description.

### **1.04 ESTABLISH GOALS AND OBJECTIVES**

- A. HA will compile a preliminary list of key bicycle and pedestrian long term goals and objectives for the City, to serve as an initial list of guiding principles subject to further modification by staff and other planning participants during the planning process.
- B. Where applicable, initial goals and objectives will be based on previous policy statements included in existing City plans and studies to promote compatibility.
- C. HA will review the goals and objective with City staff and the Public Infrastructure Projects Advisory Committee (PIPAC), and modify as appropriate per comments received.

**Product:** HA shall prepare a preliminary written list of goals and objectives for staff and PIPAC review and comment, and for subsequent referral at public meetings.

**Meetings:** None.

**Items provided by the City:** The City shall direct HA to previous and current goals and objectives, policy statements, etc. related to bicycle and pedestrian facilities which may be utilized to generate Master Plan goals and objectives. The City will review and comment on initial and revised versions of goals and objectives.

## **2.00 PUBLIC INPUT PROCESS**

### **2.01 BICYCLE/PEDESTRIAN ADVISORY COMMITTEE MEETINGS**

The City's Public Infrastructure Projects Advisory Committee (PIPAC) shall serve as the project's appointed bicycle/pedestrian advisory committee. The PIPAC will guide the outcome of this project and will provide preliminary review of the proposed active transportation network and implementation program.

- A. **Benchmark Meetings.** HA and the PIPAC will convene three (3) “benchmark” meetings at key points in the planning process. At each benchmark meeting HA will present key interim deliverables and facilitate further discussions/exercises that guide the next steps in the projects. Benchmark meetings will occur as follows:
- **Project Framework Meeting.** HA will meet with the PIPAC to discuss project goals and objectives, define needs assessment variables (destinations and barriers) to guide bicycle and pedestrian network development, and refine criteria to prioritize pending bicycle and pedestrian projects. *This meeting will occur in conjunction with Tasks 3.01 and 3.02.*
  - **Bicycle/Pedestrian Network Meeting.** HA will meet with the PIPAC to present initial recommendations for a city-wide bicycle and pedestrian network, and to further refine project prioritization criteria (if necessary). *This meeting will occur in conjunction with Task 4.01.*
  - **Draft Plan Meeting.** HA will meet with the PIPAC to present the recommended city-wide bicycle and pedestrian network, facility development guidelines, and implementation program. *This meeting will occur in conjunction with Task 5.02.*
- B. **Interim Meetings.** As necessary and agreed upon by HA and the City, HA will attend up to three (3) additional PIPAC meetings during the planning process to provide project updates, ensure project coordination with the City’s capital improvement process, or to address inquiries on interim products. Requests to attend interim PIPAC meetings will be made in writing to the City’s Project Director.

**Product:** HA will prepare presentation materials for meetings and summarize meeting comments.

**Items provided by City:** As provided in Exhibit B, *Support Services of the City of Edinburg.*

## 2.02 PUBLIC OPEN HOUSES

HA will facilitate three (3) public open houses – advertised and staffed by the City – to provide opportunities for area residents to identify key concerns, destinations, types of facility preferences, etc. This task includes three (3) open houses, as follows:

- **Visioning Open Houses (2 total).** The visioning public open houses will be structured for participants to identify key destinations where bicycle and pedestrian facilities should be provided or improved, preferred bicycle and pedestrian routes, and barriers to bicycling and walking. *These open houses will be scheduled for two (2) consecutive nights and will occur in conjunction with Task 3.01.*
- **Evaluation Open House.** The evaluation public open house will offer participants the opportunity to view and evaluate proposed bicycle and pedestrian routes and facilities. *This open house will occur in conjunction with Task 5.02.*

**Product:** HA will prepare presentation materials for the public open houses.

**Items provided by City:** As provided in Exhibit B, *Support Services of the City of Edinburg.*

### 2.03 VISIONING MEETINGS WITH KEY STAKEHOLDERS

- A. HA will meet with key community representatives to guide initial plan goal and objective development, and analysis. Stakeholder meetings may include representatives from the health and medical community, organizations serving low-income households, law enforcement officials, the business community, school district representatives, UTRGV officials, transportation and transit agencies, public authorities, and area residents who are already engaged in bicycling, walking, and using trails for both recreation and transportation.

HA will conduct a maximum of six (6) group meetings with representatives of key stakeholder groups or organizations as selected by the City (with HA input). Meetings will be during the day, will occur consecutively over a one (1) to two (2) day period, and be conducted in an informal “roundtable” format. *These meetings will occur in conjunction with Task 3.01.*

- B. At the request of the City, HA will convene a total of three (3) additional stakeholder meetings during the course of the project to garner ongoing input and support from key interests and engaged member of the general public. Attendees shall be selected by the City (with HA input). *Each of the three (3) stakeholder meetings would take place in conjunction with (but separate from) the three (3) PIPAC benchmark meetings listed in Task 2.01.*

**Product:** HA shall prepare a summary of findings and comments made during meetings.

**Items provided by City:** As provided in Exhibit B, *Support Services of the City of Edinburg* and according to a list of stakeholders identified jointly by the City and HA.

### 2.04 COMMUNITY SURVEY

- A. HA will prepare a draft on-line community-wide survey subject to web-based administration. The draft survey will be transmitted to City staff for review.
- B. The survey will be linked to the City website by City staff. HA will prepare and send to the City an email “blast” announcement suitable for being transmitted to area residents using available e-mail lists and databases provided and administered by the City.
- C. HA will review the draft survey and announcement materials with City staff and modify as appropriate. The final survey and survey announcements will be prepared in both English and Spanish.
- D. HA will obtain City approval prior to administering the survey.
- E. HA will analyze survey results to include a summary of key responses for the Master Plan.

**Product:** HA will prepare documentation for the region-wide survey and compile survey results.

**Meetings:** One (1) meeting to discuss the survey questions. *Meeting may be held in conjunction with the Project Framework PIPAC meeting referenced in Task 2.01.*

**Items provided by the City:** The City shall assist in the development of the survey, assist in linking the survey instrument to the City website, and promote the survey to residents via newsletters, announcements and/or email blasts. Distribution of any hard copy version of the survey will be at the discretion of the City. The cost of hard copy survey or announcement distribution – and associated administration (including dissemination and tabulation) - shall be handled by the City and is not included in this scope of services.

## **3.00 COMMUNITY ASSESSMENT**

### **3.01 NEEDS ASSESSMENT**

- A. Utilizing data collected during Task 1.00, HA will prepare initial assessment materials regarding bicycle and pedestrian facility needs for dissemination at meetings and public open houses scheduled as part of this Task.
- B. HA and the City will distribute and advertise the online public survey concurrent with or immediately following the public outreach activities described in this Task. The time frame for posting of the community survey and compilation of results will correspond to the estimated time frame of this Task.
- C. Combining data collected as part of the project initiation, and public input received through initial outreach activities, HA will generate initial maps and recommendations regarding bicycle and pedestrian facility needs. The needs assessment will use a combination of quantitative and qualitative tools to assess opportunities and areas of concern for walking and bicycling within the City and extending to neighboring jurisdictions. The assessment will document existing conditions for walking and bicycling, identify major deficiencies, major gaps and barriers, and include preliminary recommendations for facility improvements.
- D. HA will supplement data-based and public input assessment findings with field reconnaissance to better identify facility barriers – including natural and man-made features.

**Product:** HA will prepare presentation materials for all public outreach activities. HA will also prepare a summary of findings and comments made during meetings.

**Meetings (5+ total):** One (1) staff meeting. Two (2) public open houses (*see Task 2.02 “Visioning Open Houses”*). One (1) PIPAC meeting (*see Task 2.01, “Project Framework Meeting”*). Stakeholder visioning meetings (*see Task 2.03*).

**Items Provided by The City:** Meeting assistance as provided in Exhibit B, *Support Services of the City of Edinburg*. Review and comment on interim materials.

### **3.02 PROJECT PRIORITIZATION CRITERIA**

HA will generate an initial matrix of bicycle and pedestrian project prioritization criteria which will be utilized to rank proposed infrastructure improvements. Criteria to be considered in the project prioritization methodology will be grouped according to community benefit, and project feasibility.

The City will provide HA with access to capital project prioritization process materials that it currently utilizes to promote compatibility with bicycle and pedestrian project prioritization methods generated as part of this planning effort. The preliminary project prioritization criteria will be modified throughout the planning process to reflect changes to project categories and parameters. Bicycle and pedestrian project prioritization criteria is intended to provide a methodology for ranking projects in relation to the proposed bicycle and pedestrian network that will be developed during subsequent stages of the planning process.

**Product:** Project prioritization matrix template for review.

**Meetings:** One (1) PIPAC meeting (*see Task 2.01, "Project Framework Meeting"*).

**Items provided by the City:** Capital project prioritization materials.

## **4.00 BICYCLE AND PEDESTRIAN PROGRAM**

### **4.01 NETWORK IDENTIFICATION AND MAPPING**

Based on the information gathered in previous tasks, including the GIS facility inventory, field work, traffic crash data, review of relevant local and regional plans, and the gap and demand analysis, HA will develop and map recommendations for City bicycle and pedestrian improvements.

These recommendations will provide for a community supported comprehensive network of off-road/on-road pathways, trails, and facilities to connect users to key destinations within the City as well as to existing and planned systems in adjacent communities. The system shall incorporate potential linkages, as appropriate, such as existing and future roadways, pathways, trails, linear parks, open spaces, utility easements, drainage easements, and drainage ditches; and, will consist of the following:

- Key linkages for bicycle and pedestrian connectivity,
- High priority non-motorized transportation corridors, intersections or crossings,
- Major bicycle and pedestrian facilities (including off road trails, greenways, etc.),
- Primary roadways that have or need bicycle and pedestrian accommodations,
- Bicycle/pedestrian focus areas (existing or future neighborhoods or districts that by virtue of mixed-land uses, demographic, and/or development patterns and style, could have significant numbers of bicycle and pedestrian trips) , and
- Any other facilities that have been determined to be of significance.

A comprehensive city-wide network of sidewalk facilities will not be included in the proposed bicycle and pedestrian network. Rather, sidewalk facility recommendations will be limited to high-profile segments within the City intended to link neighborhoods to key destinations such as schools, parks, and other activity centers.

**Product:** Draft city-wide bicycle and shared-use network maps (composite and by facility class or type). Maps will be prepared and displayed in GIS format and will illustrate the full extent of the City, and area quadrants as necessary. City staff and HA will coordinate on the digital method to distribute draft maps and associated requests for modification.

**Meetings:** One (1) staff meeting. One (1) PIPAC meeting (*see Task 2.01, "Bicycle/Pedestrian Network Meeting"*).

**Items provided by the City:** Digital comments and mark-ups of proposed network maps.

#### 4.02 FACILITY TOOLBOX

HA will coordinate with the City to develop a general "toolbox" of preferred bicycle and pedestrian facility types, including but not limited to: regular and extra-wide sidewalks, sidepaths (pathway adjacent to a roadway) bicycle lanes, shared use paths (off-street trails), cycle tracks, traffic calming, bicycle boulevards, and associated intersection treatments which will be utilized by the City as it seeks to implement the Master Plan's recommended bicycle and pedestrian networks. Consideration will be given to the location of the facility within or adjacent to street rights-of-way or other unique corridors such as drainage and irrigation canals. Preferred facility types shall conform to applicable AASHTO and/or NACTO standards unless local conditions dictate a design variation.

The facility toolbox will be an integral part of the Master Plan document, and will inform possible revisions to City ordinance or policy.

**Product:** Toolbox of preferred bicycle and pedestrian facility types and guidelines for inclusion in the Master Plan document. HA shall prepare recommendations in narrative, tabular, and/or graphic format for inclusion in the Master Plan.

**Meetings:** One (1) staff meeting.

**Items provided by the City:** Review and recommendations.

#### 4.03 POLICIES AND PRACTICES

HA will coordinate with City to develop an inventory of programs, policies, ordinances, and facilities that can be utilized by the City and local partners to develop a comprehensive bicycle and pedestrian program that supports the network and facility recommendations developed in accordance with Tasks 4.01 and 4.02. Key recommendations will be incorporated into the Master Plan's implementation program.

**Product:** Narrative for inclusion in the Master Plan document.

**Meetings:** None.

**Items provided by the City:** Review and recommendations.

### 5.00 IMPLEMENTATION PROGRAM

#### 5.01 IMPLEMENTATION PROGRAM DEVELOPMENT

A. Prioritization Methodology. HA will coordinate with the City to refine project prioritization criteria (if necessary), and will utilize final criteria to produce lists of bicycle and pedestrian projects ranked according to method of travel that the project

- facilitates (bicycle, pedestrian, shared) and by facility type. The bicycle and pedestrian recommendations will be prioritized into short and long-term projects.
- B. Existing Implementation and Funding Strategies. HA will review the information collected in prior Tasks to evaluate the relative strengths and weaknesses of current implementation and funding mechanisms. These findings will be reviewed with City staff and incorporated into the implementation program in the form of a funding plan which identifies transportation funding sources beyond federal entitlements including: grants, private funding, and user fees.
  - C. Implementation Program. HA will prepare an implementation program based on an evaluation of recommended active transportation network routes and facilities with the prioritization methodology.

**Product:** HA will prepare prioritization of recommended improvements, a short-term work program in table format, and an implementation plan in written format.

**Meetings:** One (1) conference call meeting with staff.

**Items provided by the City:** Review and recommendations.

## 5.02 DRAFT MASTER PLAN PRESENTATION

- A. HA will prepare a Draft Master Plan report for distribution to City staff and PIPAC members for review.
- B. HA will conduct an “open house” meeting with the PIPAC, other interested stakeholders, and the public to review alternatives and get feedback on preferences.
- C. HA will conduct a present the Draft Master Plan to the Mayor and City Council at a special workshop held in conjunction with a regularly scheduled Council meeting, or at a special session of Council.

**Products:** HA will prepare an electronic (PDF format) Draft Master Plan. The total number of drafts includes one (1) Draft Master Plan report. HA will prepare meeting and open house agendas and exhibits to aid discussion.

**Meetings (3 total, same trip):** One (1) public open house (*see Task 2.02 “Evaluation Open House”*). One (1) PIPAC meeting (*see Task 2.01, “Draft Plan Meeting”*). One (1) City Council workshop.

**Items provided by the City:** City staff will review the Draft Master Plan, set up meetings and agenda items for review of the report, and distribute electronic or hard copies of the report to staff and the PIPAC.

## 6.0 FINAL REVIEW AND ADOPTION

### 6.01 FINAL MASTER PLAN PREPARATION, REVIEW, AND APPROVAL

HA will combine the information compiled in each of the tasks above into a Final Master Plan. The document will be prepared in Adobe InDesign and compatible Adobe products. Elements in this task will include:

- Preparation of the Final Master Plan and submittal of electronic (PDF format) draft to

City staff for review based on comments received during review of the preliminary draft submitted as part of Task 5.02.

- One (1) work session with City staff.
- Revisions based on comments received, and preparation of a revised draft report in electronic (PDF) format.
- Corresponding maps prepared and displayed in GIS format.
- One (1) presentation of the Final Master Plan to the City Council.
- Preparation of the Final Master Plan report incorporating conditions of approval by the City Council.

**Products:** HA will prepare electronic (PDF format) draft reports suitable for printing by the City. The total number of electronic drafts includes one (1) Final Master Plan for approval, and subsequently, one (1) Final Master Plan report incorporating conditions of approval by the City Council.

**Meetings:** One (1) City Council meeting during the approval process.

**Items Provided by the City:** The City will review the Final Master Plan report, set up meetings and agenda items for review and approval of master plan, and distribute electronic or hard copies of the report to staff, the PIPAC, and City Council, as outlined above. Products prepared by HA will be prepared based solely on comments compiled by the City's designated Project Manager and provided to HA in written format.

## 6.02 MASTER PLAN PUBLISHING

HA will produce a color digital (InDesign format and PDF format) original of the Final Master Plan report for use by the City for on-line use and reproduction. Accompanying full color digital map files (PDF and MXD format) will be provided for independent display and reproduction. HA will also prepare hard copies of the Final Master Plan report for immediate distribution by the City.

**Product:** Halff will provide twenty (20) hard copies of the final report and two (2) electronic copies in InDesign and PDF formats; and, including any accompanying .shp or .gdb GIS files, and ArcMap .mxd and .dwg files, and .kml or .kmz files.

**Meetings:** None.

**Items provided by the City:** The City will perform a final review of the document and approve final reproduction.

## **Support Services of the City of Edinburg**

### **City of Edinburg Bicycle and Pedestrian Master Plan**

The City will provide administrative and technical support services to assist Halff Associates (hereafter “HA”) in performing the Scope of Services described in Exhibit A. The support services to be provided by the City will include the following types of services and tasks:

- Identify a single individual as the City’s Project Director, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving both City and HA personnel, resources and capabilities.
- Provide all available data, maps, aerial imagery, previous reports/plans/studies, ordinances and resolutions, and other information that is available and applicable to HA in digital or printed format and is pertinent and necessary for development of interim and final deliverables.
- Assist HA in establishing contacts with agencies and organizations for data collection and coordination purposes.
- Ensure that key City personnel, commission members, and advisory committee members will participate as needed in the planning process and be available upon request, through arrangements made by the City’s Project Director, to provide information and referrals and offer opinions, insights and suggestions that are necessary for completion of the project. This will include potential formal or informal meetings and briefings with the City Council and parties as specified in Exhibit “A,” Scope of Services.
- Upon project initiation the City’s Project Director will coordinate with HA to transfer spatial data and mapping that the City can make available for the project, including data sets and GIS coverages (and AutoCAD layers, as useful and appropriate) already developed/maintained by the City for its entire planning area or readily available to the City from other sources. The City will be responsible for ensuring that GIS data obtained for this project is compatible, including projections and other formatting elements.
- Reproduce and forward each draft project deliverable submitted by HA (via email) to City Council members, PIPAC members, key City staff members, and other project participants as appropriate.
- Conduct public information activities in conjunction with major public meetings/events and other fitting project milestones. The City will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, promotion and advertising for all public events and citizen surveys, and posting of meeting notices and project information and updates on the City’s website.

- Use the City’s website to disseminate information and inform, update and educate the public about the ongoing project. As necessary, HA will provide already-completed interim documents or GIS maps in an Adobe PDF format, which can be easily posted on the City’s website.
- Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in Exhibit “A,” Scope of Services, including adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, easels, flip pads and markers, etc.). The City’s support services will include providing public and news media notification of public meetings, preparing sign-in sheets, producing/mailing/distributing notices, and reproducing agendas and other handout materials. HA will be responsible for presentations and preparation of necessary graphic aids for all meetings. The City will also be responsible for inviting members of the City Council and committees, and representatives of other key agencies and community organizations, to attend public meetings related to the planning process.
- Commit the necessary resources to prepare adequately for the promotion of citizen participation in, and media coverage of, key community involvement events. The City might consider inviting other community organizations to co-sponsor or “co-host” such key events and provide further logistical support.
- Consider and act on all deliverables and other interim work items submitted by HA that require City review, comments or approval within a reasonable period of time so as to enable the HA to complete the work on schedule. Specific timeframes for such City response will be incorporated into the detailed project schedule cited in Exhibit “A,” Scope of Services.
- Provide HA written summaries, and copies of any handouts/materials, from all project-related meetings not attended by the HA.
- Provide such public notice of meetings and hearings as is required by law or deemed desirable by the City.

## Fee Schedule

### City of Edinburg Bicycle and Pedestrian Master Plan

#### 1.0 BASIC SERVICES

##### 1.00 Basic Services – Fee Summary

Planning services as described in Exhibit A will be provided by Halff Associates Inc. on a lump sum basis, with an authorized lump sum contract fee of **\$145,500** for the Bicycle and Pedestrian Master Plan. The lump sum fee includes compensation for document copying, printing, mileage and associated expenses necessary for the planning effort.

##### TASK

Task 1.00 – Project Initiation	<b>\$12,000</b>
Task 2.00 – Public Input Process	<b>\$28,000</b>
Task 3.00 - Community Assessment	<b>\$24,500</b>
Task 4.00 - Bicycle and Pedestrian Program	<b>\$37,500</b>
Task 5.00 – Implementation Program	<b>\$22,500</b>
Task 6.00 - Final Review and Adoption	<b>\$14,000</b>
	<b>Expenses \$7,000</b>
<b>TOTAL PROJECT FEE</b>	<b>\$145,500</b>

#### 2.0 ADDITIONAL SERVICES

##### 2.00 Additional Services and Meetings

Should the need arise for additional services, including meetings, Halff can provide such services on an hourly basis and/or agreed upon fee.

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES, INC. FOR PLANNING & ENGINEERING SERVICES FOR THE CSJ:0921-02-345 EDINBURG BICYCLE AND PEDESTRIAN MASTER PLAN**

**PENDING INSURANCE**

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES, INC. FOR PLANNING & ENGINEERING SERVICES FOR THE CSJ:0921-02-345 EDINBURG BICYCLE AND PEDESTRIAN MASTER PLAN**

September 14, 2016

Mr. Tomas Reyna  
Assistant Director of Public Works  
City of Edinburg  
415 W. University Drive  
Edinburg, Texas 78541

RE: Bicycle / Pedestrian Master Plan, CSJ No. 0921-02-345, HUB Statement

Dear Mr. Reyna:

As a full service architectural, engineering, surveying and scientific firm, Halff has the capability to do all work on this proposed project with current staff. As such, we have not included any sub consultants on our project team at this time. However, Halff recognizes the importance of utilizing both local and DBE/MBE/WBE firms. For that reason, if it appears to be in the best interest of the client or the specific project to include a sub consultant, Halff will work with the client to include the best local DBE/MBE/WBE firm(s) for the specific project.

If you have any additional questions or comments regarding this statement please feel free to contact me at any time at (956) 664-0286 or [rsaenz@halff.com](mailto:rsaenz@halff.com)

Respectfully Submitted,

HALFF ASSOCIATES, INC.

Robert L. Saenz, PE, CFM, PMP  
Vice President

cc: File

**EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES, INC. FOR PLANNING & ENGINEERING SERVICES FOR THE CSJ:0921-02-345 EDINBURG BICYCLE AND PEDESTRIAN MASTER PLAN**

# Exhibit "E"

USER NAME

PASSWORD

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## Search Results

### Quick Search Results

Your search returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

### Glossary

[Search Results](#)

Entity

Exclusion

[Search Filters](#)

By Record Status

By Record Type

Entity: HALFF ASSOCIATES, INC.

Status: Active

[View Details](#)

DUNS: 022823574

CAGE Code: 3VUU0

Has Active Exclusion?: No

DoDAAC:

Expiration Date: 11/12/2016

Delinquent Federal Debt? No

Purpose of Registration: All Awards

SAM | System for Award Management 1.0

IBM v1.P.50.20160823-0937

WWW6

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**EXHIBIT "E" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES, INC. FOR PLANNING & ENGINEERING SERVICES FOR THE CSJ:0921-02-345 EDINBURG BICYCLE AND PEDESTRIAN MASTER PLAN**



## **REQUEST FOR QUALIFICATIONS**

**RFQ# 2016-002  
CITY OF EDINBURG  
BICYCLE / PEDESTRIAN  
MASTER PLAN  
CSJ: 0921-02-345**

**SUBMITTAL DEADLINE  
TUESDAY,  
JULY 05, 2016  
@ 3:00 PM**



### **2015-2016 City Officials**

Richard H. Garcia, Mayor  
Richard Molina, Mayor Pro-Tem  
David Torres., Councilmember  
J.R. Betancourt, Councilmember  
Homer Jasso Jr., Councilmember  
Richard Hinojosa., City Manager

415 W. University Dr. • P.O. Box 1079 • Edinburg, Texas 78541  
Phone (956) 388-8204 • Fax (956) 383-7111

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2016-002 CITY OF EDINBURG BICYCLE / PEDESTRIAN MASTER PLAN

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## REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, 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.

RFQ'S will be received until 3:00 p.m. Central Time, on Tuesday, July 5, 2016, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any RFQ 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 RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

### RFQ No. 2016-002 CITY OF EDINBURG BICYCLE/PEDESTRIAN MASTER PLAN

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://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 Ext. 8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this RFQ, please contact Mr. Ponciano Longoria, Director of Public Works, PE. , CFM, at (956) 388-8210.

Hand Delivered RFQ'S: 415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> 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 RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

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

Please read your requirements thoroughly and be sure that the RFQ 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 RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

#### PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

**RFQ No. 2016-002  
CITY OF EDINBURG BICYCLE / PEDESTRIAN MASTER PLAN**

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

#### SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "ORIGINAL," and four (4) copies marked. RFQs submitted by facsimile (fax) or electronically shall NOT be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> 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 RFQ's:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

#### TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

#### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to reject any or all RFQs, 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**

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 RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

#### **AWARD**

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

#### **NUMBER OF CONTRACTS**

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

#### **STATUTORY REQUIREMENTS**

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 RFQ**

RFQ CANNOT be altered or amended after opening time. Alterations made before opening time must be initiated by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

#### **NO RESPONSE TO RFQ**

If unable to submit a RFQ, respondent should return inquiry giving reasons.

#### **LIST OF EXCEPTIONS**

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

#### **PAYMENT**

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 City of Edinburg Bicycle/Pedestrian Master Plan as specified.

## RESPONDENT'S EMPLOYEES

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

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

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 RFQ. 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

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

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

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

## 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.

## RIGHT TO 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 five (5) 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**

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 visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://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](http://www.ethics.state.tx.us/forms/CIQ.pdf).

#### **CONFIDENTIALITY OF INFORMATION AND SECURITY**

(26) 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**

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**

Responses to the RFQ must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by

Tuesday, July 05, 2016 until 3:00 p.m. for consideration. An original and four (4) 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 RFQ for "CITY OF EDINBURG BICYCLE/PEDESTRIAN MASTER PLAN". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFQ's: 415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> 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 RFQs: City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

#### **ADDENDA AND MODIFICATIONS**

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ 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 RFQ 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 RFQ 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. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

#### **RFQ PREPARATION COSTS**

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 RFQ or for any work performed prior to execution of contract.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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 RFQ**

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. 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 RFQ. A corporation shall execute the RFQ 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 RFQ. 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

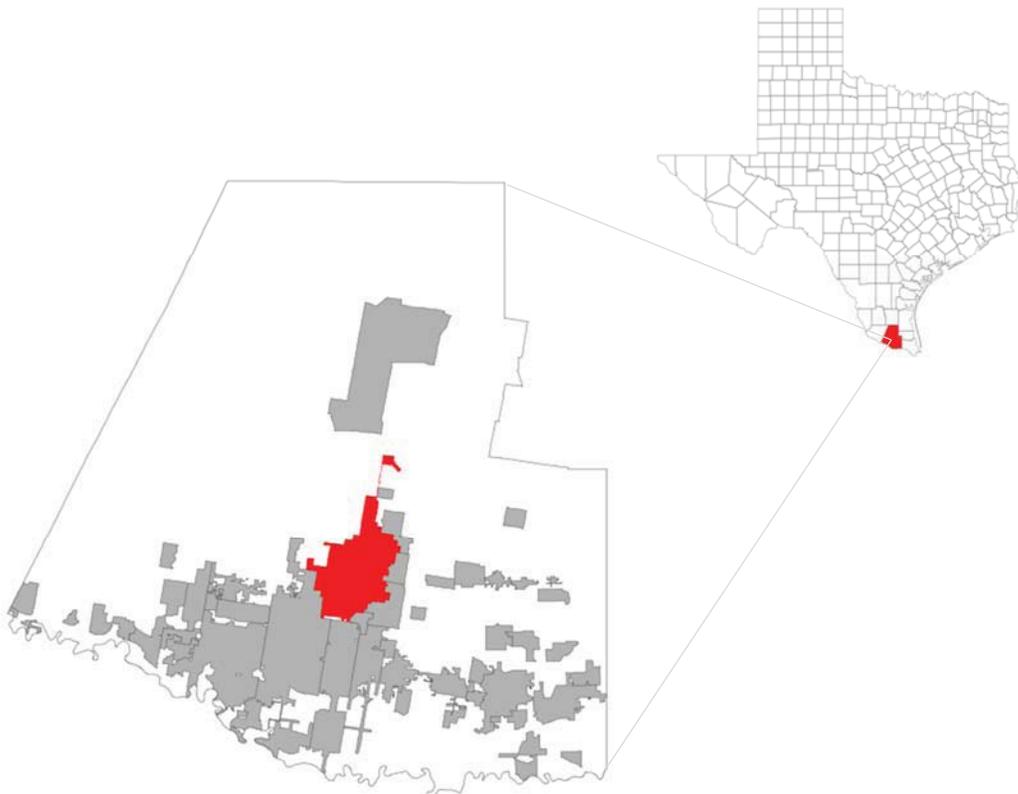
## GENERAL

The City of Edinburg's Department of Public Works is currently seeking a qualified consulting firm to collect information and develop a Bicycle/Pedestrian Master Plan for the City of Edinburg. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

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 within the City of Edinburg. The Master Plan will depict a comprehensive system of off-road and on-road facilities that safely connect neighborhoods and destinations and encourage walking and bicycle travel.

### CITY OF EDINBURG General Information

The City of Edinburg is part of the [McAllen–Edinburg–Mission](#) and [Reynosa–McAllen](#) metropolitan area and is 38 sq mi, and as of the 2014 census the City of Edinburg area is home to over 83,000 people.



## GOALS OF THE MASTER PLAN

Technical Proposals for the Bicycle/Pedestrian Master Plan should address the following goals:

1. The City of Edinburg shall have a comprehensive Bicycle/Pedestrian Master Plan to guide the planning and development of a network of pathways, hike and bike trails, multi-use pathways, bike lanes, and other facilities that encompasses and interconnects the population of the City of Edinburg study area.
2. The City of Edinburg all have a Bicycle/Pedestrian Master Plan that is coordinated with and shows connectivity to the existing bicycle/pedestrian plans and facilities of McAllen, Edinburg, Mission MSA, and adjacent municipal entities, and with adjacent City of Edinburg.
3. The City of Edinburg's Bicycle/Pedestrian Master Plan shall have design standards that meet or exceed current AASHTO and NACTO guidelines.
4. The City of Edinburg's Bicycle/Pedestrian Master Plan shall identify existing and proposed infrastructure, open space, linear park corridors, and utility and drainage easements, as appropriate, that can be integrated with the bicycle/pedestrian network.
5. The Master Plan's outcomes, strategies, and recommendations shall benefit all aspects of mobility throughout the City of Edinburg study area.
6. The ultimate goal of the Master Plan is to guide the development of a comprehensive system of off-road and on-road pathways, bike lanes, trails, and other facilities that will safely connect users to key destinations throughout the City of Edinburg study area, provide connections to all adjacent communities, provide opportunities for a wide variety of recreational activities, and encourage safe alternative modes of transportation.

## SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. Successful completion of the Master Plan project will require the minimum following deliverables:

1. General policies, goals, and objectives for the Master Plan.
2. Inventory and analysis of the existing off-road and on-road pathways, bikeways, trails, and all other walking and biking facilities in the City of Edinburg study area, excluding sidewalks.
3. Recommendations to amend, enhance, improve, or alter the existing pathway and trail facilities.
4. A community supported comprehensive network of off-road/on-road pathways, trails, and facilities to connect users to key destinations within the City of Edinburg study area as well as to existing and planned systems in adjacent municipal entities, counties. The system shall incorporate potential linkages, as appropriate, such as existing and future roadways, pathways, trails, linear parks, open spaces, utility easements, drainage easements, and drainage ditches.
5. Identify gaps in the existing network of pathways and trails and develop priorities and project recommendations at a sufficient level of detail to be ready for design and implementation.
6. Assess and make recommendations as to the feasibility of a bike-share program, possibly in coordination with UTRGV, other cities, or entities.
7. Identify high-priority transportation corridors and develop bicycle/pedestrian project recommendations for these corridors.
8. Guidelines for selecting pedestrian and bicycle facilities for each type of roadway.
9. A funding plan that incorporates transportation funding sources and identifies other potential sources such as grants, private funding, and user fees.

10. Consultant information-gathering and presentation at two (2) to three (3) Public Infrastructure Projects Advisory Committee.
11. Consultant hosts presentations at two (2) public information-gathering meetings, as well as a third later meeting at which the draft final Master Plan will be presented to the public.
12. Consultant presentations at two (2) City Council meetings: at least one (1) for the draft report and one (1) for the final report.
13. Ten (10) hard copies of a draft report and one electronic copy in MS Word format with any detailed drawings and foldable maps in .PDF format of a size equal to or greater than 11"X17", .shp or .gdb GIS files, and ArcMap .mxd and .dwg files, and .kml or .kmz files for the COE to review. Ten (10) hard copies of the final report and two electronic copies in MS Word and PDF formats, .shp or .gdb GIS files, and ArcMap .mxd and .dwg files, and .kml or .kmz files.

## CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

## PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

## SUBMITTAL REQUIREMENTS

City of Edinburg Bicycle/Pedestrian Master Plan Request for Qualifications (RFQ) is requested to be submitted to the City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 5, 2016.

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify

the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

## SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on Monday July 15, 2016 if necessary. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.ther RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	June 17, 2016
Publish RFQ	June 17 & June 24, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 05, 2016
RFQ Review	June 05–14, 2016
Firms Interviews, if required	July 15, 2016
City Council Selects Firm(s)	July 19, 2016

#### CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or [plongoria@cityofedinburg.com](mailto:plongoria@cityofedinburg.com) or Mr. Tomas D. Reyna, Assistant Director of Public Works [treyna@cityofedinburg.com](mailto:treyna@cityofedinburg.com).

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by July 05, 2016 and no later than 3:00 pm. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the CITY OF EDINBURG BICYCLE/PEDESTRIAN MASTER PLAN.

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Enter Into a Second Amendment to Contract Between the City of Edinburg and Valley Metro Security, LLC., for the Professional Security Guard Services to Exercise Second Option to Extend Contract for an Additional One-Year Term. [Ramiro L. Gomez, Director Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On October 7, 2014, RFP 2014-08, Professional Security Guard Services was awarded to Valley Metro Security, LLC. with an option to extend the contract for two (2) additional one year extensions based on their performance and satisfactory completion of their scope. Having met their contractual obligations satisfactorily, staff recommends that the City exercise the option to extend the contract with Valley Metro Security, LLC., for the second additional one year term.

Funding is available within each facility's 2016-2017 Fiscal Year Operating Budget.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter Into a Second Amendment to Contract Between the City of Edinburg and Valley Metro Security, LLC., for the Professional Security Guard Services to Exercise Second Option to Extend Contract for an Additional One-Year Term Pending Approval of Final Form by the City Manager and City Attorney, and Submittal of Proof of Liability Insurance.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

Â /s/ Ramiro L. Gomez, Jr.  
Ramiro Gomez  
Director of Solid Waste Management

\*\*\*\*\*

**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

RFP No. 2014-018  
Professional Security Guard Services



October 6, 2016

City of Edinburg  
c/o City Secretary Department  
415 W. University Drive  
Edinburg, TX 78541

Re: RFP No. 2014-018  
Professional Security Guard Services

On behalf of Valley Metro Security, LLC ("VMS"), we are requesting to exercise the second (2<sup>nd</sup>) year of the two (2) one (1) year renewals as provided in the current contract with The City of Edinburg ("The City") City Secretary Department for No. 2014-018/ Professional Security Guard Services.

The prices for fiscal year 2016 – 2017 are set for both commissioned, non-commissioned security officers and for the usage of our Security Vehicle/ ATV.

<b>SECURITY SERVICES</b>	<b>Bill Rate</b>	<b>Rate Scale</b>
Security Officer, Non-Commissioned/ Unarmed	<b>\$10.55</b>	<i>Hourly</i>
Security Officer, Commissioned/ Armed	<b>\$11.88</b>	<i>Hourly</i>
Security Vehicle/ ATV	<b>\$ 0.50</b>	<i>Hourly</i>

We look forward to another successful year with The City of Edinburg and will continue to work diligently to keep both the community and employees secure.

If we, at VMS, can be of any assistance or if we can provide any further information, please feel free to contact us at your convenience. I may be reached at 956-287-7600 or via email at [josannag@valleymetrosecurity.net](mailto:josannag@valleymetrosecurity.net)

Sincerely,

Josanna Guerrero  
Director

JG/am



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/07/2016

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).

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy PO Box 66571 Houston TX 77266	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> (713)521-9251 <b>FAX (A/C, No):</b> (713)521-0125 <b>E-MAIL ADDRESS:</b> certificates@eldoradoinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>First Mercury Insurance Co.</td> <td>10657</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	First Mercury Insurance Co.	10657	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
<b>INSURED</b> Valley Metro Security, LLC dba Valley Metro Security 12513 Bail Bond Drive Edinburg TX 78542																					

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SE-CGL-0000002653-03	12/14/2015	12/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			SE-EX-0000044563-01	12/20/2015	12/14/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder Is Named As An Additional Insured And/Or Loss Payee As Respects All Operations Of The Named Insured For The Production.

Waiver Of Subrogation Are Included On General Liability And Workers Compensation Policies In Favor Of "City of Edinburg"

**CERTIFICATE HOLDER****CANCELLATION**
 CITY OF EDINBURG  
 C/O CITY SECRETARY DEPARTMENT  
 415 WEST UNIVERSITY DRIVE  
 EDINBURG TX 78541

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

R.L. Ring, Jr./LY07

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/06/2016

<b>PRODUCER</b> ACCES INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG TX 78539	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> VALLEY METRO SECURITY, LLC 12513 BAIL BOND DRIVE EDINBURG TX 78542	INSURER A:	TEXAS MUTUAL INSURANCE
	INSURER B:	PROGRESSIVE AUTO INSURANCE
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____	054755730-0	06/20/2016	06/20/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
					BODILY INJURY (Per person)	\$ 1,000,000
					BODILY INJURY (Per accident)	\$ 1,000,000
					PROPERTY DAMAGE (Per accident)	\$ 1,000,000
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	001062087	11/13/2015	11/13/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF "CITY OF EDINBURG"

### CERTIFICATE HOLDER

City of Edinburg  
 C/O City Secretary Department  
 415 West University Drive  
 Edinburg TX 78541

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 RINA CASAS 

## **SECOND AMENDMENT TO SECURITY SERVICES CONTRACT**

**THIS SECOND AMENDMENT** to the Security Services Contract is made and entered into this day \_\_\_\_ of October, 2016, by and between THE CITY OF EDINBURG and VALLEY METRO SECURITY L.L.C., upon and subject to the following terms and conditions, to wit:

### **RECITALS**

**WHEREAS**, this Second Amendment is in reference to the Security Services Contract between City of Edinburg (hereinafter called "City") and Valley Metro L.L.C. (hereinafter called "Company") dated October 20, 2014 (hereinafter collectively referred to as "the Security Services Contract") attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the City and the Company entered into an agreement to provide security services for various city facilities.

**WHEREAS**, in accordance with the provisions of Section I. General Terms and Conditions of Proposal of RFP #2014-018, both parties wish to exercise the option to extend said Contract for a one-year period commencing October 1, 2016 and ending September 30, 2017, as provided herein below.

**NOW THEREFORE**, the City and the Company, for and in consideration of the mutual covenants and benefits to the parties herein contained, mutually agree that the Security Services Contract is amended as follows:

### **SECTION I.**

Section I, General Terms and Conditions, TERM of Request for Proposals of Security Services Contract is hereby amended to read as follows:

This contract shall be extended for a one (1) year period, beginning October 1, 2016 and ending on September 30, 2017.

Upon expiration of the term or of extension, Company agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit security services.

### **SECTION II.**

Except as set forth in this Second Amendment, the provisions of the existing Security Services Contract shall remain unaffected and shall continue in full force and effect in accordance with the terms as provided. Further, should any provision of the existing Security Services Contract or any earlier amendment be in conflict with this amendment, the terms of this amendment shall prevail.

**IN WITNESS WHEREOF**, this Agreement is executed this the day first above written, to be effective as herein stated.

**CITY OF EDINBURG**

**BY:**

\_\_\_\_\_  
Richard M. Hinojosa, City Manager  
P.O. Box 1079  
Edinburg, Texas 78540  
Phone: (956)388-8207  
Fax: (956)383-7111

**ATTEST:**

**BY:**

\_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**VALLEY METRO L.L.C.**

**BY:**

\_\_\_\_\_  
Francisco J. Guerrero, General Manager  
12513 Bail Bond Drive  
Edinburg, Texas 78542  
Phone: (956)287-7600  
Fax: (956)287-7605

Approved as to form:

Palacios Garza & Thompson, P.C.

By: \_\_\_\_\_  
City Attorney

**ATTACHMENTS:**

Exhibit "A" (Agreement dated October 20, 2014, RFP #2014-018)

Exhibit "B" (Insurance Certificate)

**EXHIBIT "A" TO SECOND AMENDMENT TO SECURITY SERVICES**

STATE OF TEXAS           §    SECURITY SERVICES AGREEMENT BETWEEN  
COUNTY OF HIDALGO       §    VALLEY METRO SECURITY L.L.C. AND THE  
CITY OF EDINBURG         §    CITY OF EDINBURG

The City of Edinburg, Hidalgo County, Texas, a Municipal Corporation, (hereinafter called City), and Valley Metro (hereinafter called "Contractor"), entered into an agreement to provide Security Services to the City of Edinburg,

#### **RECITALS**

**WHEREAS**, the City desires to engage the Contractor for certain services in connection therewith; and,

**WHEREAS**, the Contractor represents that it has the knowledge, ability, equipment, and personnel to properly provide services needed by the City; and,

**NOW, THEREFORE**, City and Contractor do mutually agree as follows:

#### **SECTION I EMPLOYMENT OF CONTRACTOR**

City agrees to employ Contractor to provide the services outlined in Exhibit "A" and upon receipt of such satisfactory services, City agrees to pay Contractor as stated in the sections to follow.

#### **SECTION II BASIC SERVICES OF CONTRACTOR**

The Contractor agrees to provide security personnel and equipment as identified in Exhibit "A".

#### **SECTION III TIME OF PERFORMANCE**

The Contractor shall provide security services commencing 10 days after date written notice (Notice to Proceed).

#### **SECTION IV TERMS OF PAYMENT**

City agrees to pay Contractor for services herein contracted as follows:

- A. Payment for basic services shall be \$10.55 per hour for Unarmed Security Officers(Uniformed), \$11.88 per hour for Armed Security Officers(Uniformed), and \$.50 hour for Security Vehicle/ATV(see Exhibit "B")
- B. Pay contractor for any time over the contracted hour per week, when applicable.
- C. Invoices shall be completed and processed in accordance with City regulations.
- D. City shall authorize all payments made for services rendered. Upon submission of invoice, City shall issue payments within thirty (30) days after receiving request for payment. All invoices shall be delivered to City of Edinburg, P.O. Box 1079, Edinburg, Texas

**SECTION V**  
**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 ten day written notice to the other party,

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

**SECTION VI**  
**MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Contractor 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 -
 

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
- C. Comprehensive Auto Liability -

Bodily injury	\$ 100,000 each person \$ 500,000 each occurrence
Property damage	\$ 100,000 each occurrence \$ 100,000 each aggregate
	Or \$ 500,000 combined single limits
D. 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

Evidence of the above insurance coverage shall be required prior to final execution of the agreement. The City shall be listed as an additional insured.

Contractor shall not commence work under this agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

#### **SECTION VII SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **SECTION VIII 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 part, 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 cost; legal and expert fees incurred in the mediation, and evenly share the cost 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 IX** **INDEMNIFICATION**

The Contractor agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas. Its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of any kind, including all expenses of litigation, court costs, and attorney's fees. For injury to or death to any person or for damage to any property, arising out of or directly connected with the operations of the Contractor, its agents, officers and employees, carried out in furtherance of this agreement. This indemnification is intended to include but not be limited to an indemnification by the Contractor to protect the City of Edinburg from negligence of (contractor name) that results in injury, death or damage.

#### **SECTION X** **TERMINATION**

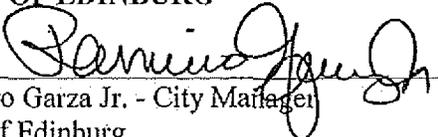
It is expressly agreed hereto that thirty (30) days notice will be given in the event of the termination of this agreement by either party. Said notice of termination shall be in writing. Upon termination, Contractor shall be paid for all services rendered to date.

#### **SECTION XI** **SUCCESSORS AND ASSIGNS**

City and Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party of this Agreement with respect to all covenants herein. Neither City nor Contractor shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.

EXECUTED by the parties in triplicate originals on this the 20th day of October, 2014.

**CITY OF EDINBURG**

BY:   
Ramiro Garza Jr. - City Manager  
City of Edinburg  
415 W. University Drive  
Edinburg, TX 78539

ATTEST:

By:   
Myra L. Ayala-Garza, City Secretary

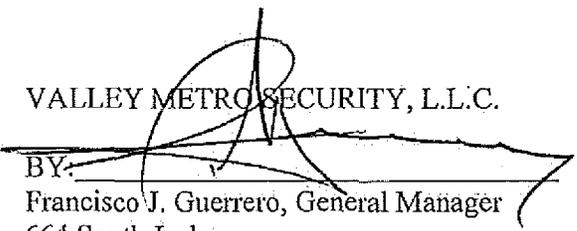


APPROVED AS TO FORM:

Palacios, Garza & Thompson, P.C.

BY:   
City Attorney

VALLEY METRO SECURITY, L.L.C.

BY:   
Francisco J. Guerrero, General Manager  
664 South Jackson  
Edinburg, Texas 78541  
Phone: (956)287-7600  
Fax: (956)287-7605

# EXHIBIT

“A”

**DEPARTMENT OF SOLID WASTE  
MANAGEMENT**



**RFP REQUEST**

**PROFESIONAL SECURITY GUARD SERVICES**

**RFP # 2014-018**

**RFP DUE DATE: Tuesday, September 02, 2014**

**RFP DUE TIME: 3:00 P.M., C.S.T.**

**CITY OF EDINBURG  
415 W. UNIVERSITY  
POB 1079  
EDINBURG, TEXAS 78540**

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**SECTION I.**  
**GENERAL TERMS AND CONDITIONS**

The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting submittals from qualified firms (hereinafter referred to as "SECURITY SERVICES CONSULTANT") with an interest in contracting to provide professional Security Guard Service to various City of Edinburg (THE CITY) departments.

**ADDITIONAL INFORMATION:** The City of Edinburg is requesting that RFP's be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

**CONFLICT OF INTEREST:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the CITY, shall file a completed conflict of interest questionnaire with the CITY Clerk not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the CITY; or (2) submits to the CITY an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the CITY. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed, executed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the CITY Clerk. If mailing a completed conflict of interest questionnaire, **mail to: The CITY Secretary's Office, P.O. Box 1079, Edinburg, TX 78539.** If delivering a completed, executed conflict of interest questionnaire, **deliver to: The CITY Secretary's Office, The CITY Hall, 415 West University, Edinburg, TX 78540.** **SECURITY SERVICES CONSULTANT** should contact its own legal counsel with any questions regarding the statute or form.

**NON-COLLUSION:** Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.



**ELECTRONIC SUBMISSION OF PROPOSALS:** The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:** The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the submitter to review the Request For Proposals (RFP) packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFP DELIVERY:** The City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a The City Secretary Department representative time/date stamp and initial the envelope.

**SIGNING OF QUALIFICATIONS:** In order to be considered, all submittals must be signed. Please sign the original in blue ink.

**WAIVING OF INFORMALITIES:** THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the CITY.

**TERM** The initial term of the contract shall be for one year from October 1, 2014 to September 30, 2015, with an option to renew for two additional one-year terms at the discretion of the Edinburg CITY Council.

**PRE-PROPOSAL CONFERENCE** A Pre-Proposal Conference is scheduled time and place will be forwarded to interested parties.

**BIDDER RESPONSIBILITY** It is the responsibility of each vendor before submitting a proposal:

To examine thoroughly the contract documents and other related data identified



in the proposal documents.

To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.

To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

**TERMINATION:** THE CITY has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time during the term of the Agreement for any reason, including but not limited to, instances where THE CITY finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

## **SECTION II.** **RFP REQUIREMENTS**

**PURPOSE:** The intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified professional Security Guard Service.

**REQUEST FOR PROPOSALS:** The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and three (3) copies** of the RFP shall be submitted to the address on the cover letter.

**SUBMITTAL:** For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- 1) **Cover Letter** - A brief introductory letter of representation.
- 2) **Executive Summary** - A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed five pages.
- 3) **Degree of Compliance** - A statement that all products and services quoted in



proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

**CONTENTS:** The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

- 1) **UNDERSTANDING OF THE PROJECT:** This section should demonstrate the submitter's understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.
- 2) **FIRM QUALIFICATIONS, PERSONNEL AND STAFFING:** The CITY is seeking a contract with a competent firm(s), registered and licensed to practice in the State of Texas that have minimum of 5 years experience in Professional Security Guard Services other Security Protection Related Projects.

**a) Qualifications:**

- i) List Firm's qualifications and ability to perform the service requirements listed in the scope of work.
- ii) List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.
- iii) Describe SECURITY SERVICE CONSULTANT's resources, including total number of employees (professional, technicians, and administrative.), number and location of offices, number and types of equipment to support this project. Describe any special equipment or facilities available to perform the requested work. Identify any tasks outlined in the RFP that would be subcontracted.

**b) Experience:**

- i) Provide the following information for **SECURITY SERVICE CONSULTANT** and **SUB-SECURITY SERVICE CONSULTANTS:** (Including but not limited to outsource lab and technical firms, if any portion of the work is to be conducted by an outsource please provide Quality Assurance documentation, The CITY reserves the right to accept or reject outsource firms based on qualifications and past performance.)
- ii) Number of years experience providing Security Services.
- iii) Relevant experience with projects of similar size and scope performed over the past ten (10) years. For each project listed, include scope of services



performed, date services provided and name, titles, and telephone numbers of each client or client's representative.

- iv) Specific experience with public entity clients, especially large municipalities. If SECURITY SERVICE CONSULTANT has provided services to the CITY in the past, identify the name of the project and the department for which services were provided.
- v) If SECURITY SERVICE CONSULTANT is submitting as a team or joint venture, provide the same information for each member of the team or joint venture.
- vi) Provide the following information for **key personnel** to be assigned to this project:
  - vii) Total years experience.
  - viii) Number of years experience working for SECURITY SERVICE CONSULTANT.
  - ix) Primary work assignment for the projects outlined in this RFP.
  - x) Percentage of time to be devoted to the projects outlined in this RFP.
  - xi) Relevant experience with projects of similar size and scope.
  - xii) Provide resumes for key personnel to be involved in this project.

**c) Previous Project Performance:**

- i) Provide evidence of satisfactory performance on past projects:
- ii) List past assignments over the past five (5) years
- iii) Provide copies of outstanding service letters, letters of commendation, service awards, etc.
- iv) Provide five recent references who may be contacted concerning SECURITY SERVICE CONSULTANT's performance of similar services. For each reference, provide a current phone number and e-mail address. References may not be present or former THE CITY employees.
- v) Provide an organizational chart, including team members' roles.
- vi) If SECURITY SERVICE CONSULTANT has had experience working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
- vii) If submitting as a team or joint venture, list any projects which reflect the cooperative efforts of the proposed team.

**d) Quality of Service:**

- i) Discuss SECURITY SERVICE CONSULTANT's approach to developing the tasks and deliverables for the services requested by this RFP.



- ii) **SECURITY SERVICE CONSULTANT's Availability:** Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract
  - iii) Describe **SECURITY SERVICE CONSULTANT's** policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality practices, etc.)
  - iv) If **SECURITY SERVICE CONSULTANT** has ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated and/or Security Consultant dismissed, the client's name, and the contact person's phone number.
- 3) **REQUIRED CERTIFICATIONS AND SUBMITTAL:** This section will contain any licenses, certifications and assurance as required by the Texas Board of Private Investigators and Private Security Agencies and The Texas Department of Public Safety. The firm(s) should include copies of their Professional Liability Insurance.
- 4) **Proposal Pricing/Delivery** - Pricing shall be inclusive for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. A transition schedule must also be included. Proposal shall state an hour-rate fee per armed and unarmed guard, vehicle/ATV cost per hour and/or supervisor, covering all stated items contained in this specification listing. The cost (expressed in cost per guard per hour) should reflect current requirement for compliance with Federal Fair Wage and Hour Standard (i.e. minimum wage rate).
- 5) **Descriptive Literature** - Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional Proposer information with regard to issues addressed in other areas of the proposal.
- 6) **Contractor Background Information** - This section should include a description of the Proposer experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that THE CITY can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.
- 7) **References** - Proposer shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.
- 8) **Affidavit** as required herein.



**SECTION III.**  
**SCOPE OF SERVICES, TRAINING AND JOB REQUIREMENTS**

**EXPERIENCE/QUALIFICATIONS OF GUARDS**

- 1) All guards shall have training in self-defense techniques and techniques for detaining and holding persons for arrest by police.
- 2) Security guards will have experience commensurate with type of duty to be performed and will be literate, i.e., will be able to read and understand printed regulations, detailed written orders, training instructions and will be able to compose reports which will convey full information of events pertaining to his shift. Security guards must not have arrest or conviction record of any offense other than minor traffic violations. The Security Agency is responsible for conducting any and all required background checks for its hired personnel at no expense to the CITY. Prior to any assignment, proof of background check must be submitted to the CITY designee.
- 3) Guards are to be trained in the use of handcuffs and are to carry handcuffs while on duty.
- 4) Guards are to be trained in the use of firearms and to be knowledgeable in how to disarm an individual carrying a weapon. Guards must be certified to carry a firearm prior to being assigned to THE CITY. No exceptions will be made to this requirement and proof of certification must be submitted, prior to assignment, to the CITY designee.
- 5) Guards must possess thorough knowledge of security rules, regulations and procedures and thorough knowledge of the laws of arrest.
- 6) Guards must possess ability to face situations firmly, fortuitously, tactfully and with respect for the rights of others.
- 7) Guards must possess ability to use self defense techniques to protect themselves, staff and clients from unarmed and armed attacks by assailants. They must be able to demonstrate emotional stability during periods of tension and stress while carrying out assigned duties and ability to maintain control in crisis situation
- 8) Guards are required to have a minimum of one year's employment as a security guard or law enforcement officer or equivalent or substantially similar experience with the Armed Forces of the United States prior to assignment at



the CITY.

- 9) Guards not meeting all standards outlined will not be acceptable and the CITY reserves the right to summarily remove him from duty. If this occurs, the guard service will be contacted and a replacement must be immediately available.

### UNIFORMS/EQUIPMENT

- 1) Security Guard Service will furnish security guards with standard uniform. Security Guard Service shall display an approved sign or emblem indicating that the premises are being protected by them. Company badges shall be prominently displayed on the security guard's uniform and on his cap. The guard will be equipped, when appropriate, with flashlight, police whistle, notebook, handcuffs and pen. Security guards must be in full uniform while on duty.
- 2) Guards must be well groomed at all times while on duty. This includes clean, well-fitted pressed uniforms and polished shoes. Personal hygiene and neatness are of prime importance. Guards will not be allowed to eat or read while on duty.
- 3) The Contractor is not required to provide a vehicle and guards are not required to operate THE CITY owned vehicles.

### REPORTS

- 1) Security guards must report regularly to the CITY designee. A continuous written log of all guard activity, including details of any matters or occurrences pertinent to the security of the agency shall be maintained. The Security Guard Service must submit monthly, a written summary of daily reports to the CITY designee. This report shall cover all matters of security interest and shall contain recommendations, if any, to improve the security program to enable it to be more effectively administered or to point out security deficiencies. Furthermore, any emergency or abnormal condition must be verbally reported at once to the CITY designee. A complete written report must be filed as soon as possible.
- 2) Security Guard Service shall furnish weekly copies of sign-in sheets, showing guards name, assignment and number of hours worked during the period to the CITY designee.

### ORDERS



- 1) General and specific orders must be issued by the Security Guard Service in writing to all guards listing all applicable duties and emergency phone numbers. All general and specific orders shall be prepared by the security service and reviewed by the CITY designee and shall be subject to his/her approval.
- 2) A prohibition against using THE CITY telephones for personal calls shall be included in orders issued to the guards. A prohibition against use of alcohol or narcotics while on duty must be included in orders to the guards as well as THE CITY's No Smoking Policy.

### SERVICE SUMMARY

- 1) Protect all persons at the designated locations from bodily harm or injury.
- 2) Perform other such functions as may be appropriate and necessary in the event of situations or occurrences affecting the security of the facility, such as fires, accidents, internal disorders, emergencies, sabotage, or other criminal acts, etc.
- 3) Guard is to observe all persons entering or leaving premises.
- 4) Guard shall apprehend persons gaining unauthorized access to facilities and remove any unruly persons.
- 5) Guard will call appropriate Law Enforcement officials immediately in the event of a crisis situation.
- 6) If for any reason the regular security guard is unable to report, the Security Guard Service must fully brief the substitute as to his general and specific orders. Each substitute guard shall receive detailed instructions on Guard Service responsibilities from Security Guard Service.
- 7) Security Guard Service should have adequate employees available to handle any necessary substitutes as well as hours required after 5:30 p.m.
- 8) No guard shall be scheduled nor permitted to work more than sixteen (16) hours consecutive duty. Generally, no security guard shall be scheduled for sixteen (16) consecutive hour's duty, except for bonafide emergency absence of another security guard originally scheduled. The Security Guard Service shall not circumvent this requirement by having an employed security guard work a shift at another contracted location immediately preceding the scheduled or actual shift at the CITY facility.
- 9) THE CITY reserves the right to randomly inspect and test officers on duty to determine compliance to orders governing entrance to the facility. Security Guard Service will be notified of the results of such tests. Documented failure to comply will be basis for termination.



**SECTION IV.**  
**SELECTION AND SCHEDULES**

**SELECTION PROCEDURES:** The RFP shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

**PROPOSAL RANKING:** Departmental Committees will evaluate and rank the written RFPs on a per project basis. After the RFPs have been ranked, the respective department will make a recommendation to the CITY Council.

**NEGOTIATING PROCESS:** If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The CITY reserves the right to reject any and all RFPs.

**RFP SUBMITTED TO:** An original and three (3) copies of RFPs should be submitted to:

The CITY Secretary  
The CITY of Edinburg  
415 West University Drive  
Edinburg, Texas 78541  
Telephone (956) 388-8204  
Fax (956) 383-7111

RFPs must be submitted by **no later than** 3:00 p.m. on Tuesday, September 02, 2014

**SECTION V.**  
**GENERAL CONTRACT TERMS AND CONDITIONS**

**1. CONTRACT**

This proposal, submitted documents, and any negotiations, when properly accepted by THE CITY, shall constitute a contract equally binding between the successful Proposer and THE CITY. No different or additional terms will become a part of this contract with the exception of a Change Order.

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.



Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

**2. CONFLICT OF INTEREST**

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

**3. CONFIDENTIALITY**

All information disclosed by the CITY to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

**4. ADDENDA**

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in THE CITY Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

**5. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the THE CITY Purchasing.

**6. ASSIGNMENT**

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of THE CITY Commissioners.

**7. VENUE**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

**8. SUBMITTAL OF CONFIDENTIAL MATERIAL**

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by THE CITY.



**9. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:**

- A prospective Proposer must meet the following requirements
- a. A prospective Proposer must affirmatively demonstrate their responsibility.
  - b. have adequate financial resources, or the ability to obtain such resources as required;
  - c. be able to comply with the required or proposed delivery schedule.
  - d. have a satisfactory record of performance.
  - e. have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive an award.
  - f. THE CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

**10. SUCCESSFUL PROPOSER SHALL**

Successful Proposer shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against THE CITY growing out of such injury or damages.

**11. PROPOSALS/PROPOSERS MUST COMPLY WITH:**

All federal, state, county and local laws governing or covering this type of service.

**12. TERMINATION OF CONTRACT**

- a. This contract shall remain in effect until contract expires, completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer fails to:
  - I. meet delivery or completion schedules, or
  - II. otherwise perform in accordance with the accepted proposal.
- b. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.



- c. Either party may terminate this contract with a thirty (30) days' written notice prior to the either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the CITY MANAGER, 415 West UNIVERSITY DR. Edinburg, Texas.

**13. PERFORMANCE OF CONTRACT**

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

**14. PURCHASE ORDER**

A purchase order(s) shall be generated by THE CITY to the successful Proposer.

**15. INVOICES**

The invoices shall show:

1. Name and address of successful Proposer;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
3. THE CITY Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

**18. PAYMENT**

- a. Payment will be made upon receipt and acceptance by the CITY of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Proposer is required to pay subcontractors within ten (10) days.

**19. OWNERSHIP**

- a. All plans, prints, designs, concepts, etc., shall become the property of THE CITY.

**20. FUNDING**

- a. Funds for payment have been provided through the CITY budget approved by the Edinburg The CITY Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public



funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current THE CITY fiscal year shall be subject to budget approval.

**NUMBER OF COPIES TO BE SUBMITTED:** The CITY requires one (1) original submittal and three (3) copies.

**SECTION VI.**  
**FIRM and RFP EVALUATION**

**RFP - EVALUATION :** The evaluation system consists of a 100 percentage point system. The RFP will be ranked after evaluation. Only RFP's ranked in the top 15 percentile will continue to the next evaluation stage. The submittal evaluation will be based on the following criteria.

**20% Proposer's qualifications/experience**

Financial stability

Demonstrated prior experience in providing similar services including walk throughs, use of metal detectors and X-ray machines

Proposal's compatibility with The CITY's stated purpose

**60% Proposer's itemized and total proposed price**

Cost per hour per guard

Total estimated cost for annual term based on estimates given

**20% The proposed service meeting the CITY's needs and requirements**

Capability to provide responsive professional service

Capability to provide off-site support and adequate on-site supervision

Adequate training provisions

Demonstrated ability to fully meet the needs of The CITY of Edinburg

Adherence to requirements of RFP

**FIRM - EVALUATION:** The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the following criteria.

**1. STAFFING OF PROJECT TEAM**



The firms should provide information on their proposed professional team members, i.e., applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, school districts, law enforcement agencies, TX DOT or other clients as stated in the Request For Proposals (RFP). Similar experience gained through other clients should be substantiated by reference. A list and scope of the various projects for comparative purposes shall be included in an appendix.

## **2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

The provider shall designate experienced security staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the CITY. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

## **3. METHODOLOGY**

The RFP should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

## **4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

The proposal shall include the following:

- \* Demonstrate an understanding of the scope of services
- \* Address appropriate Federal/State/Local regulations and policies
- \* Identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, The CITY, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

## **5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFP should indicate, through past experience of the proposed Team, that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).



**SECTION VII.**  
**AWARD OF CONTRACT, RESERVATION OF RIGHTS**

**Number of Contracts.** THE CITY reserves the right to award one, more than one or no contract(s) in response to this RFP.

**Advantageous Contract.** The Contract, if awarded, will be awarded to the SECURITY CONSULTANT(s) whose Submittal(s) is/are deemed most advantageous to THE CITY, in comportment with Texas Professional Services Procurement Act requirements, and as determined by the selection committee, upon approval of the CITY Council.

**Final Selection and The CITY Council Approval.** THE CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of a SECURITY CONSULTANT is subject to THE CITY Council approval.

**Remedy of Technical Errors.** THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

**Preparation Costs.** This RFP does not commit THE CITY to enter into a Contract, award any services related to this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

**Insurance and Indemnity.** If selected, SECURITY CONSULTANT will be required to comply with the Insurance and Indemnity Requirements established herein.

**Independent Contractor.** SECURITY CONSULTANT agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for SECURITY CONSULTANT's actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

**Purchase Orders, As Needed.** Execution of a contract does not obligate the CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the SECURITY CONSULTANT through individual Purchase Orders.



**ATTACHMENT I  
RFP EVALUATION FORM**

<u>Selection Criteria</u>	<u>*RIF Range</u>	<u>*RIF Max</u>		<u>Score</u>
<b>1. Proposer's qualifications/experience</b>				
Financial stability				
Demonstrated prior experience in providing similar services including walk throughs, use of metal detectors and X-ray machines	0-20	(20)	=	( )
Proposal's compatibility with The CITY's stated purpose				
<b>2 Proposer's itemized and total proposed price</b>				
Cost per hour per guard	20-60	(60)	=	( )
Total estimated cost for annual term based on estimates given				
<b>3. The proposed service meeting The CITY's needs and requirements</b>				
Capability to provide responsive professional service				
Capability to provide off-site support and adequate on-site supervision	0-20	(20)	=	( )
Adequate training provisions				
Demonstrated ability to fully meet the needs of The CITY of Edinburg				
Adherence to requirements of RFP				
<b>Total</b>		100%		_____

Provider: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

\* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project and always totals 100%.



**ATTACHEMENT II  
RFP Rating Sheet**

The CITY Contract No.: \_\_\_\_\_

Department: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Date of Rating: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

**A. Experience--Rate the Firm on experience in the following areas:**

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Has operated for _____.	20	_____
2. Has worked for The CITY	10	_____
3. Has worked at locations that were located in this general region.	10	_____
4. Extent of experience in project area	15	_____
<b>Subtotal, Experience</b>	<b>55</b>	_____

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. Work Performance**

**NOTE:** Information necessary to assess the firm on these criteria should be gathered by contacting past/current clients.

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Past performance	10	_____
2. Manages projects within budgetary	5	_____



constraints		
3. Work product is of high quality	10	_____
<b>Subtotal, Experience</b>	<b>25</b>	_____

COMMENTS:

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**C. Capacity to Perform**

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Staffing Level/Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
<b>Subtotal, Experience</b>	<b>15</b>	_____

COMMENTS:

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**D. Edinburg Business**

Is the firm located in the City of Edinburg?	5	_____
----------------------------------------------	---	-------

**TOTAL SCORE**

A. Experience	55	_____
B. Work Performance	25	_____
C. Capacity to Perform	15	_____
D. Edinburg Business	5	_____
<b>Total Score</b>	<b>100</b>	_____

**ATTACHEMNT III INSURANCE REQUIREMENTS**

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



1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to the CITY hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;
5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

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.



ATTACHEMNT IV INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_ Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (\*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

(\* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) OR

- Have already been met (see attached copy of insurance certificate).

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.



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THIS FORM MUST ACCOMPANY BID PACKET

**ATTACHEMNT V PROJECT REQUIREMENTS ACKNOWLEDGEMENT**

This is to certify that I, \_\_\_\_\_, possess all of the **APPLICABLE**:

- 1. Licenses: \_\_\_\_\_
- 2. Bonds: \_\_\_\_\_
- 3. Certificates: \_\_\_\_\_
- 4. Permits: \_\_\_\_\_
- 5. Other: \_\_\_\_\_

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
The CITY, State, Zip



**ATTACHMENT VI LITIGATION DISCLOSURE FORM**

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One                      YES                      NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

Circle One                      YES                      NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One                      YES                      NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

**ATTACHEMENT VII  
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE**

1. Name/Name of Agency/Company: \_\_\_\_\_  
(full, correct legal name)
2. Address: \_\_\_\_\_  
\_\_\_\_\_



3. Telephone/Fax: \_\_\_\_\_
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?  
Yes \_\_\_ No \_\_\_
5. Is your Company authorized and/or licensed to do business in Texas?  
Yes \_\_\_ No \_\_\_
6. Where is the Company's corporate headquarters located? \_\_\_\_\_
7. a. Does the Company have an office located in Edinburg, Texas?  
Yes \_\_\_ No \_\_\_
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?  
\_\_\_\_\_(years) \_\_\_\_\_(months)
- c. State the number of full-time employees at the Edinburg office. \_\_\_\_\_
8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?  
Yes \_\_\_ No \_\_\_
- b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?  
\_\_\_\_\_(years) \_\_\_\_\_(months)
- c. State the number of full-time employees at the Hidalgo County office. \_\_\_\_\_
9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?  
Yes \_\_\_ No \_\_\_

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension,



including but not limited to the period of time for such debarment or suspension. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes ( ) No ( )

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

13. Provide any other names under which your business has operated within the last 10 years.

\_\_\_\_\_  
\_\_\_\_\_



**ATTACHEMENT VIII  
CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor or other person doing business with local governmental entity:**

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (City Secretary's Office) of the local government no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with City Secretary's Office subject to above instructions.

**THIS FORM CAN BE DOWNLOADED FROM AND A COPY MUST ACCOMPANY THE RFP: <http://www.ethics.state.tx.us/forms/CIQ.pdf>**



ATTACHEMENT IX  
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name:

\_\_\_\_\_

Company Address:

\_\_\_\_\_

City, State, Zip Code:

\_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID

Number: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

email \_\_\_\_\_

Print:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.



## ATTACHEMENT X SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
RFP Evaluation Form (Attachment I in RFP)	
RFP Scoring Sheet (Attachment II in RFP)	
<b>Insurance Requirements (Attachment III in RFP)</b>	
*Project Requirements Acknowledgement (Attachment V in RFP)	
*Insurance Requirement Acknowledgement (Attachment VI in RFP)	
*Litigation Disclosure (Attachment VI in RFP)	
General Questionnaire (Attachment VII in RFP)	
Conflict of Interest (Attachment VIII in RFP)	
*Signature Page (Attachment IX in RFP)	
Submittal Checklist (Attachment X in RFP)	
1 Original* and 3 Copies of Submittal	

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.



# City of Edinburg

## RFP No. 2014-018 Professional Security Guard Services

ORIGINAL

Submitted To:



City of Edinburg  
c/o City Secretary Department (1<sup>st</sup> Floor)  
415 W. University Drive  
Edinburg, Texas 78539  
Website: [www.cityofedinburg.com](http://www.cityofedinburg.com)

Submitted By:



Valley Metro Security  
Business Development Department  
664 S. Jackson Road  
Edinburg, Texas 78539  
Website: [www.valleymetro.net](http://www.valleymetro.net)

**Restriction on Disclosure and Use of Data:** This proposal includes data that shall not be disclosed outside The City of Edinburg and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to Valley Metro Security as a result of - or in connection with - the submission of this data, The City of Edinburg shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit The City of Edinburg's right to use the information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (A/I).

( Date/Time: Sep. 2, 2014 1:48PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
3354 Memory TX	9563837111	P. 3	OK	

Reason for error

E. 1) Hang up or line fall	E. 2) Busy
E. 3) No answer	E. 4) No facsimile connection
E. 5) Exceeded max. E-mail size	

# THE CITY OF EDINBURG

INVITATION TO RFP  
ADDENDUM NUMBER ONE (1)

DATE: AUGUST 27, 2014  
 RE: RFP NO. 2014-018 - PROFESSIONAL SECURITY GUARD SERVICES  
 OWNER: CITY OF EDINBURG  
 TO: ALL BIDDERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

The following clarifications, corrections and directives shall become a part of the Proposal, Contract Documents and Specifications for RFP No. 2014-018 - Professional Security Guard Services

**QUESTIONS & CLARIFICATIONS:**

Q. How many locations & hours of weekly services are included in this RFP?

A. Security services are required at four (4) locations; Edinburg City Hall, Dustin Michael Sekels Library, South Texas International Airport and the Solid Waste Department. Hours for guard at Solid Waste is 24/7, Public Works Airport is 4:00 p.m. through 9:30 p.m. Monday through Friday and 24 hours on Saturday and Sunday. Library is 5:00 p.m. through 9:30 p.m. Monday through Thursday, 11:00 a.m. through 3:00 p.m. Saturday and 1:00 p.m. through 5:00 p.m. on Sunday. Summer hours for the Library are as follows 2:30 p.m. through 5:30 p.m. Monday through Thursday, Saturday and Sunday remain the same. City Hall is 7:00 a.m. through 5:30 p.m. Monday through Friday. City Hall has additional hours for Tree Watch in December for Tree Watch from 5:30 p.m. through Midnight.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT AT (956) 383-7111 OR VIA EMAIL TO [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com). PLEASE INCLUDE THIS FORM IN YOUR RFP PROPOSAL.

NAME: [Signature] TITLE: President  
 COMPANY: Valley Metro Security, LLC

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes, Purchasing Agent at (956) 383-1855.

[Signature]  
 Lorena Fuentes, Purchasing Agent

415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
 Phone (956) 388-8204 • Fax (956) 383-7111

[Signature]

# THE CITY OF EDINBURG

## INVITATION TO RFP ADDENDUM NUMBER ONE (1)

DATE: AUGUST 27, 2014  
RE: RFP NO, 2014-018 - PROFESSIONAL SECURITY GUARD SERVICES  
OWNER: CITY OF EDINBURG  
TO: ALL BIDDERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO  
THE CITY OF EDINBURG

The following clarifications, corrections and directives shall become a part of the Proposal, Contract Documents and Specifications for RFP No. 2014-018 - Professional Security Guard Services

### QUESTIONS & CLARIFICATIONS:

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NAME: [Signature] TITLE: President

COMPANY: Valley Metro Security, LLC

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes, Purchasing Agent at (956) 388-1895.

[Signature]  
Lorena Fuentes, Purchasing Agent



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111



# THE CITY OF EDINBURG

## INVITATION TO RFP ADDENDUM NUMBER TWO (2)

DATE: AUGUST 27, 2014  
RE: RFP NO. 2014-018 - PROFESSIONAL SECURITY GUARD SERVICES  
OWNER: CITY OF EDINBURG  
TO: ALL BIDDERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO  
THE CITY OF EDINBURG

The following clarifications, corrections and directives shall become a part of the Proposal, Contract Documents and Specifications for RFP No. 2014-018 – Professional Security Guard Services

### QUESTIONS & CLARIFICATIONS:

- Q Present Vendor(s)  
A. This information can be obtained through an open records request. Requests are handled through the City Secretary's Department by Joe Rios, Records Supervisor at [jrios@cityofedinburg.com](mailto:jrios@cityofedinburg.com).
- Q. Award date(s)  
A. This information can be obtained through an open records request. Requests are handled through the City Secretary's Department by Joe Rios, Records Supervisor at [jrios@cityofedinburg.com](mailto:jrios@cityofedinburg.com).
- Q. Hourly Billing rates for each category upon award of previous contract  
A. This information can be obtained through an open records request. Requests are handled through the City Secretary's Department by Joe Rios, Records Supervisor at [jrios@cityofedinburg.com](mailto:jrios@cityofedinburg.com).
- Q. Bid Tabulation or contract from current award  
A. This information can be obtained through an open records request. Requests are handled through the City Secretary's Department by Joe Rios, Records Supervisor at [jrios@cityofedinburg.com](mailto:jrios@cityofedinburg.com).
- Q. Estimated usage hours of previous contract.  
A. This information can be obtained through an open records request. Requests are handled through the City Secretary's Department by Joe Rios, Records Supervisor at [jrios@cityofedinburg.com](mailto:jrios@cityofedinburg.com).
- Q. Estimated amount of hours for this contract.  
A. See Addendum 1
- Q. How many references are required for submission?  
A. 5 references are required for this RFP.



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111



Q. For the pricing on this bid, is there a form we should fill out or should we create our own to submit with our response?

A. This is a Request for Proposal; therefore, you should prepare your own detailed proposal.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT AT (956) 383-7111 OR VIA EMAIL TO [lfuentes@cityofedimburg.com](mailto:lfuentes@cityofedimburg.com). PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: [Signature] TITLE: President  
COMPANY: Valley Metro Security, LLC

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes, Purchasing Agent at (956) 388-1895.

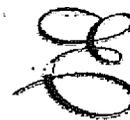
[Signature]  
Lorena Fuentes, Purchasing Agent



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



August 25, 2014

City of Edinburg  
c/o City Secretary Department  
415 W. University Drive  
Edinburg, TX 78541

Re: RFP No. 2014-018  
Professional Security Guard Services

On behalf of Valley Metro Security, LLC ("VMS"), I appreciate the opportunity to submit our proposal to The City of Edinburg ("The City") City Secretary Department for RFP No. 2014-018 for Professional Security Guard Services. VMS is a Hispanic, 8(a), Woman-Owned Small Business headquartered in Edinburg, Texas.

VMS has a verifiable record of providing exceptional service. VMS offers services ranging from School District Security, Local City and Government Security, Federal Courthouse Security to Federal Detention Facilities management with such duties as access control, visitor monitoring and screening, fixed and mobile patrols and command control center operations.

In 2009, Valley Metro Security partnered with a Houston-based security contractor and later that same year, we were awarded a contract to provide and manage a Federal Detention Facility in New York. This facility is operated by approximately 300+ personnel.

As point of contact for this procurement effort, I may be reached at 956-287-7600 or via email at [frank.guerrero@valleymetro.net](mailto:frank.guerrero@valleymetro.net). VMS takes no exceptions or deviations to the requirements of the solicitation or the potential contract, and our proposal is fully compliant with all instructions.

If we, at VMS, can be of any assistance or if we can provide any further information, please feel free to contact us at your convenience. We look forward to hearing from you concerning our proposal and participating in the next phase of this procurement process.

Sincerely,

A handwritten signature in black ink, appearing to read "Francisco J. Guerrero".

Francisco J. Guerrero  
President

FJG/am



# The City of Edinburg

RFP No. 2014-018  
Professional Security Guard Services



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# The City of Edinburg

RFP No. 2014-018  
Professional Security Guard Services

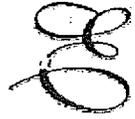


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11. VMS Management Resumes	Page 66 - 69
President and CEO - Francisco J. Guerrero	
• Certificate of Special Congressional Recognition	
Operations - Captain Max Moreno	
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**The City of Edinburg**

RFP No. 2014-018  
Professional Security Guard Services



# **Request for Proposals (RFP)**

**Procurement Packet**



# The City of Edinburg

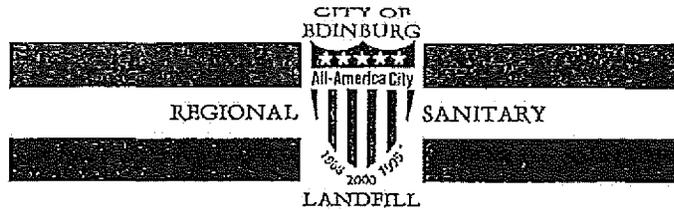
RFP No. 2014-018

Professional Security Guard Services



## DEPARTMENT OF SOLID WASTE MANAGEMENT

# THE CITY OF EDINBURG



RFP REQUEST

PROFESSIONAL SECURITY GUARD SERVICES

RFP # 2014-018

RFP DUE DATE: Tuesday, September 02, 2014

RFP DUE TIME: 3:00 P.M., C.S.T.

CITY OF EDINBURG  
415 W. UNIVERSITY  
P.O. BOX 1079  
EDINBURG, TEXAS 78540



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



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RFP# 2014-018 - PROFESSIONAL SECURITY SERVICES

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# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## SECTION I GENERAL TERMS AND CONDITIONS

The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting submittals from qualified firms (hereinafter referred to as "SECURITY SERVICES CONSULTANT") with an interest in contracting to provide professional Security Guard Service to various City of Edinburg (THE CITY) departments.

**ADDITIONAL INFORMATION:** The City of Edinburg is requesting that RFP's be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

**CONFLICT OF INTEREST:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the CITY, shall file a completed conflict of interest questionnaire with the CITY Clerk not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the CITY; or (2) submits to the CITY an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the CITY. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed, executed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the CITY Clerk. If mailing a completed conflict of interest questionnaire, mail to: The CITY Secretary's Office, P.O. Box 1079, Edinburg, TX 78539. If delivering a completed, executed conflict of interest questionnaire, deliver to: The CITY Secretary's Office, The CITY Hall, 415 West University, Edinburg, TX 78540. SECURITY SERVICES CONSULTANT should contact its own legal counsel with any questions regarding the statute or form.

**NON-COLLUSION:** Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC SUBMISSION OF PROPOSALS:** The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.



RFP# 2014-018 - PROFESSIONAL SECURITY SERVICES

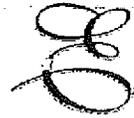
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# The City of Edinburg

RFP No. 2014-018  
Professional Security Guard Services



**SUBMITTER DEFAULT:** The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFP DELIVERY:** The City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a The City Secretary Department representative time/date stamp and initial the envelope.

**SIGNING OF QUALIFICATIONS:** In order to be considered, all submittals must be signed. Please sign the original in blue ink.

**WAIVING OF INFORMALITIES:** THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the CITY.

**TERM** The initial term of the contract shall be for one year from October 1, 2014 to September 30, 2015, with an option to renew for two additional one-year terms at the discretion of the Edinburg CITY Council.

**PRE-PROPOSAL CONFERENCE** A Pre-Proposal Conference is scheduled time and place will be forwarded to interested parties.

**BIDDER RESPONSIBILITY** It is the responsibility of each vendor before submitting a proposal:

To examine thoroughly the contract documents and other related data identified in the proposal documents.

To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.

To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or



RFP# 2014-018 -- PROFESSIONAL SECURITY SERVICES

- 4 -





# The City of Edinburg

RFP No. 2014-018  
Professional Security Guard Services



discrepancies which vendor has discovered in or between the contract documents and such other related documents.

**TERMINATION:** THE CITY has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time during the term of the Agreement for any reason, including but not limited to, instances where THE CITY finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

## SECTION II. RFP REQUIREMENTS

**PURPOSE:** The intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified professional Security Guard Service.

**REQUEST FOR PROPOSALS:** The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any The CITY limitations will result in disqualification of the submitted RFP. A total of one (1) original and three (3) copies of the RFP shall be submitted to the address on the cover letter.

**SUBMITTAL:** For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- 1) Cover Letter - A brief introductory letter of representation.
- 2) Executive Summary - A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed five pages.
- 3) Degree of Compliance - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

**CONTENTS:** The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

- 1) **UNDERSTANDING OF THE PROJECT:** This section should demonstrate the submitter's understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.
- 2) **FIRM QUALIFICATIONS, PERSONNEL AND STAFFING:** The CITY is seeking a contract with a competent firm(s), registered and licensed to practice in the State of Texas that have minimum of 5 years experience in Professional Security Guard Services other Security Protection Related Projects.

a) Qualifications:



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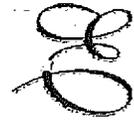
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# The City of Edinburg

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- i) List Firm's qualifications and ability to perform the service requirements listed in the scope of work.
  - ii) List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.
  - iii) Describe SECURITY SERVICE CONSULTANT's resources, including total number of employees (professional, technicians, and administrative.), number and location of offices, number and types of equipment to support this project. Describe any special equipment or facilities available to perform the requested work. Identify any tasks outlined in the RFP that would be subcontracted.
- b) Experience:
- i) Provide the following information for SECURITY SERVICE CONSULTANT and SUB-SECURITY SERVICE CONSULTANTS: (Including but not limited to outsource lab and technical firms, if any portion of the work is to be conducted by an outsource please provide Quality Assurance documentation, The CITY reserves the right to accept or reject outsource firms based on qualifications and past performance.)
  - ii) Number of years experience providing Security Services.
  - iii) Relevant experience with projects of similar size and scope performed over the past ten (10) years. For each project listed, include scope of services performed, date services provided and name, titles, and telephone numbers of each client or client's representative.
  - iv) Specific experience with public entity clients, especially large municipalities. If SECURITY SERVICE CONSULTANT has provided services to the CITY in the past, identify the name of the project and the department for which services were provided.
  - v) If SECURITY SERVICE CONSULTANT is submitting as a team or joint venture, provide the same information for each member of the team or joint venture.
  - vi) Provide the following information for key personnel to be assigned to this project:
    - vii) Total years experience.
    - viii) Number of years experience working for SECURITY SERVICE CONSULTANT.
    - ix) Primary work assignment for the projects outlined in this RFP.
    - x) Percentage of time to be devoted to the projects outlined in this RFP.
    - xi) Relevant experience with projects of similar size and scope.
    - xii) Provide resumes for key personnel to be involved in this project.
- c) Previous Project Performance:
- i) Provide evidence of satisfactory performance on past projects:
  - ii) List past assignments over the past five (5) years
  - iii) Provide copies of outstanding service letters, letters of commendation, service awards, etc.
  - iv) Provide five recent references who may be contacted concerning SECURITY SERVICE CONSULTANT's performance of similar services. For each reference,



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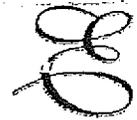




# The City of Edinburg

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provide a current phone number and e-mail address. References may not be present or former THE CITY employees.

- v) Provide an organizational chart, including team members' roles.
- vi) If SECURITY SERVICE CONSULTANT has had experience working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
- vii) If submitting as a team or joint venture, list any projects which reflect the cooperative efforts of the proposed team.

d) **Quality of Service:**

- i) Discuss SECURITY SERVICE CONSULTANT's approach to developing the tasks and deliverables for the services requested by this RFP.
- ii) SECURITY SERVICE CONSULTANT's Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract
- iii) Describe SECURITY SERVICE CONSULTANT's policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality practices, etc.)
- iv) If SECURITY SERVICE CONSULTANT has ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated and/or Security Consultant dismissed, the client's name, and the contact person's phone number.

3) **REQUIRED CERTIFICATIONS AND SUBMITTAL:** This section will contain any licenses, certifications and assurance as required by the Texas Board of Private Investigators and Private Security Agencies and The Texas Department of Public Safety. The firm(s) should include copies of their Professional Liability Insurance.

4) **Proposal Pricing/Delivery** - Pricing shall be inclusive for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. A transition schedule must also be included. Proposal shall state an hourly rate fee per armed and unarmed guard, vehicle/ATV cost per hour and/or supervisor, covering all stated items contained in this specification listing. The cost (expressed in cost per guard per hour) should reflect current requirement for compliance with Federal Fair Wage and Hour Standard (i.e. minimum wage rate).

5) **Descriptive Literature** - Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional Proposer information with regard to issues addressed in other areas of the proposal.

6) **Contractor Background Information** - This section should include a description of the Proposer experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that THE CITY can use as a basis for



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performance evaluation. This section should also include information on your organization and staff assigned to the project.

- 7) References - Proposer shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.
- 8) Affidavit as required herein.

### SECTION III.

### SCOPE OF SERVICES, TRAINING AND JOB REQUIREMENTS

#### EXPERIENCE/QUALIFICATIONS OF GUARDS

- 1) All guards shall have training in self-defense techniques and techniques for detaining and holding persons for arrest by police.
- 2) Security guards will have experience commensurate with type of duty to be performed and will be literate, i.e., will be able to read and understand printed regulations, detailed written orders, training instructions and will be able to compose reports which will convey full information of events pertaining to his shift. Security guards must not have arrest or conviction record of any offense other than minor traffic violations. The Security Agency is responsible for conducting any and all required background checks for its hired personnel at no expense to the CITY. Prior to any assignment, proof of background check must be submitted to the CITY designee.
- 3) Guards are to be trained in the use of handcuffs and are to carry handcuffs while on duty.
- 4) Guards are to be trained in the use of firearms and to be knowledgeable in how to disarm an individual carrying a weapon. Guards must be certified to carry a firearm prior to being assigned to THE CITY. No exceptions will be made to this requirement and proof of certification must be submitted, prior to assignment, to the CITY designee.
- 5) Guards must possess thorough knowledge of security rules, regulations and procedures and thorough knowledge of the laws of arrest.
- 6) Guards must possess ability to face situations firmly, fortuitously, tactfully and with respect for the rights of others.
- 7) Guards must possess ability to use self defense techniques to protect themselves, staff and clients from unarmed and armed attacks by assailants. They must be able to demonstrate emotional stability during periods of tension and stress while carrying out assigned duties and ability to maintain control in crisis situation
- 8) Guards are required to have a minimum of one year's employment as a security



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guard or law enforcement officer or equivalent or substantially similar experience with the Armed Forces of the United States prior to assignment at the CITY.

- 9) Guards not meeting all standards outlined will not be acceptable and the CITY reserves the right to summarily remove him from duty. If this occurs, the guard service will be contacted and a replacement must be immediately available.

## UNIFORMS/EQUIPMENT

- 1) Security Guard Service will furnish security guards with standard uniform. Security Guard Service shall display an approved sign or emblem indicating that the premises are being protected by them. Company badges shall be prominently displayed on the security guard's uniform and on his cap. The guard will be equipped, when appropriate, with flashlight, police whistle, notebook, handcuffs and pen. Security guards must be in full uniform while on duty.
- 2) Guards must be well groomed at all times while on duty. This includes clean, well-fitted pressed uniforms and polished shoes. Personal hygiene and neatness are of prime importance. Guards will not be allowed to eat or read while on duty.
- 3) The Contractor is not required to provide a vehicle and guards are not required to operate THE CITY owned vehicles.

## REPORTS

- 1) Security guards must report regularly to the CITY designee. A continuous written log of all guard activity, including details of any matters or occurrences pertinent to the security of the agency shall be maintained. The Security Guard Service must submit monthly, a written summary of daily reports to the CITY designee. This report shall cover all matters of security interest and shall contain recommendations, if any, to improve the security program to enable it to be more effectively administered or to point out security deficiencies. Furthermore, any emergency or abnormal condition must be verbally reported at once to the CITY designee. A complete written report must be filed as soon as possible.
- 2) Security Guard Service shall furnish weekly copies of sign-in sheets, showing guard's name, assignment and number of hours worked during the period to the CITY designee.

## ORDERS

- 1) General and specific orders must be issued by the Security Guard Service in writing to all guards listing all applicable duties and emergency phone numbers. All general and specific orders shall be prepared by the security service and reviewed by the



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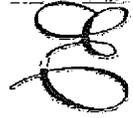




# The City of Edinburg

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CITY designee and shall be subject to his/her approval.

- 2) A prohibition against using THE CITY telephones for personal calls shall be included in orders issued to the guards. A prohibition against use of alcohol or narcotics while on duty must be included in orders to the guards as well as THE CITY's No Smoking Policy.

## SERVICE SUMMARY

- 1) Protect all persons at the designated locations from bodily harm or injury.
- 2) Perform other such functions as may be appropriate and necessary in the event of situations or occurrences affecting the security of the facility, such as fires, accidents, internal disorders, emergencies, sabotage, or other criminal acts, etc.
- 3) Guard is to observe all persons entering or leaving premises.
- 4) Guard shall apprehend persons gaining unauthorized access to facilities and remove any unruly persons.
- 5) Guard will call appropriate Law Enforcement officials immediately in the event of a crisis situation.
- 6) If for any reason the regular security guard is unable to report, the Security Guard Service must fully brief the substitute as to his general and specific orders. Each substitute guard shall receive detailed instructions on Guard Service responsibilities from Security Guard Service.
- 7) Security Guard Service should have adequate employees available to handle any necessary substitutes as well as hours required after 5:30 p.m.
- 8) No guard shall be scheduled nor permitted to work more than sixteen (16) hours consecutive duty. Generally, no security guard shall be scheduled for sixteen (16) consecutive hours duty, except for bonafide emergency absence of another security guard originally scheduled. The Security Guard Service shall not circumvent this requirement by having an employed security guard work a shift at another contracted location immediately preceding the scheduled or actual shift at the CITY facility.
- 9) THE CITY reserves the right to randomly inspect and test officers on duty to determine compliance to orders governing entrance to the facility. Security Guard Service will be notified of the results of such tests. Documented failure to comply will be basis for termination.

## SECTION IV.

### SELECTION AND SCHEDULES

**SELECTION PROCEDURES:** The RFP shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.



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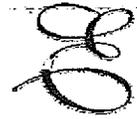
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**PROPOSAL RANKING:** Departmental Committees will evaluate and rank the written RFPs on a per project basis. After the RFPs have been ranked, the respective department will make a recommendation to the CITY Council.

**NEGOTIATING PROCESS:** If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The CITY reserves the right to reject any and all RFPs.

**RFP SUBMITTED TO:** An original and three (3) copies of RFPs should be submitted to:

The CITY Secretary  
The CITY of Edinburg  
415 West University Drive  
Edinburg, Texas 78641  
Telephone (956) 388-8204  
Fax (956) 383-7111

RFPs must be submitted by no later than 3:00 p.m. on Tuesday, September 02, 2014

## SECTION V. GENERAL CONTRACT TERMS AND CONDITIONS

### 1. CONTRACT

This proposal, submitted documents, and any negotiations, when properly accepted by THE CITY, shall constitute a contract equally binding between the successful Proposer and THE CITY. No different or additional terms will become a part of this contract with the exception of a Change Order.

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

### 2. CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

### 3. CONFIDENTIALITY



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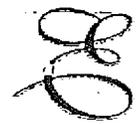




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All information disclosed by the CITY to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

4. **ADDENDA**

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in THE CITY Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

5. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the THE CITY Purchasing.

6. **ASSIGNMENT**

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of THE CITY Commissioners.

7. **VENUE**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

8. **SUBMITTAL OF CONFIDENTIAL MATERIAL**

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by THE CITY.

9. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:**

A prospective Proposer must meet the following requirements

- a. A prospective Proposer must affirmatively demonstrate their responsibility.
- b. have adequate financial resources, or the ability to obtain such resources as required;
- c. be able to comply with the required or proposed delivery schedule.
- d. have a satisfactory record of performance.
- e. have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive an award.
- f. THE CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

10. **SUCCESSFUL PROPOSER SHALL**

Successful Proposer shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract



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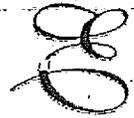




# The City of Edinburg

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which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against THE CITY growing out of such injury or damages.

11. PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

12. TERMINATION OF CONTRACT

a. This contract shall remain in effect until contract expires, completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer falls to:

- I. meet delivery or completion schedules, or
- II. otherwise perform in accordance with the accepted proposal.

b. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

c. Either party may terminate this contract with a thirty (30) days' written notice prior to the either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the CITY MANAGER, 415 West UNIVERSITY DR. Edinburg, Texas.

13. PERFORMANCE OF CONTRACT

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

14. PURCHASE ORDER

A purchase order(s) shall be generated by THE CITY to the successful Proposer.

15. INVOICES

The invoices shall show;

1. Name and address of successful Proposer;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
3. THE CITY Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.



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# The City of Edinburg

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**18. PAYMENT**

- a. Payment will be made upon receipt and acceptance by the CITY of all completed services and/or products ordered and receipt of a valid Invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Proposer is required to pay subcontractors within ten (10) days.

**19. OWNERSHIP**

- a. All plans, prints, designs, concepts, etc., shall become the property of THE CITY.

**20. FUNDING**

- a. Funds for payment have been provided through the CITY budget approved by the Edinburg CITY Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current THE CITY fiscal year shall be subject to budget approval.

**NUMBER OF COPIES TO BE SUBMITTED:** The CITY requires one (1) original submittal and three (3) copies.

**SECTION VI.  
FIRM and RFP EVALUATION**

**RFP - EVALUATION:** The evaluation system consists of a 100 percentage point system. The RFP will be ranked after evaluation. Only RFP's ranked in the top 15 percentile will continue to the next evaluation stage. The submittal evaluation will be based on the following criteria.

**20% Proposer's qualifications/experience**

- Financial stability
- Demonstrated prior experience in providing similar services including walk-throughs, use of metal detectors and X-ray machines
- Proposal's compatibility with The CITY's stated purpose

**60% Proposer's Itemized and total proposed price**

- Cost per hour per guard
- Total estimated cost for annual term based on estimates given

**20% The proposed service meeting the CITY's needs and requirements**

- Capability to provide responsive professional service
- Capability to provide off-site support and adequate on-site supervision
- Adequate training provisions
- Demonstrated ability to fully meet the needs of The CITY of Edinburg
- Adherence to requirements of RFP



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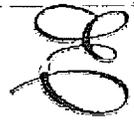




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**FIRM - EVALUATION:** The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the following criteria.

## 1. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e., applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, school districts, law enforcement agencies, TX DOT or other clients as stated in the Request for Proposals (RFP). Similar experience gained through other clients should be substantiated by reference. A list and scope of the various projects for comparative purposes shall be included in an appendix.

## 2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced security staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the CITY. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

## 3. METHODOLOGY

The RFP should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

## 4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The proposal shall include the following:

- \* Demonstrate an understanding of the scope of services
- \* Address appropriate Federal/State/Local regulations and policies
- \* Identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, The CITY, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

## 5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS



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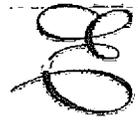




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The RFP should indicate, through past experience of the proposed Team, that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

## SECTION VII.

### AWARD OF CONTRACT, RESERVATION OF RIGHTS

**Number of Contracts.** THE CITY reserves the right to award one, more than one or no contract(s) in response to this RFP.

**Advantageous Contract.** The Contract, if awarded, will be awarded to the SECURITY CONSULTANT(s) whose Submittal(s) is/are deemed most advantageous to THE CITY, in comportment with Texas Professional Services Procurement Act requirements, and as determined by the selection committee, upon approval of the CITY Council.

**Final Selection and the CITY Council Approval.** THE CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of a SECURITY CONSULTANT is subject to THE CITY Council approval.

**Remedy of Technical Errors.** THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

**Preparation Costs.** This RFP does not commit THE CITY to enter into a Contract, award any services related to this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

**Insurance and Indemnity.** If selected, SECURITY CONSULTANT will be required to comply with the Insurance and Indemnity Requirements established herein.

**Independent Contractor.** SECURITY CONSULTANT agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s); responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for SECURITY CONSULTANT's actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

**Purchase Orders, As Needed.** Execution of a contract does not obligate the CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the SECURITY CONSULTANT through individual Purchase Orders.

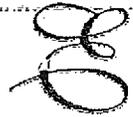




# The City of Edinburg

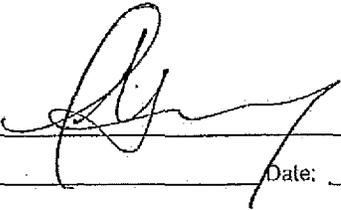
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## ATTACHMENT I RFP EVALUATION FORM

<u>Selection Criteria</u>	<u>*RIF Range</u>	<u>*RIF Max</u>	<u>Score</u>
<b>1. Proposer's qualifications/experience</b>			
Financial stability			
Demonstrated prior experience in providing similar services including walk-throughs, use of metal detectors and X-ray machines	0-20	(20)	= ( )
Proposal's compatibility with The CITY's stated purpose			
<b>2 Proposer's itemized and total proposed price</b>			
Cost per hour per guard			
Total estimated cost for annual term based on estimates given	20-60	(60)	= ( )
<b>3. The proposed service meeting The CITY's needs and requirements</b>			
Capability to provide responsive professional service			
Capability to provide off-site support and adequate on-site supervision	0-20	(20)	= ( )
Adequate training provisions			
Demonstrated ability to fully meet the needs of The CITY of Edinburg			
Adherence to requirements of RFP			
<b>Total</b>		<b>100%</b>	<b>_____</b>

Provider:  \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

\* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project and always totals 100%.



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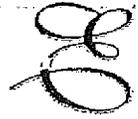




# The City of Edinburg

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## ATTACHMENT II RFP Rating Sheet

The CITY Contract No.: \_\_\_\_\_

Department: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Date of Rating: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

**A. Experience--Rate the Firm on experience in the following areas:**

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Has operated for _____	20	_____
2. Has worked for The CITY	10	_____
3. Has worked at locations that were located in this general region.	10	_____
4. Extent of experience in project area	15	_____
Subtotal, Experience	55	_____

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. Work Performance**

**NOTE:** Information necessary to assess the firm on these criteria should be gathered by contacting past/current clients.

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Past performance	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Experience	25	_____



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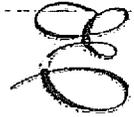




# The City of Edinburg

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Professional Security Guard Services



COMMENTS:

---

**C. Capacity to Perform**

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Staffing Level/Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Experience	15	_____

COMMENTS:

---

**D. Edinburg Business**

Is the firm located in the City of Edinburg?      5      \_\_\_\_\_

**TOTAL SCORE**

A. Experience	55	_____
B. Work Performance	25	_____
C. Capacity to Perform	15	_____
D. Edinburg Business	5	_____
<b>Total Score</b>	<b>100</b>	_____



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# The City of Edinburg

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Professional Security Guard Services



## ATTACHMENT III INSURANCE REQUIREMENTS

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

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to the CITY hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;
5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

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.



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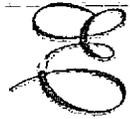




# The City of Edinburg

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Professional Security Guard Services



## ATTACHMENT IV INSURANCE REQUIREMENT ACKNOWLEDGEMENT

Francisco J. Guerrero authorized representative for Valley Metro Security  
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (\*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_

General Liability: \$ \_\_\_\_\_

(\* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) OR

Have already been met (see attached copy of insurance certificate).

\_\_\_\_\_  
Authorized Representative

08/25/14

\_\_\_\_\_  
Date

**Notice to Bidder:** Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET



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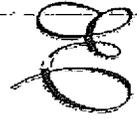




# The City of Edinburg

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Professional Security Guard Services



## ATTACHMENT V PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Francisco J. Guerrero, possess all of the APPLICABLE:

- 1. Licenses: TX DPS/PSB - Investigations/Security Contractor # C10600; Level III Training School #F00953
- 2. Bonds: \_\_\_\_\_
- 3. Certificates: HUB – State of Texas; MBE/City of Houston; SBE/Port of Houston Authority
- 4. Permits: \_\_\_\_\_
- 5. Other: US Dept of Justice (Bureau of Alcohol, Firearms & Tobacco) – # 5-74-215-02-4D-01849

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

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

  
Authorized Signature

8/25/14

Date

Valley Metro Security, LLC

Company

664 S. Jackson Rd.

Address

Edinburg, TX 78539

The CITY, State, Zip

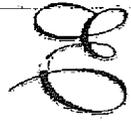




# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## ATTACHMENT VI LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for THE CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.



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# The City of Edinburg

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Professional Security Guard Services



## ATTACHMENT VII SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Valley Metro Security, LLC  
(Full, correct legal name)
2. Address: 664 S. Jackson Rd. Edinburg, TX 78539
3. Telephone/Fax: (956) 287-7600 / (956) 287-7605
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?  
Yes \_\_\_ No
5. Is your Company authorized and/or licensed to do business in Texas?  
Yes  No \_\_\_
6. Where is the Company's corporate headquarters located? Edinburg, TX
7. a. Does the Company have an office located in Edinburg, Texas?  
Yes  No \_\_\_
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?  
12 (years) 3 (months)
- c. State the number of full-time employees at the Edinburg office. 167
8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?  
Yes \_\_\_ No \_\_\_ N/A
- b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?  
\_\_\_ (years) \_\_\_ (months) N/A
- c. State the number of full-time employees at the Hidalgo County office. N/A
9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?



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# The City of Edinburg

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Professional Security Guard Services



Yes \_\_\_ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Francisco J. Guerrero or Angela Mancias

Name: \_\_\_\_\_  
Address: 664 S. Jackson Rd., Edinburg, TX 78539  
Telephone: (956) 287-7600  
Fax: (956) 287-7605  
Email: frank.guerrero@valleymetro.net or angela.mancias@valleymetro.net

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes ( ) No (X)

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

13. Provide any other names under which your business has operated within the last 10 years.

N/A

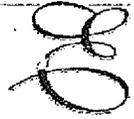




# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## ATTACHMENT VIII CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity:

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (City Secretary's Office) of the local government no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with City Secretary's Office subject to above instructions.

THIS FORM CAN BE DOWNLOADED FROM AND A COPY MUST ACCOMPANY THE RFP:  
<http://www.ethics.state.tx.us/forms/CIQ.pdf>





# The City of Edinburg

RFP No. 2014-018  
Professional Security Guard Services



## ATTACHMENT IX SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Valley Metro Security, LLC

Company Address: 664 S. Jackson Rd.

City, State, Zip Code: Edinburg, TX 78539

Historically Underutilized Business (State of Texas) Certification VID  
Number: HUB Certification: 1742997571100

Telephone No. (956) 287-7600 Fax No. (956) 287-7605

Email frank.guerrero@valleymetro.net

Print:

Name: Francisco Guerrero Signature: [Handwritten Signature]

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

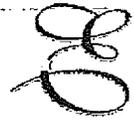




# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## ATTACHEMENT X SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
RFP Evaluation Form (Attachment I in RFP)	✓
RFP Scoring Sheet (Attachment II in RFP)	✓
Insurance Requirements (Attachment III in RFP)	✓
*Project Requirements Acknowledgement (Attachment V in RFP)	✓
*Insurance Requirement Acknowledgement (Attachment VI in RFP)	✓
*Litigation Disclosure (Attachment VI in RFP)	✓
General Questionnaire (Attachment VII in RFP)	✓
Conflict of Interest (Attachment VIII in RFP)	✓
*Signature Page (Attachment IX in RFP)	✓
Submittal Checklist (Attachment X in RFP)	✓
1 Original* and 3 Copies of Submittal	✓

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.



RFP# 2014-018 - PROFESSIONAL SECURITY SERVICES

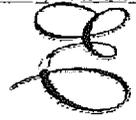
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# The City of Edinburg

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Professional Security Guard Services



# Other Required Documents



# The City of Edinburg

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Professional Security Guard Services

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

Valley Metro Security, LLC / Francisco J. Guerrero

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

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

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

N/A

Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4   
Signature of person doing business with the governmental entity

8/25/14

Date

Adopted 06/29/2007



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services

## FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

I the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information is true to the best of my knowledge.

Vendor's Name: Valley Metro Security, LLC

Authorized Company Official's Name (Printed): Francisco J. Guerrero

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

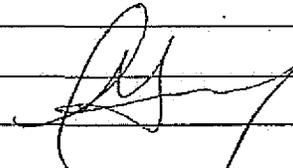
B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

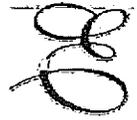
Signature of Company Official: 



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



# PRICING



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## PRICING

Valley Metro Security (VMS) is pleased to submit this Price Proposal to the City of Edinburg for consideration of professional security guard services. VMS is a strong company capable of providing the technical leadership in the performance of professional security guard services.

### Premise of Offer

VMS is prepared to furnish any or all items upon which prices are offered at the price set herein.

### Responsible Contractor

VMS is a responsible contractor who not only meets but exceeds all requisite business standards and quantification required for this type of a solicitation and subsequent contract, if awarded.

VMS is a strong company capable of providing the technical leadership in the performance of the requirements set forth by the City of Edinburg. We propose all requisite resources required to perform all work defined in this solicitation.

### Pricing

VMS proposes to extend the following rates in order to accomplish the proposed work at the lowest reasonable price. In recognition of continuing budgetary constraints, and consistent with our commitment to the integrity of the services we provide, we have minimized costs by providing the right skills and capabilities ensuring effective job performance at the best-value price.

VMS's proposal provides cost realism, completeness, and credibility and the cost is based on knowledge gained through performing similar work on like contracts at similar facilities. Our accounting and business management systems are in-place and are adequate for the performance of the proposed contract. Pricing is reflective of VMS's clear understanding of the requirements; and are consistent with the various elements of the proposal narrative.



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## BID PAGE

SECURITY SERVICES	Bill Rate	Rate Scale
Security Officer, Non-Comissioned/Unarmed	\$ 10.55	Hourly
Security Officer, Commissioned/Armed	\$ 11.88	Hourly
Security Vehicle/ ATV	\$ 0.50	Hourly

Please see the following page for the rationale which provides a comprehensive overview of the cost elements included in our proposed rates.

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

**Valley Metro Security, LLC**

FIRM NAME

**664 S. Jackson Rd.**

ADDRESS

**Edinburg, TX 78539**

CITY/STATE/ZIP+4

**956-287-7600**

TELEPHONE NUMBER

**956-287-7605**

FAX NUMBER

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID

**Francisco J. Guerrero**

NAME OF COMPANY OFFICIAL (PRINT NAME)

**President/CEO**

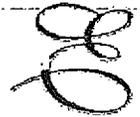
POSITION WITH COMPANY



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



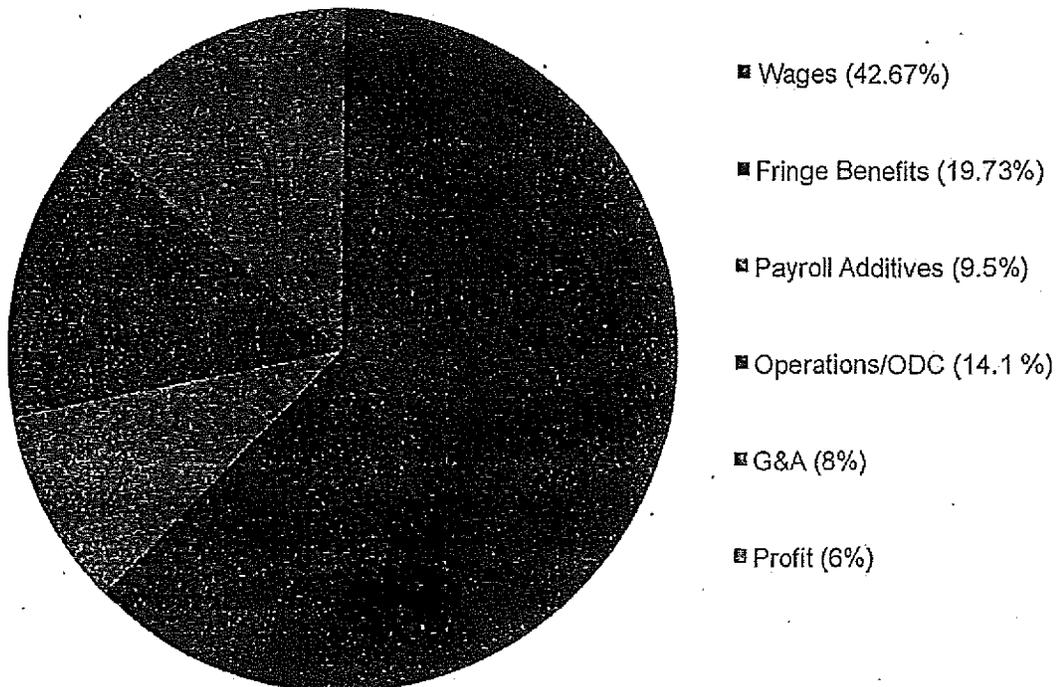
## EXPLANATION OF COST ELEMENTS

Below is a general description of our proposed cost elements including the labor and indirect rates that apply to our proposed pricing.

In anticipation of assuring the availability of skilled security officers in the job market, Valley Metro's proposed rates includes wages that are above federal minimum wages. This assures Valley Metro and The City of Edinburg of our ability to retain highly qualified and skilled security officers for assignment to The City of Edinburg. We also assume there will be no significant changes to federal wage laws and regulations, regulatory body requirements or similar constraints over which VMS has no control.

### *Cost Elements Breakdown*

The graph below provides The City of Edinburg a brief overview of the cost elements it relates to the proposed rates. We are able to provide competitive rates that are inclusive of vacation time, paid holidays, communication costs, uniforms, licensing, and any other business expense taken into consideration.

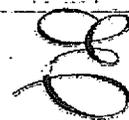




# The City of Edinburg

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Professional Security Guard Services



## MISSION STATEMENT

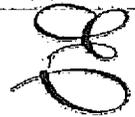
Valley Metro Security is committed to providing you superior service by protecting you and your assets. Our strive for excellence affords you the opportunity to concentrate on matters which are most important to you. Valley Metro Security is *your* safety, security, and peace of mind.



# The City of Edinburg

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Professional Security Guard Services



## ADVANTAGES OF VALLEY METRO SECURITY (VMS)

- VMS currently employs over 250 uniformed, armed and unarmed security officers, as well as over 300 security officers in New York assuring solid employer experience.
- VMS currently holds licenses in Texas, Florida and New York.
- VMS was recently awarded a GSA Multiple Award Schedule (MAS) Contract; Federal Supply Schedule Group 84 / SIN 246-54 Guard Services; Contract no. GS-07F-200AA.
- VMS is recognized as HUB Certified and is also certified MBE/DBE.
- VMS maintains an excess liability insurance plan.
- VMS provides 24-hour dispatch service to our customers in the event of emergencies.
- Our Security Officers undergo the following:
  - Meet the licensing and/or commissioned requirements by the Texas Commission on Private Security (TCPS).
  - Full Criminal Background Check (TCIC/NCIC) facilitated through the Texas Department of Public Safety and the TLO Online Investigative Systems.
  - Fingerprints are submitted along with the background check.
  - Reference Checks (a minimum of 3 verifiable references are required).
  - We conduct a five (5) years employment history and proof of residency.
  - Texas Commission on Private Security (TCPS) search.
  - Five Panel Drug Screening with random Drug Testing every 30 days.
  - Fully trained for firearms proficiency with refreshers run twice annually to ensure proper qualifications are met.
  - Must pass Alcohol, Tobacco & Firearms (ATF) requirements to purchase a firearm.
- We offer K-9 detection services which can deter illegal drug activity. Canines are professionally trained to track narcotics, and are ideal for improving the security conditions throughout the school district's campuses.
- We offer bike patrol security. Our officers are trained to provide proactive patrol services, and will respond accordingly while maintaining the safest possible conduct.



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services

# ***PROPOSAL NARRATIVE***



# The City of Edinburg

RFP No. 2014-018

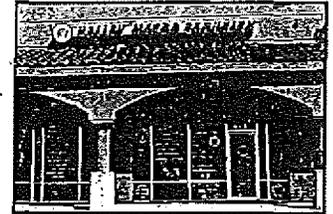
Professional Security Guard Services



## PROPOSAL NARRATIVE

### Company History

Valley Metro Security (Valley Metro) was founded by Francisco J. Guerrero in 2001. Francisco is a veteran Police Officer having served both in Miami, FL and Hidalgo County, TX. Additionally, he proudly served in the United States Army Infantry Division. After a successful tour of duty, he received an Honorable discharge before relocating with his family to South Texas.



Francisco envisioned a Security Service company that would provide professional, courteous, and dependable Security Officers to the South Texas region. Valley Metro is proud to be one of the few security companies in this region to be an 8(a) certified company with the Small Business Administration. Valley Metro is also recognized as HUB certified with the State of Texas Historically Underutilized Business Certification and Compliance Program.

Valley Metro continuously strives to provide safety, security and peace of mind to our clients. Our highly trained and motivated staff together with our management team deliver nothing short of superior customer service. Today Valley Metro's professional services have grown from the traditional focus on guard duty and protection of premises to providing licensed professional security officers, private investigators as well as loss prevention and risk management teams. In doing so, we are able to gain our client's respect and manage a customized security and life safety plan to maintain continuity of their business thereby enabling us to be more than just a cost center on our client's balance sheet.

In 2005, Valley Metro added a fully functional training facility so that can ensure our officers are receiving continued education. Valley Metro expanded its horizons in 2008 and continued to flourish by opening a central Texas location servicing Houston, San Antonio and Laredo. Additionally in 2009, Valley Metro expanded services nationally and currently provide over 300 officers in a federal detention facility in New York. This is Valley Metro's latest endeavor in providing security services to the federal government. These Governmental services are awarded to an elite group of exemplary companies who meet the stringent requirements to do business with the federal government. Additionally, the U.S. General Services Administration recently awarded VMS a highly coveted GSA Multiple Award Schedule (MAS) Contract that focuses on excellence in acquisition and assures the integrity of the services provided when partnering with government customers.

### Experience and Reputation of Firm and Principals

Valley Metro brings to The City of Edinburg our extensive, successful experience in performing similar work. Valley Metro's successful work experience on many contracts clearly demonstrates our capability to expertly serve the City's security mission. We have provided information about our current contracts that are similar in size and scope to the City's needs. Valley Metro currently provides services to South Texas College, Sharyland ISD, the McAllen Economic Development Corporation as well as local governments such as the County of Hidalgo.

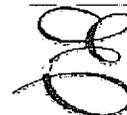
Valley Metro's founders and principals are recognized as leaders in the security industry and continue to guide the company by working closely with our clients, employees, and communities. Our successful and relevant experience with similar contracts has prepared us to excel on this contract.



# The City of Edinburg

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## Our Objective

Valley Metro is proud of its established experience and strong customer relationships built on our commitment to provide exemplary service and guaranteed long term value. We will establish a partnership with The City by focusing on your unique needs and delivering *exemplary* service. Our security officers along with our highly trained supervisors and support staff, combined with our experience in managing similar contracts are at the core of Valley Metro's strengths. We have successfully served our customers since 2001 with a mission to provide complete protection and a long-term commitment of client satisfaction. Valley Metro's proven experience on similar contracts assures The City of our strong commitment to your goals and the integrity of our operations as a whole. Valley Metro's expert and experienced personnel will do everything possible to respond effectively to every challenge.

Valley Metro is dedicated to meeting the levels of protection in today's rapidly changing security environment. We ensure satisfaction through complete focus on the goals and requirements of contract performance.

## Contract Support Services

The following contract support services not only benefit both our employees and The City, but are provided at no additional cost to you:

- Ongoing support from Valley Metro's dedicated, full-time President/CEO and General Manager, Francisco J. Guerrero; as well as on-site support from our Captain of Operations to our Lieutenants and Sergeants.
- 24-hours/7 days a week communications center with live, radio dispatch operators whose primary focus is to respond promptly and effectively in the face of any type of emergency situation.
- We offer roaming field supervisors on a 24 hours/7 days a week basis to not only provide back-up and assistance to our security officers but also perform on-site post checks to ensure the integrity of the security protocols followed by our security officers while on duty.

## Contingency Services

In an emergency situation, Valley Metro will provide additional officers and/or patrol vehicles, as well as other resources as needed to The City. Valley Metro maintains a pool of pre-screened officers who undergo weekly trainings at the Valley Metro Training Academy through our continuous recruiting and hiring program. Valley Metro's body of cleared officers will be ready to respond and report for an assignment within The City's specifications. Valley Metro will always be ready and prepared to provide continuous service to The City even through the most dire of situations.

## Reserve Staffing

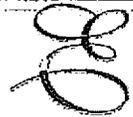
Valley Metro maintains reserve staffing in order to effectively cover any contingencies. Valley Metro takes great measures to ensure that a sufficient number of officers undergo complete background checks and receive the appropriate cross-training involved in order to maintain the reserve staffing level. In the event of an emergency or critical situation such as workplace violence, civil disorder, riots, terrorism or natural disasters, Valley Metro stands firm in its commitment to provide additional coverage as needed by The City. We have a proven track record of our capability to respond effectively to any type of situation rapidly and appropriately



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such as those involving natural disasters, bomb threats, strikes, civil disturbances, and other emergency conditions.

## The Scope of Work

### **Delivering Exceptional Performance**

Valley Metro will provide high-quality security services for The City in accordance with the contract specifications. We will provide competent, fully qualified and licensed security officers and supervisors as well as the necessary equipment and supervision to provide high quality security services. Upon award of contract, security officer services will be provided in accordance with the particular requirements as directed by an authorized representative from The City. Our qualified, well-trained security officers will fulfill all responsibilities assigned to them and other duties as requested by The City. Valley Metro officers will provide a high-profile, visible deterrent to unauthorized persons and suspicious or criminal activity.

We will be available to attend any meeting(s) deemed necessary or required by The City in order to keep abreast with The City's security needs. We are committed to providing complete customer satisfaction especially in the face of the current security challenges affecting not only our community but also the country as a whole.

### **No History of Failing to Perform as Contracted**

Valley Metro has no history of failing to perform as contracted. We have never been disqualified for lack of performance of a contract nor have we ever defaulted on a contract. The security officers and supervisors of Valley Metro have never been debarred or suspended. Valley Metro holds a current license in good standing with the Texas DPS, Texas Private Security Bureau.

A service contract executed between Valley Metro and The City will be subject to and governed under the laws of the State of Texas. Any lawsuits, cause of action, arbitration, and/or any other disputes shall be relegated to the court system within the presiding county of the services being provided.

### **Post Orders**

Valley Metro will develop detailed Post Orders to be submitted to The City for final approval unless there are working post orders in place. Valley Metro understands that Post Orders will remain in effect until altered under the direction and written approval of The City. The Post Orders may be altered at any time during the term of the contract. Valley Metro will not assign posts to a third party without the written consent of The City.

### **Performance Standards for Officers**

Valley Metro's security staff is made up of highly qualified, dedicated men and women. Our employees are our foundation, therefore we offer competitive wages that are above-industry standards, paid vacation time, advancement opportunities, flexible scheduling, job security, and educational incentives. Valley Metro provides uniforms to their security officers along with uniform allowances for supplemental items.

Valley Metro focuses on matching our officers with employment opportunities in the security field that best match their employment goals and abilities. Our officers undergo a preliminary criminal background investigation as a condition of employment as required by the Texas DPS, Private Security Bureau.



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## Professional Security Guard Services



All security officers must meet the minimum requirements of good verbal and written communication skills, a verifiable work history, no criminal convictions, high school diploma or GED, possess reliable transportation and must be at least 18 years of age.

To uphold the integrity of the security officer experience afforded to The City, Valley Metro will ensure that only security officers with a minimum of at least one (1) year experience as a private security officer, law enforcement officer or member of the US military will be assigned to this contract. Valley Metro will provide a copy of the officers profile within ten (10) business days of commencement of the contract to the The City. Any changes to licensing or certification for a security officer or supervisor will be submitted to the The City within three (3) business days

### Drug Screening

Prior to assignment, Valley Metro will conduct a drug and alcohol screening on all security guards that are scheduled for assignment to The City in order to maintain the high standards set forth by The City. We also conduct random quarterly drug testing.

### Background Checks

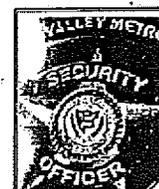
All prospective employees of Valley Metro Security undergo a Current Criminal History check processed by the Texas Department of Public Safety. If nothing derogatory appears at the time of the search, their application is then submitted to the Texas Private Security Bureau (TPSB) for registration. Valley Metro submits the applicant's fingerprints to the TPSB who then forward them to the Crime Records Bureau located on DPS premises as well as to the Federal Bureau of Investigation where they are classified and the applicant's criminal history is searched. The following is an excerpt from the Texas licensing application for security officer: "When evidence of criminal history is found, a report is generated by these agencies and sent to the Private Security Bureau for review. If the criminal history is of a prohibitive nature, the statute provides that the applicant must be immediately denied, until such time that the applicant can show that they meet the requirements to be issued a license or registration."

As an added measure of security, all prospective employees will also undergo a TLO background check. TLO Online Investigations System provides the largest, most powerful online database of public and proprietary records available about people. TLO provides not only a linear search for an individual, but also offers a connection point between two or more individuals. This extensive report includes verification of identity, employment, and education; TLO offers the most comprehensive profile for each employee.

The entire background check process assures Valley Metro and its customers that the highest standards are being met with regard to the background check requirements.

### Valley Metro's Core Values:

- Integrity
- Leadership
- Teamwork
- Honesty
- Reliability
- Training
- Respect
- Accountability



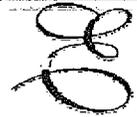
Valley Metro maintains strict standards on the Code of Conduct, Code of Ethics and Uniform Dress Code which are an integral part of the performance standards set forth to our security officers. These performance standards are reviewed during our hiring process and throughout the employment of our Security Officers, and include all of the following requirements:



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- Maintain a neat and well-groomed appearance at all times.
- Ability to exercise good judgment and to interact in a positive manner.
- Ability to maintain a high level of performance.

## Uniforms and Equipment

Valley Metro's security staff is provided with the following uniforms and equipment at no cost to the employee.

### Standard Issue:

- 2 uniform shirts, short and/or long sleeve
- 2 uniform pants
- 1 Badge
- 1 Whistle and Chain
- 1 Photo ID card
- 4 Valley Metro Patches
- 1 set of Security Officer insignia pins
- Winter jacket
- Rain gear, jacket and boots

The following items are available to all Valley Metro security officers, however some may be subject to a nominal cost to the employee.

### If Needed:

- Flashlights
- Handcuffs
- Security Caps
- Bomber jacket with required patches (at their expense)
- Traffic Vest (reflective vest for traffic control)
- Hand held Stop signs
- Utility belt consists of:
  - Handcuffs and keys
  - Handcuff holder
  - Pepper spray
  - Pepper spray holder
  - Flashlight and Holder
  - 4 Belt keepers

## Employee Incentives

Valley Metro invests in employee incentives because low employee turnover not only benefits Valley Metro and The City, but it also maintains operational costs to a minimum. Valley Metro employees receive both benefits and incentives which includes vacation time and career building opportunities through training courses.

## Employee Benefits

Our Employee Benefit Plan is fully supported by the pricing offered to The City and includes a major medical insurance plan for employees and paid vacation time (after meeting the requirements set forth in our employee handbook), and holiday pay.

### Holiday Pay

Only full-time employees are eligible for holiday pay, and is specific to the following holidays:

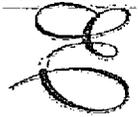
- New Year's Day
- Thanksgiving Day
- Good Friday
- Christmas Day

Employees are not eligible to receive holiday pay during their probationary period. Employees classified as either part-time or temporary are not eligible to receive holiday pay.



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## Vacation Pay

Vacation is a time for Valley Metro security officers to rest, relax, and pursue personal interests. Valley Metro provides paid vacation as one of the many ways in which to show our security officers appreciation for their loyalty and continued services.

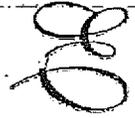
Valley Metro Security acknowledges and accepts that The City may require auditing Valley Metro's books and records in relation to this contract.



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# *Quality Control Plan*



# The City of Edinburg

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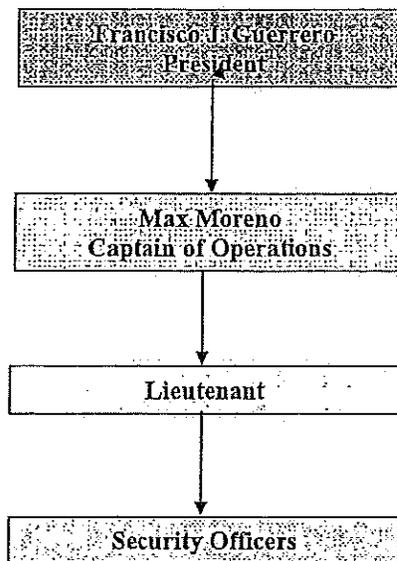
## QUALITY CONTROL PLAN

The VMS Quality Control Plan (QCP) describes our approach to planning and executing quality control and assurance processes throughout the life of this contract. Our QCP fully meets the standards set forth in the Bid Specifications and will be reviewed and updated on an semi-annual basis.

VMS has built our reputation on providing quality security services to our customers. Quality is embedded at three organizational levels: Corporate Oversight, Operations Management and Supervision of security staff (Exhibit 1). Everyone understands their role and responsibility for maintaining the highest quality of service delivery.

### Exhibit 1 Quality is Embedded at Three Organizational Levels

## SECURITY ORGANIZATIONAL FLOWCHART



The Captain of Operations has the ultimate responsibility for ensuring quality and providing oversight of activities to ensure all company and customer standards are being met. He is also responsible to maintain a high level of surveillance in order to guide and assist all VMS Security Officers in maintaining the quality of services.

### Supervisory Plan

Valley Metro recognizes the important role supervision plays in ensuring the delivery of quality services. As such, we created the organizational plan as depicted above (Exhibit 1). Each level with its own appropriate span of control ensure monitoring of Valley Metro's performance in support of our customer's post orders, contractual stipulations, and state regulations.

The Captain of Operations is responsible to ensure our company's overall commitment to quality control and QCP protocols are effectively communicated throughout the company. The Captain will assign a Lieutenant to the contract to ensure that all of the contractual obligations are being fulfilled on a daily basis.



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VMS also has Roaming Field Supervisors who are not specifically assigned to any one job site. Their primary responsibility is to conduct ad-hoc, unscheduled job site visits to ensure the security officer's compliance with post orders, company policies, customer standards, and state regulations. Ad-hoc oversight may also be a re-inspection used to follow-up on a previous inspection. Findings from Ad-hoc activities will be provided to the company president, Captain of Operations, and our Director of Business Development, as appropriate. The Roaming Field Supervisors also conduct a uniform inspection to further provide for the integrity of the services we provide including strict compliance of the officer's professional appearance while assigned to the customer's job site.

The Supervisors (Lieutenant, Supervisors, and Roaming Field Supervisors) are the backbone of our Quality Control Plan. They have daily interaction with all personnel and are charged with ensuring all Valley Metro activities comply with our company policies, and the customer's standards and post orders. The Supervisors play a key role in quality control by conducting inspections in their assigned areas and implementing of corrective actions and/or measures.

The Roaming Field Supervisors also conduct interviews with the customer's primary of contact in order to determine the extent of our company's compliance with the customer's standards and to ensure that any noted deficiencies are being effectively addressed or have been corrected. Routinely these visits may involve the direct observation of the VMS Security Officer performing tasks and their interaction, if any with the customer or the customer's employees, and/or reviewing the documentation that demonstrates compliance with post orders and company standards.

Both the Lieutenant and the Roaming Field Supervisors are required to report their findings on a daily basis using our Officer's Daily Report; they are also required to document any reported incidents on our Incident Report (Exhibit 2).

## Corporate Oversight

Valley Metro's Business Development Director is responsible for contract oversight to ensure overall customer satisfaction. Our Director will conduct job site visits to meet with the customer's primary point of contact to discuss any items of concern particularly with regard to the integrity of the contract and the performance of the security officers.

To further ensure compliance, our Company President also conducts unscheduled job site visits to assure our customer that all aspects of the contract are being adhered to and to ensure our security officers are providing the best possible service at all times.

## Review of Documentation

At least quarterly, VMS will review samples of documentation (e.g. post logs, policies, and records of corrective actions) to assess the quality of the documentation as well as the status of our performance as documented. This in turn will provide training opportunities for our security officers and supervisors during the mandatory weekly training sessions.





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Valley Metro also provides our employees with the opportunity to obtain their CPR/First Aid/AED certification which is required for all security officers. Re-certifications are conducted every two (2) years and are coordinated by the Operations department along with input from the Human Resources department.

## Communication Plan

Communications are conducted formally and informally. Formal communication is driven by contractually required documentation. Contractually required documentation is typically determined during the contract award phase. Valley Metro also conducts Ad-hoc meetings as appropriate in order to ensure the integrity of the contract and the performance of our security officers.

Reports are critical to support communication and Valley Metro will maintain all records and reports on file for all activities in connection with the duties and responsibilities for the services performed under the customer's contract. All records and reports will be kept using a system which allows the reports to be made available to our customer for inspection as a means of transparency.

Informal communication occurs at all organization levels and is a result of daily interaction among the Valley Metro operations team as well as any interaction with the customer's point of contact or authorized representative. Information is transferred at shift changes and important issues will be forwarded to the appropriate organization level for action as appropriate.

## 24 Hour Communications Center

Valley Metro maintains a 24 hour communications center (dispatch) which allows for a constant flow of communication between officers in the field and corporate office.

All security officers are required to check in their post status on an hourly basis throughout their shift. This information is documented and maintained by our dispatch staff. Our check in policy not only assures our customers of the officer's accountability for their assigned posts but it also assures VMS of the officer's safety.

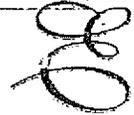
Our dispatchers are fully trained on emergency protocols and are well equipped to address any unforeseen or emergency situation that may arise requiring the involvement of local law enforcement agencies.



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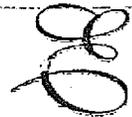
# *Capabilities Statement*



# The City of Edinburg

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Professional Security Guard Services



Corporate Office  
664 South Jackson Road  
Edinburg, Texas 78539

Phone: (956) 287-7600  
Fax: (956) 287-7605

Email:  
info@valleymetro.net

Website:  
www.valleymetro.net

Branch Offices:  
Houston  
Batavia, NY

International:  
Managua, Nicaragua

#### Company Information:

DUNS Number: 026325758  
CAGE Code: 31LA4

NAICS Codes:  
561612 Security Guards and  
Patrol Services  
561611 Investigation Services

**GSA** Schedule  
Contract GS-07F-200AA

**GSA** Advantage!®

#### Business Classification:

SBA 8(a) Certified  
MBE/DBE Certification  
Texas HUB Certified

## Capabilities Statement



### The Valley Metro Mission

At Valley Metro Security (VMS), we strive to provide safety, security and peace of mind to our clients. Our highly trained and motivated staff along with our management team deliver nothing short of superior customer service. Today VMS services have grown from the traditional focus on guard duty and protection of premises to providing licensed professional security officers as well as loss prevention and risk management. In doing so, we are able to gain our client's respect and manage a customized security and life safety plan to maintain the continuity of their business thereby enabling us to be more than just a cost center on our client's balance sheet.

### Our History

Valley Metro Security was founded by Francisco J. Guerrero in 2001 in an effort to establish a higher standard of professionalism in the contract security services, private investigations, and security training industry. Mr. Guerrero is a veteran Police Officer having served both in Miami, Florida and the County of Hidalgo, Texas. He served Honorably in the United States Army Infantry Division before relocating to South Texas.

Francisco envisioned a Security Service company that would provide professional, dependable security officers who embody both good character and integrity. We are proud to be one of the few security companies in lower South Texas to become certified as a Small Business Administration 8(a) company, and to be certified as a State of Texas Historically Underutilized Company (HUB). In 2005, VMS opened its doors to a state of the art training center and indoor shooting range. This provided our staff and community with the safety and convenience of the only indoor shooting range in the Rio Grande Valley. We provide licensed and registered, professional, armed and unarmed Security Officers to a wide variety of private businesses, major corporations, school districts, and governmental entities.

### Valley Metro Security Staff

Our security staff is made up of highly qualified, dedicated men and women from all parts of the country. Our employees are our foundation, therefore we offer competitive wages that are above-industry standards, paid vacations, advancement opportunities, flexible scheduling, job security, educational incentives, and uniform allowances.

VMS focuses on matching our officers with employment opportunities in the security field which best match their employment goals and abilities. Our officers undergo a full criminal background investigation and drug screening as a condition of employment along with random monthly drug testing. All security officers must meet minimum requirements that consist of having good verbal and written communication skills, a verifiable work history, no criminal convictions, a high school diploma or GED, reliable transportation and must be no younger than 18 years of age.

Employee retention is a major priority for VMS. We employ a professional management team that consists of former military, law enforcement and corporate security professionals. Our culture is built upon providing exemplary service to our customers, a strong work ethic and personal growth. When considering security services for your enterprise, of Valley Metro Security and our consistent focus on values.

### Valley Metro Security's CORE VALUES:

- Integrity
- Respect
- Reliability
- Teamwork
- Honesty
- Leadership
- Accountability
- Training

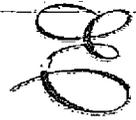
Integrity and teamwork is instilled in each and every one of the security officers employed at VMS. This lessens our turnover rate, increases employee morale and meets customer satisfaction standards by ensuring continuity in service. At VMS, we are confident our staff will consistently deliver a higher level of service based on our core values.



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## The Valley Metro Approach

Valley Metro Security offers the following:

- 24-Hour Dispatch Center (live)
- Licensed/Registered, Unarmed and Armed Security Officers
- Executive Protection
- Loss Prevention
- Patrol Vehicles
- Bicycle & Golf Cart Mobile Patrols
- Mobile Command Centers
- Specialized Security Training
- Risk Management & Security Consulting
- Computer & Network Security
- Civil Process Services
- Electronic Surveillance
- Private Investigations



## Training

Though many states and industry organizations have prescribed minimum-training standards or guidelines, VMS surpasses those training requirements given that training is a core competency and will always be the cornerstone of our services. Today more than ever, security personnel need fresh and timely information to tackle new security challenges and developing conditions. VMS pushes its expert advantage by utilizing the latest training methods to contribute to the training, education and professional development of our field personnel. We have successfully maintained our leadership by focusing our efforts on providing our officers with the training and support that will make them successful in the roles they perform.

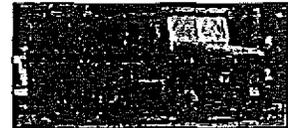
We also provide our officers with a 6-phase training process and includes:

1. Basic Training
2. Pre-Assignment Preparedness
3. Site-Specific Instruction
4. Specialized Training
5. Continuous Education
6. Professional Development



## Armored Car Transport

Our staff of fully trained armored car service officers, secure multiple locations throughout our region. VMS provides our armored car staff with levels of extensive training. Along with completing qualified firearms training course, they are also thoroughly trained in defensive driving, vehicle and perimeter security. This has helped ensure the continuing safety of our officers and any and all valuables of our clients. We are proud to have had zero (0) losses in the past 5 years.



## Risk Assessments

VMS offers our clients a thorough assessment of their facility in order to identify risks and vulnerabilities. This allows our team the opportunity to recommend improvements. The primary emphasis for our team of professionals is to be continuously aware of the needs of our customers and always be responsive to their input, direction, and requests.

## Clients and Customers: Past Performance



Valley Metro Security provides armed and unarmed security guard services to South Texas College and includes the following campuses: Pecan (Main), Mid-Valley, Nursing & Allied Health Services, Starr County campus, as well as the Technology campus.



VMS provides armed and unarmed security guard services for local school districts including the campuses at Sharyland ISD, Mission CISD, and Hidalgo ISD.



VMS in a Joint Venture Partnership also provides security services to the Buffalo Federal Detention Facility located in Batavia, New York. It is a federal detention center for illegal immigrants who are waiting for their immigration status to be determined or who are awaiting repatriation. While assisting at the center, the security officers are familiar with infirmary and commissary procedures to better aid ICE Detention and Removal Operations. Should an emergency occur such as a hurricane or the National Threat Level increases, VMS provides additional security officers utilizing its pool of highly qualified and licensed security officers.

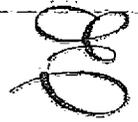
Valley Metro Security's past performance and management capabilities provide our customers with an effective option when procuring quality-focused security services. Our continual emphasis on customer service along with our selection of high caliber personnel ensure our customized programs are built around our clients needs and their operations to ensure safety, security, and peace of mind.



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## Experienced Leadership

### Executive Management Team

• **Francisco J. Guerrero, President & Chief Executive Officer**

Mr. Guerrero is the President and Chief Executive Officer of Valley Metro Security. He founded VMS after a combined 11 years of law enforcement and security management experience. He served Honorably with the U.S. Army Infantry Division, 124th Charlie Company completing the Basic Non-Commission Course. He has extensive training as a police officer. He served 6-1/2 years with the Metro-Dade Police Department in Miami, FL as a Peace Officer and Detective of the Crime Suppression Unit (CSU). He served 5-1/2 yrs with the Hidalgo County Sheriff's Department as a Patrol Deputy, an Investigator with the Criminal Homicide Division, and 3 years as a member of the SWAT team. Mr. Guerrero is a TCLEOSE Instructor (with over 3,100 hours), Class & Firearms Instructor, NRA Instructor, as well as a licensed instructor through the TX DPS Private Security Bureau. He oversees all strategic planning, consulting, and security operations for all divisions.

• **Max Moreno, Captain of Operations**

As Captain of Operations, Mr. Moreno is responsible for the development and implementation of policies and procedures for uniformed services. He directs the execution of varied and extensive functions in coordination with the operations of our clients. He makes selections on all supervisory and non-supervisory staff; reviews/approves all serious disciplinary action involving staff. Captain Moreno assures all contract requirements exceed expectations. His extensive work experience with Valley Metro Security and within the security industry was instrumental in his current appointment to Captain of Operations.

• **Armando Campos, Quality Control Director - Local and State**

Mr. Campos is a retired US Army 1st Sergeant (1984-2007) decorated and honored with a multitude of medals and ribbons including the National Defense Service Medal, Army Service Ribbon, Marksman Badge Rifle, Texas Faithful Service Medal, Army Reserve Components Achievement Medal, and the Expert Badge Grenade. He was active duty with the National Guard during Desert Storm and Desert Shield and he received the Army Commendation Medal and Meritorious Achievement Commendation. He has worked under the umbrella of the Hidalgo County Sheriff's Department in varied capacities including operations management at the county courthouse, safety management, and budgeting and financial management. His roles have included Captain of Patrol for the Hidalgo County Sheriff's Department, Investigator, Lieutenant, and Sergeant of the Criminal Investigations Department (CID), and Detention Officer.

### Contact and Ordering Information:

**Valley Metro Security**

664 S. Jackson Rd.  
Edinburg, Texas 78539

Phone: (956) 287-7600  
Fax: (956) 287-7605

ONLINE:  
[www.valleymetro.net](http://www.valleymetro.net)

EMAIL:  
[info@valleymetro.net](mailto:info@valleymetro.net)

Contact Person:  
**Francisco J. Guerrero**  
President & CEO



### Contract Information

Contract number:  
GD-07F-200AA

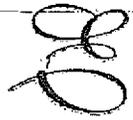
Contract Period:  
4/1/2013 to 3/31/2018

Federal Supply Schedule Group 84  
SIN: 246-54 Guard Services



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RFP No. 2014-018  
Professional Security Guard Services



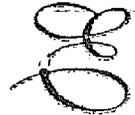
# VMS REFERENCES



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## Reference Checks

Following are five (5) Valley Metro references:

### McAllen Economic Development Corporation

Service Location: McAllen, Texas  
 Organization Name: McAllen Economic Development Corporation  
 Contact Name (s): Joyce Dean, Executive Vice President  
 Address: 6401 S. 33<sup>rd</sup> St.  
 McAllen, TX 78503  
 Telephone Number (s): 956-682-2875  
 Fax Number: 956-682-3077  
 E-mail Address: [joyce@medc.org](mailto:joyce@medc.org)



31.628.682.2875 31.628.682.3077

### Sharyland Independent School District

Service Location: Sharyland, Texas  
 Organization Name: Sharyland ISD  
 Contact Name (s): Mark Dougherty  
 Address: 1106 N. Shary Rd.  
 Mission, TX 78572  
 Telephone Number (s): 956-580-2200 Ext 1012  
 Fax Number: 956-580-5224  
 E-mail Address: [mdougherty@sharylandisd.org](mailto:mdougherty@sharylandisd.org)



### Hidalgo County

Service Location: Edinburg, Texas  
 Organization Name: County of Hidalgo  
 Contact Name (s): Roy Quihntanilla, Safety Director  
 Address: 2818 S. Hwy 281, Edinburg, TX 78540  
 Telephone Number (s): 956-318-2644  
 Fax Number: 956-318-2658  
 E-mail Address: [roy.quintanilha@co.hidalgo.tx.us](mailto:roy.quintanilha@co.hidalgo.tx.us)



### Mission CISD

Service Location: Mission, Texas  
 Organization Name: Mission CISD  
 Contact Name (s): Sylvia Cruz, Risk Manager  
 Address: 1201 Bryce Drive, Mission, TX 78572  
 Telephone Number (s): 956-323-5545  
 Fax Number: 956-323-5526  
 E-mail Address: [scruz04@mcisd.org](mailto:scruz04@mcisd.org)



### Panasonic

Service Location: McAllen, Texas  
 Organization Name: Panasonic  
 Contact Name (s): Dan Ingersol, Risk Manager  
 Address: 4900 George McVay, McAllen, TX 78503  
 Telephone Number (s): 956-683-2901

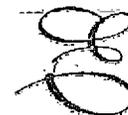




# The City of Edinburg

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Professional Security Guard Services



## Comparability of Size of Contracts / References

We have selected the following three contracts to highlight in our proposal in order to demonstrate our successful experience and expertise in serving the community.



### Sharyland Independent School District

Services Provided: Armed and Unarmed Security Guard Services

Valley Metro provides armed and unarmed security guard services to Sharyland ISD which include the following campuses:

- Sharyland High School
- Sharyland North Jr. High School
- B.L. Gray Jr. High School
- Alternative Education Program (AEP)
- Sharyland Bus Barn
- Jessie Jensen Elementary
- John H. Shary Elementary
- Lloyd & Dolly Bentsen Elementary
- Olivero Garza, Sr. Elementary
- Romulo D. Martinez Elementary
- Ruben Hinojosa Elementary



### Mission Consolidated ISD - Mission, Texas

Services Provided: Armed and Unarmed Security Guard Services

Valley Metro provides armed and unarmed security guard services to Mission CISD; the district includes the following campuses:

- Mission High School
- Veterans Memorial High School
- Mission Collegiate High School
- Roosevelt Alternative/TPAB
- Mission Options Academy
- Mission Jr. High
- Alton Memorial Jr. High
- Rafael Cantu Jr. High
- Kenneth White Jr. High
- 15 Elementaries: Alton, Bryan, Cantu, Castro, Cavazos, Escobar-Rios, Leal, Marcell, Midkiff, Mims, O'Grady, Pearson, Salinas, Waitz, and Newcomers' Academy.



### Department of Homeland Security/ICE - Batavia, NY

Services Provided: Armed and Unarmed Security Officer Services.

Valley Metro provides security services to the Buffalo Federal Detention Facility located in Batavia, New York. It is a temporary detention center for illegal immigrants who are waiting for their immigration status to be determined or whom are awaiting repatriation. While assisting this center, the officers are familiarized with the infirmary and commissary procedures to better aid ICE Detention and Removal Operations. Should an emergency occur such as a hurricane, or the National Threat Level increases, Valley Metro provides additional officers utilizing its pool of highly qualified and licensed security officers.

Listed are some of the duties performed by the Security Officers:

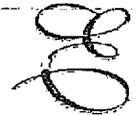
- Infirmary care are control
- Inner / Outer perimeter control
- Secured Area / Controlled access to facility
- Emergency response
- Detainee transport
- Coordinate scheduling of officers



# The City of Edinburg

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Professional Security Guard Services



## Exceptions – None

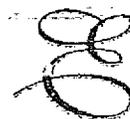
Valley Metro takes no exceptions to the RFP and explicitly accepts all terms and conditions of the RFP, including all clarifications, and subsequent contract with The City Corporation of North America.

The City Corporation of North America will not be held liable for any costs incurred by Valley Metro in the preparation or production of this proposal.



# The City of Edinburg

RFP No. 2014-018  
Professional Security Guard Services



# Insurance Requirements



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/20/2014

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).

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy PO Box 66571 Houston TX 77266	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C No, Ext):</b> (713)521-9251 <b>FAX (A/C No):</b> (713)521-0125 <b>E-MAIL ADDRESS:</b> certificates@eldoradoinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> First Mercury Insurance Co. NAIC # 10657 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Valley Metro Security, LLC dba Valley Metro Security 664 South Jackson Road Edinburg TX 78539	

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 INSR	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SE-CGL-0000002653-03	12/14/2013	12/14/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			SE-EX-0000044563-01	06/20/2013	12/14/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder Is Named As An Additional Insured And/Or Loss Payee As Respects All Operations Of The Named Insured For The Production.  
Waiver Of Subrogation Are Included On General Liability And Workers Compensation Policies In Favor Of "CITY OF EDINBURG"

### CERTIFICATE HOLDER

CITY OF EDINBURG  
PO BOX 179  
EDINBURG TX 78541

### 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

R.L. Ring, Jr./LY07

© 1988-2010 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/20/2014

<b>PRODUCER</b> ACCES INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG TX 78539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> VALLEY METRO SECURITY, LLC 12513 BAIL BOND DRIVE EDINBURG TX 78563	INSURER A: TEXAS MUTUAL INSURANCE	
	INSURER B: PROGRESSIVE AUTO INSURANCE	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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

INSR (ADD'L LTR)	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	054755730-0	06/20/2014	06/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Y/N	001062087	11/13/2013	11/13/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF "City of Edinburg"

### CERTIFICATE HOLDER

City Of Edinburg  
 PO Box 179  
 Edinburg TX 78541

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

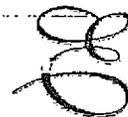
RINA CASAS



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



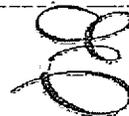
# *Management Resumes*



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## Francisco J. Guerrero

P.O. Box 121 Linn, Texas 78563

Email: frank.guerrero@valleymetro.net

Office: (956) 287.7600 / Cell: (956) 793-4807

---

### Senior Management Executive – President and CEO

---

#### Objective:

To facilitate professional growth within the security industry through strategy, development and implementation; provide highly motivated security officers and law enforcement training in a state-of-the-art facility.

#### Core professional competencies include:

Vendor Sourcing & Negotiating  
Customer Relations & Satisfaction  
Human Resources Management  
P&L Management  
Team building & Staff retention

P&L Management  
Facility Management  
Project Planning & Development  
Labor & Marketing Cost Controls  
Operations Management

#### Professional Experience:

Valley Metro Security  
President and CEO (2001 to Present)

664 S. Jackson Rd.  
Edinburg, TX 78539

Managed start-up of private firm specializing in the delivery of a full-range of security services -- strategic business planning; strategic finance, corporate strategy, development and financing; organizational design; operational and financial turnaround; and market strategy and research. Capitalized on growth opportunities through research and development. Identify new business and manage all aspects of the project lifecycle -- from scope of work through provision of deliverables, follow-up, and relationship management -- for large scale, long term projects.

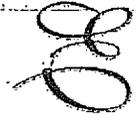
#### General Manager Responsibilities:

- Train security officers in Level I, II, and III on a scheduled basis as a TX DPS Licensed Instructor;
- Design and produce proposals for new business;
- Compiled data in order to formulate policies and procedures to include standard operating protocols for security services;
- Oversee the execution of the daily operations including the coordination/supervision of the security personnel hired to provide guard services;
- Provide professional interpretation of security regulations and directed subordinates in compliance enforcement;
- Facilitated the implementation of safety training for all security officers including protective procedures, first aid, and fire safety.
- Certified Dog Handler



# The City of Edinburg

RFP No. 2014-018  
Professional Security Guard Services



## *Certificate of Special Congressional Recognition*

*Presented to*

MR. FRANCISCO GUERRERO  
VALLEY METRO SECURITY LLC

On your exceptional work ethic and leadership in the business community  
and your recognition as the Small Business Administration,  
District Minority Small Business Person of the Year.

September 02, 2010

Date

*Rubin Hinojosa*

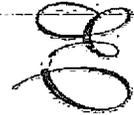
Member of Congress



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## Maximo Moreno

904 East Egly, Pharr, Texas 78577

Phone: (956) 369-0993 / Email: maximo.moreno@valleymetro.net

### Objective

To obtain a position in a organization where I can apply my skills and dedication to help company achieve the highest standards possible.

### Qualifications

Management Skills, Security Experience, Excellent Communication and Organizational Skills, Computer Knowledgeable, Dependable, Punctual, and Honest.

### Work Experience

Valley Metro Security

Feb 2009 to Present

#### *Captain of Operations*

- Responsible for the supervision of all ranking officers; manage and coordinate all officer schedules including Lieutenants, Sergeants, Corporals, and Security Officers
- Conduct on-site visits to customers on a frequent basis to maintain good customer relationships and to ensure open lines of communication are intact with the customers.
- Attend to any incidents or emergency situations to ensure that all company policies and procedures are followed.
- Implement corrective plan of action(s) when necessary.

#### *Sergeant I*

Aug 2006 to Feb 2009

- Prepared officer schedules
- Acted as roaming supervisor to check customer job sites and review of post orders to ensure they are up-to-date
- Ensure that officers arrived to scheduled jobs on time and prepared

#### *Security Officer*

Jan 2006 to Aug 2006

- Secured customer premises including checking for vandalism, forced entries and theft.
- Prepared hourly reports for customer and company records, and roamed customer property in company unit

Moreno Concrete

Jul 1998 to Jan 2006

#### *Foreman*

- Managed staff and coordinated staff schedules.
- Invoice customers for services performed.
- Operated heavy equipment and machinery to complete job specifications in a timely manner to meet construction deadlines.

### Education

1998 High School Diploma; Mission High School



# The City of Edinburg

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Professional Security Guard Services

A handwritten signature in black ink, appearing to be "EJ".

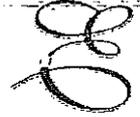
# *Licenses & Certifications*



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## Texas Department of Public Safety

### *Certificate of License*

The Texas Private Security Bureau certifies that:

**VALLEY METRO SECURITY**

**C10600**

*Is Duly Licensed as*

**Investigations / Security Contractor**

**Guard Company**

**Alarm Systems Company**

**Armored Car Company**

**Courier Company**

**Guard Dog Company**

Under the provisions of Chapter 1702 Texas Occupations Code, as amended

This License

**EXPIRES: 7/31/2015**

*Steven C. McCaskey*  
Director, Tex. Dept. of Public Safety

PS3-47(6.03)



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Firearms License  
(18 U.S.C. Chapter 44)

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FFLC 244 Needy Road Martinsburg, WV 25405-9431	License Number <b>5-74-215-01-5A-05242</b>
Chief, Federal Firearms Licensing Center (FFLC) <i>Tracy Robertson</i>	Expiration Date <b>January 1, 2015</b>
Name <b>VALLEY METRO SECURITY</b>	

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)  
**664 S JACKSON RD  
EDINBURG, TX 78539-**

Type of License  
**01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

**Purchasing Certification Statement**  
The licensee named above shall use a copy of this license to assist a transferee of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature in each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License".

**Mailing Address (Changes? Notify the FFLC of any changes.)**  
VALLEY METRO SECURITY LLC  
VALLEY METRO SECURITY  
664 S JACKSON RD  
EDINBURG, TX 78539-

<i>Francisco J. Guerrero</i> Licensee/Responsible Person Signature	<i>[Signature]</i> Position Title
Francisco J. Guerrero Printed Name	12-17-11 Date

ATF Form 8 (5/10/11)  
Revised October 2011

**Federal Firearms License (FFL) Customer Service Information**

Federal Firearms Licensing Center (FFLC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (866) 662-2750 Toll-free Fax Number: (866) 257-2749 E-mail: NLC@atf.gov	ATF Homepage: www.atf.gov PFL eZ Check: www.atfonline.gov/flrcheck
------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------

**Change of Address (27 CFR 478.52).** Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.18, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. (The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)

**Right of Succession (27 CFR 478.56).** (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

**Out Here**

Federal Firearms License (FFL) Information Card

License Name: VALLEY METRO SECURITY LLC

Business Name: VALLEY METRO SECURITY

License Number: 5-74-215-01-5A-05242

License Type: 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Expiration: January 1, 2015

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

**FFL Newsletter - Electronic Version Available**

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FFLNewsletter@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## State of Texas Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),  
hereby certifies that

**VALLEY METRO SECURITY, L.L.C.**

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB) Program  
to be recognized as a HUB.

This certificate, printed 04-MAR-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Certificate/VID Number: 1742997571100  
File/Vendor Number: 06786  
Approval Date: 28-FEB-2011  
Expiration Date: 28-FEB-2015

Paul A. Gibson  
Statewide HUB Program Manager  
Texas Comptroller of Public Accounts  
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at (888) 863-5081 or (512) 463-5872.



# The City of Edinburg

RFP No. 2014-018  
Professional Security Guard Services

133Gnow

Page 1 of 1



Annise D. Parker,  
Mayor

## CITY OF HOUSTON

Office of Business Opportunity



**Valley Metro Security, LLC**

is duly certified as a

**Minority Business Enterprise (MBE)**

Certified Categories:

NAICS-561612: SECURITY GUARD SERVICES

Certification Number: 12-8-109

August 31, 2013

Anniversary Date

August 31, 2015

Expiration Date

*Carleen D. Wright*

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm withdraw from the MBE program. This certificate is revoked instantly.

http://762.gnowm.com/web/Content/Certification/Communications/LetterCertificateView.asp?XID=681&SessionID=22209&8/29/2012



# The City of Edinburg

RFP No. 2014-018  
Professional Security Guard Services

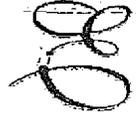
# W-9



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Name **Valley Metro Security**  
**VALLEY METRO SECURITY, LLC**  
Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**  
 Other (see instructions) ▶

Exemptions (see instructions):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address: **664 South Jackson Road**  
**664 SOUTH JACKSON ROAD**  
City: **Edinburg, TX 78839**  
**EDINBURG, TEXAS 78539**  
List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

Employer identification number									
7	4	-	2	9	9	7	5	7	1

**Part II Certification**  
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here:  Date ▶ **August 26, 2014**

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.  
Future developments. The IRS has created a page on [irs.gov](http://irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:  
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),  
2. Certify that you are not subject to backup withholding, or  
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

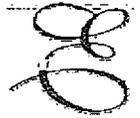
withholding tax on foreign partners' share of effectively connected income, and  
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.  
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.  
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:  
• An individual who is a U.S. citizen or U.S. resident alien,  
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,  
• An estate (other than a foreign estate), or  
• A domestic trust (as defined in Regulations section 301.7701-7).  
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



# VMS Company Information



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## Valley Metro Security

### CONTACT INFORMATION

**Corporate Office:** 664 S Jackson Rd.  
Edinburg, TX 78539

**Business Hours:** Monday thru Friday  
8:00 AM to 5:00 PM

**Phone Number:** Office (956) 287-7600  
Toll Free (800) 809-0071

**Fax Number:** Office (956) 287-7605  
Toll Free (866) 296-4017

**General Email:** [info@valleymetro.net](mailto:info@valleymetro.net)

**Website (URL):** [www.valleymetro.net](http://www.valleymetro.net)

#### Administration:

Francisco J. Guerrero, President/CEO

Ext. 101 [frank.guerrero@valleymetro.net](mailto:frank.guerrero@valleymetro.net)

#### Commercial Services:

Max Moreno, Captain - Operations & Uniform Services

Ext. 108 [max.moreno@valleymetro.net](mailto:max.moreno@valleymetro.net)

Angela Mancias, Administrative Assistant to President

Ext. 102 [angela.mancias@valleymetro.net](mailto:angela.mancias@valleymetro.net)

Doris B. McCord, Payroll Coordinator

Ext. 106 [d.estrada@valleymetro.net](mailto:d.estrada@valleymetro.net)

Lt. Joel Govea, Human Resources Coordinator

Ext. 107 [joel.govea@valleymetro.net](mailto:joel.govea@valleymetro.net)

Martha Chavez, Operations Assistant

Ext. 110 [martha.chavez@valleymetro.net](mailto:martha.chavez@valleymetro.net)

#### Government Services:

Onema L. Osuna, Bookkeeper

Ext. 104 [o.osuna@valleymetro.net](mailto:o.osuna@valleymetro.net)

Please keep this information in a convenient location for easy reference. The information contained herein will allow you direct contact with Valley Metro Security as it is our intent to provide continuity of exemplary customer service.

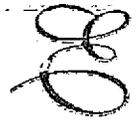
Safety · Security · Peace of Mind



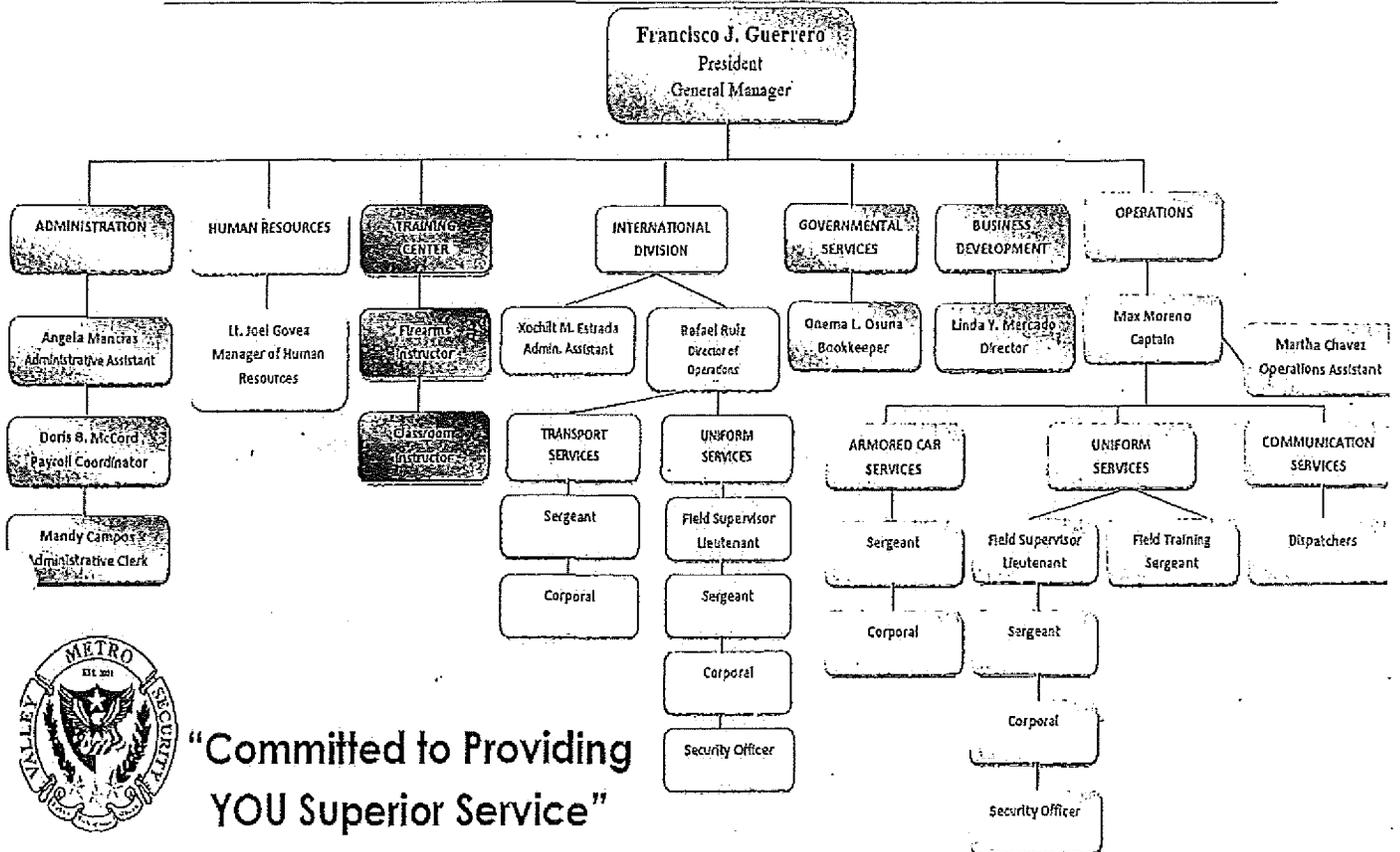
# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



## Valley Metro Security Organizational Chart



"Committed to Providing  
YOU Superior Service"

**EXHIBIT "B" TO FIRST AMENDMENT  
TO SECURITY SERVICES CONTRACT**



# The City of Edinburg

RFP No. 2014-018

Professional Security Guard Services



October 19, 2015

City of Edinburg  
c/o City Secretary Department  
415 W. University Drive  
Edinburg, TX 78541

Re: RFP No. 2014-018  
Professional Security Guard Services

On behalf of Valley Metro Security, LLC ("VMS"), we are requesting to exercise the first (1<sup>st</sup>) year of the two (2) one (1) year renewals as provided in the current contract with The City of Edinburg ("The City") City Secretary Department No. 2014-018/ Professional Security Guard Services.

The prices for fiscal year 2015 – 2016 are set for both commissioned, non-commissioned security officers and for the usage of our Security Vehicle/ ATV.

<b>SECURITY SERVICES</b>	<b>Bill Rate</b>	<b>Rate Scale</b>
Security Officer, Non-Comissioned/Unarmed	\$ 10.55	Hourly
Security Officer, Commissioned/Armed	\$ 11.88	Hourly
Security Vehicle/ ATV	\$ 0.50	Hourly

We look forward to another successful year with The City of Edinburg and will continue to work diligently to keep all students and staff secure.

If we, at VMS, can be on any assistance or if we can provide any further information, please feel free to contact us at your convenience. I may be reached at 956-287-7600 or via email at [frank.guerrero@valleymetro.net](mailto:frank.guerrero@valleymetro.net).

Sincerely,

Francisco J. Guerrero  
President

FJG/am



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/22/2015

PRODUCER ACCES INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG TX 78539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED VALLEY METRO SECURITY, LLC 12513 BAIL BOND DRIVE EDINBURG TX 78542	INSURER A: TEXAS MUTUAL INSURANCE	
	INSURER B: PROGRESSIVE AUTO INSURANCE	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	054755730-0	06/20/2015	06/20/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$ 1,000,000
						BODILY INJURY (Per accident)	\$ 1,000,000
						PROPERTY DAMAGE (Per accident)	\$ 1,000,000
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	001062087	11/13/2014	11/13/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF "CITY OF EDINBURG"

### CERTIFICATE HOLDER

### CANCELLATION

City Of Edinburg C/O City Secretary Department 415 West University Drive Edinburg TX 78541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE RINA CASAS

**EXHIBIT "B" TO SECOND AMENDMENT TO SECURITY SERVICES**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/07/2016

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).

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy PO Box 66571 Houston TX 77266	<b>CONTACT NAME:</b> Certificate Department	
	<b>PHONE (A/C, No., Ext):</b> (713)521-9251	<b>FAX (A/C, No.):</b> (713)521-0125
<b>E-MAIL ADDRESS:</b> certificates@eldoradoinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> First Mercury Insurance Co.		10657
<b>INSURED</b> Valley Metro Security, LLC dba Valley Metro Security 12513 Bail Bond Drive Edinburg TX 78542	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SE-CGL-0000002653-03	12/14/2015	12/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			SE-EX-0000044563-01	12/20/2015	12/14/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	DED    RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder Is Named As An Additional Insured And/Or Loss Payee As Regards All Operations Of The Named Insured For The Production.  
 Waiver Of Subrogation Are Included On General Liability And Workers Compensation Policies In Favor Of "City of Edinburg"

<b>CERTIFICATE HOLDER</b> CITY OF EDINBURG C/O CITY SECRETARY DEPARTMENT 415 WEST UNIVERSITY DRIVE EDINBURG TX 78541	<b>CANCELLATION</b> 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 R.L. Ring, Jr./LY07
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/06/2016

<b>PRODUCER</b> ACCES INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG TX 78539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> VALLEY METRO SECURITY, LLC 12513 BAIL BOND DRIVE EDINBURG TX 78542	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: TEXAS MUTUAL INSURANCE INSURER B: PROGRESSIVE AUTO INSURANCE INSURER C: INSURER D: INSURER E:

### COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	054755730-0	06/20/2016	06/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	001062087	11/13/2015	11/13/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF "CITY OF EDINBURG"

### CERTIFICATE HOLDER

City of Edinburg  
 C/O City Secretary Department  
 415 West University Drive  
 Edinburg TX 78541

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

RINA CASAS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Execute a Dedication Agreement for a Twenty Foot Easement and Allow for the Funding of the Relocation of a 2 3/8 Inch Gas Distribution Line at the Edinburg Regional Sanitary Landfill by Vernon E. Faulconer, Inc. Owner and Operator of Youngblood #1 Well (U 2368) San Salvador Field. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

We are requesting your authorization to proceed with the execution of all documents necessary for the dedication of an easement and the funding for the relocation of a 2 3/8 inch Gas Distribution Line currently located within the operational footprint of the Landfill and which is impeding future disposal operations. The service line will be re-located to the agreed upon easement, within city owned property.

The project is expected to be completed within 30 – 60 days after the execution of the agreement and delivery of payment for the work.

Attached please find the current work estimates for the project and the final draft of the easement dedication agreement for your review. The total project is estimated at \$64,585 and has been funded in the 2016-2017 Fiscal Year Solid Waste Management Fund budget.

**RECOMMENDATION:**

Approve Authorizing the City Manager to to Execute a Dedication Agreement for a Twenty Foot Easement and Allow for the Funding of the Relocation of a 2 3/8 Inch Gas Distribution Line at the Edinburg Regional Sanitary Landfill by Vernon E. Faulconer, Inc. Owner and Operator of Youngblood #1 Well (U 2368) San Salvador Field.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/ Ramiro L. Gomez, Jr.  
Ramiro Gomez  
Director of Solid Waste Management

\*\*\*\*\*

**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



September 29, 2016

***Via Email and Certified Mail, RRR No. 9214 7969 0099 9790 1732 2430 93***

Mr. Richard M. Hinojosa, City Manager  
 THE CITY OF EDINBURG  
 P.O. Box 1079  
 Edinburg, Texas 78540

Re: Updated Letter Agreement – Request for Pipeline Relocation  
 Youngblood #1 (U 2368) San Salvador Field  
 Hidalgo County, Texas

Dear Mr. Hinojosa:

Pursuant to the email request dated March 21, 2016 from Ramiro Gomez of your office and pursuant to the terms and provisions outlined in our letter dated May 12, 2014 and accepted by the City of Edinburg on July 15, 2014, Vernon E. Faulconer, Inc. (“VEFI”) acknowledges the City of Edinburg’s (“City”) request for the relocation of VEFI’s pipeline, which distributes production from the above-referenced well.

In response to the City’s request, this letter agreement (“Agreement”) serves as VEFI’s agreement to work with the City in good faith to accommodate its request to relocate VEFI’s pipeline for the purpose of its regional landfill expansion, based on the terms and conditions set forth below:

1. The total estimated cost for VEFI and its consultants, contractors, subcontractors, and other persons acting on its behalf to move and relocate VEFI’s pipeline, including all labor costs, materials, miscellaneous items and contingences, is set forth in the table below and will be paid in advance by the City prior to the commencement of any work. As of the date of this Agreement, the current total estimated cost includes:

3,800' of 2-3/8" schedule 40 pipe with fusion bond coating	\$19,532.00
Dig ditch, lay pipe, test line, cover pipe	\$24,000.00
Field Supervision	\$ 9,000.00
Office Supervision	\$ 1,500.00
Cost of Bond Insurance Coverage	\$ 5,150.00
Estimated Miscellaneous items and contingencies (10% of relocation cost)	\$ 5,403.00
<b>Estimated total cost</b>	<b>\$64,585.00</b>

2. The City agrees to provide VEFI with at least sixty (60) days advance written notice of the date by which any relocation work should commence. The parties currently anticipate the relocation project will take approximately 2-4 weeks to complete following VEFI's receipt of such written notice from the City. Upon VEFI's receipt of such written notice, VEFI will reevaluate the total estimated cost provided in Paragraph 1 above and will provide the City with any revisions to same (both increases and/or decreases for each cost component). If at any subsequent time during the relocation work it is determined that any component of the total estimated cost under this Paragraph 2 might potentially be exceeded due to unforeseen circumstances and additional costs, VEFI will notify the City within five (5) business days or within forty-eight (48) hours of becoming aware of such unforeseen circumstances and additional costs and provide a revised total estimated cost to the City.
3. The City will tender payment of the total estimated cost to VEFI within ten (10) days prior to the commencement of any work. VEFI will use such funds to timely pay invoices associated with the relocation project. VEFI agrees to provide the City with copies of all invoices and payments (including those arising from any unforeseen circumstances and additional costs) associated with the relocation project. Following the completion of all relocation work, the City agrees to tender payment to VEFI in the amount of the remaining balance due within thirty (30) days of receipt of the final invoices from VEFI.
4. The City will provide, guarantee, build (if necessary), and maintain an all-weather road access to VEFI's wellsite (6" compacted gravel road). The cost of this road and the materials and labor associated with same is not included in the cost estimate above and the City agrees to assume full responsibility and payment of all costs associated with this access road.
5. In the event future repairs are needed on the flowline, the City will provide VEFI with full and unlimited access to the flowline. The City further agrees to provide VEFI with the engineer's plans for the location of the landfill.
6. The City will provide a minimum buffer zone of at least fifty feet (50') from VEFI's Well site and the landfill's waste mass.
7. The City agrees to enter into and grant, or obtain any necessary Right-of-Way and Easement Agreements ("Easements") for VEFI's pipeline in favor of Vernon E. Faulconer, Inc., as grantee, prior to the beginning of any relocation work. Such Easements will be "paid-up" Easements. The City agrees to assume any and all costs associated with obtaining such Easements and further agrees to deliver all Easements to VEFI free of all costs. The City agrees to provide VEFI with copies

of all Easements and obtain VEFI's approval of such Easements prior to executing and recording same.

8. The City agrees to reimburse VEFI for any and all expenses necessarily incurred by VEFI as a result of this relocation project, including but not limited to expenses related to shut-in payments (approximately \$638.49 per year) and any lost revenues from production that otherwise would have been received by VEFI absent the relocation project. VEFI will notify the City within five (5) business days or within forty-eight (48) hours of its determination that any such additional expenses may be incurred and provide a reasonably detailed cost estimate to the City. VEFI and its consultants, contractors, subcontractors, and other persons acting on its behalf will use all commercially reasonable means of expeditiously completing the relocation project and minimizing the amount of such additional expenses. VEFI agrees to provide the City with copies of all invoices and payments associated with such additional expenses. Following the completion of all relocation work, the City agrees to tender such payment to VEFI within thirty (30) days of receipt of the final invoice from VEFI.
9. Unless otherwise notified prior to the commencement of any work, this Agreement will serve as the written agreement between the City and VEFI.
10. **TO THE EXTENT PERMISSIBLE UNDER EXISTING LAW, THE CITY AGREES TO INDEMNIFY AND HOLD VERNON E. FAULCONER, INC., FAULCONER ENERGY JOINT VENTURE-1988, LLP, AND ITS AND THEIR AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, SUBSIDIARIES, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS, (COLLECTIVELY "INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, LOSSES, AND/OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER EXPENSES OF LITIGATION) (COLLECTIVELY "CLAIMS") ARISING FROM, RELATED TO, OR IN ANY WAY ASSOCIATED WITH THE RELOCATION WORK, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE CAUSED TO THE YOUNGBLOOD GAS UNIT NO. 1 WELL (API NUMBER 42-215-00863) (THE "WELL") OR ANY FLOWLINES OR EQUIPMENT ASSOCIATED WITH THE WELL, AND FOR ANY LOST REVENUES FROM PRODUCTION BY THE WELL THAT OTHERWISE WOULD HAVE BEEN RECEIVED BY INDEMNITEES ABSENT SUCH DAMAGE.**
11. The City agrees to pay for any damages caused to VEFI's pipeline, VEFI's Well, equipment, or related facilities associated with the relocation of VEFI's pipeline. The City hereby agrees to pay in accordance with Paragraphs 1-3 above the cost

for a performance bond to be obtained in favor of the City ("Bond") in the amount of Sixty Thousand and No/10 Dollars (\$60,000.00) further guaranteeing the proper performance of all relocation work associated with the City's request. The Bond shall not have an expiration or termination date, but shall remain in full force and effect until such time as the relocation work and obligations outlined in this Agreement have been fully performed and discharged, as determined by VEFI. Not later than one (1) year after the completion of the relocation work, the City will terminate the Bond and this Agreement will expire.

12. Until this Agreement is accepted and executed by a duly authorized officer of the City, the proposal, terms, and conditions outlined herein are further subject to revision and final approval by VEFI's management.

Should you have any questions, please contact Alyssa Kerr of our office at (903) 581-4382, ext. 253, or by email at [akerr@vefinc.com](mailto:akerr@vefinc.com)

This Agreement shall be effective upon the City's acknowledgement of receipt and acceptance of the terms outlined herein when executed by a duly authorized officer or authorized representative of the City in the space provided below, and upon VEFI's receipt of an original, executed counterpart of this Agreement.

Sincerely,



Jean Crawley  
Vice President

**ACKNOWLEDGED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

**THE CITY OF EDINBURG**

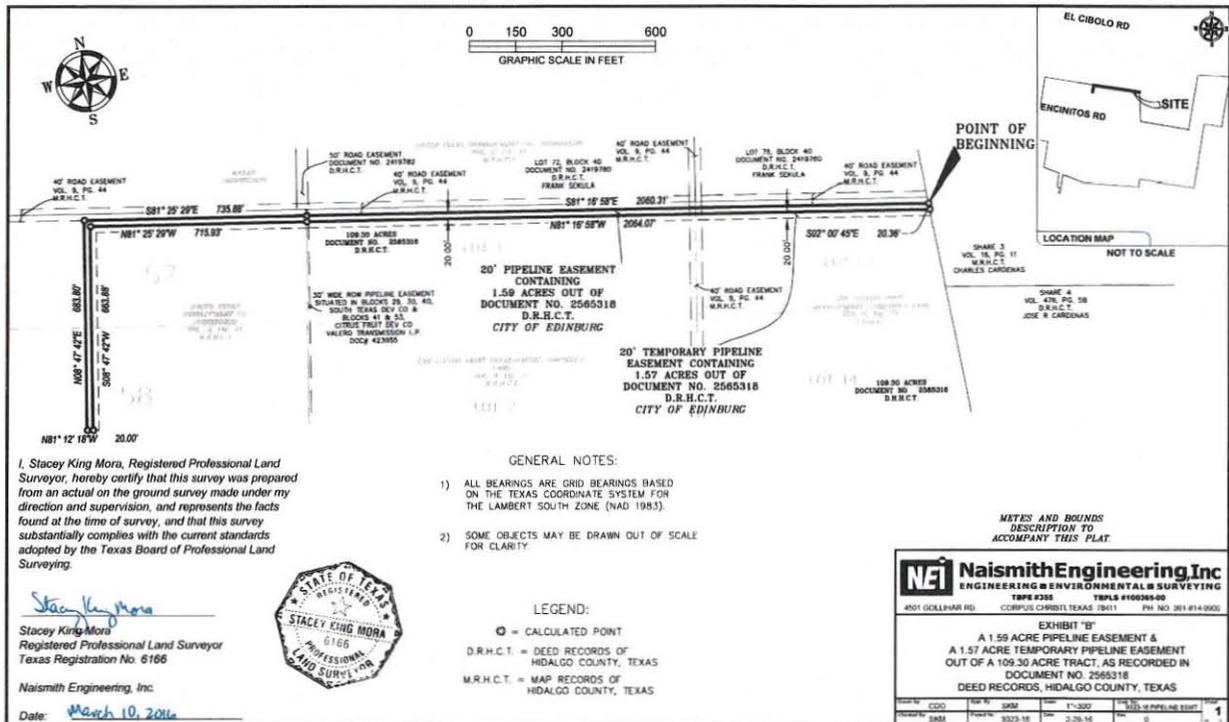
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

Attached to and made a part of that certain letter agreement dated September 29, 2016 by and between the City of Edinburg and Vernon E. Faulconer, Inc.



**20' PERMANENT PIPELINE EASEMENT  
LEGAL DESCRIPTION  
1.59 ACRE TRACT**

**BEING** a 20 foot wide Pipeline Easement being out of a 109.30 acre tract of land as described in a deed recorded in Document No. 2565318, Deed Records Hidalgo County, Texas, and being more particularly described as follows:

**BEGINNING** at a calculated point in the south right of way of a 40' road platted yet unopened road, of the Citrus Fruit Development Company's Land, as shown on a map recorded in Volume 9, Page 38, Map Records Hidalgo County, Texas, said calculated point also being in the west line of Share 3, as described in a deed recorded in Volume 16, Page 11, Map Records Hidalgo County, Texas, and the east line of said 109.30 acre tract, for the northeast corner of the herein described tract; from **WHENCE** the northeast corner of the said 109.30 acre tract bears North 02°00'45" West, a distance of 20.36 feet.

**THENCE** South 02°00'45" East, with the common line of said Share 3 and said 109.30 acre tract, a distance of 20.36 feet to a calculated point for a corner of the herein described tract;

**THENCE** North 81°16'58" West, parallel to and 20.00 feet south of the south right of way line of the platted yet unopened road, a distance of 2064.07 feet to a calculated point for an interior corner of the herein described tract;

**THENCE** North 81°25'92" West, parallel to and 20.00 feet south of the south right of way line of the platted yet unopened road, a distance of 715.93 feet to a calculated point for a corner of the herein described tract;

**THENCE** South 08°47'42" West, a distance of 663.88 feet to a calculated point for the southeast corner of the herein described tract;

**THENCE** North 81°12'18" West, a distance of 20.00 feet to a calculated point for the southwest corner of the herein described tract;

**THENCE** North 08°47'42" East, a distance of 683.80 feet to a calculated point on the south right of way line of the said platted yet unopened road, and for the northwest corner of the herein described tract;

Mr. Richard M. Hinojosa, City Manager  
THE CITY OF EDINBURG  
September 29, 2016  
Page 7

**THENCE** South  $81^{\circ}25'29''$  East, with the south right of way line of the platted yet unopened road, a distance of 735.88 feet to a calculated point on the south right of way line of said unopened road, for a corner of the herein described tract;

**THENCE** South  $81^{\circ}16'58''$  East, with the south right of way line of the platted yet unopened road, a distance of 2060.31 feet to the **POINT OF BEGINNING** and containing 1.59 acre of land.

NOTE:

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983.

Stacey King Mora

Stacey King Mora, RPLS  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith Engineering, Inc.  
TBPE F#355 TBPLS F# 100395-00



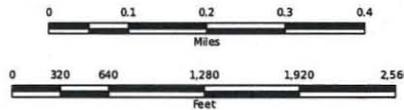
Date: March 10, 2016



the blue line indicates our currently proposed landfill operations zone, does not mean that this is the delineation of the excavation but does indicate an area where we will operate.. the pink line is the proposed realignment of your line.. we are entertaining a 10 feet easement in this area which will be within our 50 foot buffer zone

July 29, 2013

1 inch = 752 feet



NOTICE/DISCLAIMER: Mapping data sets are provided for informational purposes only. These data sets are continuously being updated and refined. Users are responsible for checking the accuracy, completeness, currency, and/or suitability of these data sets themselves. This is not a survey grade product and should not be used to define or establish survey boundaries.

Source: RRC Public GIS Viewer

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Approval of an Amendment to the Waste Disposal Agreement Between City of Edinburg and Waste Management of Texas, Inc., to Amend their Current Waste Acceptance Operational Schedule to Allow for Extended Delivery Times and Wavier of the Fees Associated with Extended Delivery Times. [Ramiro L. Gomez, Director Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On March 2, 2016, the City Council authorized the City Manager to enter into an Interlocal Agreement with Waste Management of Texas, Inc. for disposal services of non-hazardous Solid Waste. This agreement encompassed a Ten Year (10) term at mutually agreed rates.

Waste Management has expressed a concern that their current workload is being decreased due to the constraints of the time their contract allows for delivery to the landfill without incurring penalties to their load. The current rate structure for "Off Hour" deliveries has a markup of 120% of the total ticket.

Waste Management of Texas is now requesting that Paragraph C of Section I be amended to allow for early and extended disposal arrival times at the landfill. Currently the agreement allows for the receipt of their Waste Stream from the Hours of 7:00 am to 5:00 pm Monday through Friday and 8:00 am to 2:00 pm on Saturdays. Therefore, Waste Management would like to amend this section and extend their current delivery hours from 6:00 am to 6:00 pm Monday thru Friday in order to offer those extended hours of service to their customers thereby increasing their current landfill utilization.

This added volume of waste will have little to no impact on the overall life expectancy of the Landfill. This amendment will not change any other terms, rates or conditions of the Agreement.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter Into an Amendment to the Waste Disposal Agreement Between City of Edinburg and Waste Management of Texas, Inc., to Amend their Current Waste Acceptance Operational Schedule to Allow for Extended Delivery Times and Wavier of the Fees Associated with Extended Delivery Times.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/ Ramiro L. Gomez, Jr.  
Ramiro Gomez  
Director of Solid Waste Management

\*\*\*\*\*

**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



**WASTE MANAGEMENT**

1777 NE Loop 410, Suite 1001  
San Antonio, TX 78217



Ramiro Gomez  
Solid Waste Director  
City of Edinburg, Texas

September 12, 2016

Mr. Gomez,

Waste Management has enjoyed a long-term partnership with the City of Edinburg over the last few decades and look forward to a continued relationship well into the future. As our business continues to grow, we are finding it difficult to fulfill the needs of our customers and stay within the current working hours of the Edinburg Landfill.

As per your conversation with Jaime Lopez, we respectfully ask if an exception can be made allowing us to use landfill between the hours of 6:00 a.m. and 6:00 p.m. without additional fees.

Your consideration is very much appreciated.

Sincerely,

A handwritten signature in black ink that reads 'Albert R. Perez'.

Albert R. Perez  
Waste Management of Texas, Inc.  
Public Sector Mgr. III  
210-279-6350  
aperez@wm.com

*From everyday collection to environmental protection, Think Green®. Think Waste Management.*



This First Amendment to the Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Waste Management of Texas, Inc.**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_

**CITY OF EDINBURG**

BY: \_\_\_\_\_

Richard M. Hinojosa,  
City Manager

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_

Myra L. Ayala Garza,  
City Secretary

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON

BY: \_\_\_\_\_

City Attorney

**ATTACHMENTS:** Exhibit A, Waste Disposal Agreement

**EXHIBIT "A" TO FIRST AMENDMENT TO THE WASTE DISPOSAL AGREEMENT  
BETWEEN CITY OF EDINBURG AND WASTE MANAGEMENT OF TEXAS, INC.**

**Waste Disposal Agreement Dated March 2, 2016**



**NOW, THEREFORE**, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, **Edinburg** and **Waste Management** agree as follows:

## **I. OBLIGATIONS OF CITY OF EDINBURG**

**A. Type of Waste.** During the term of this Agreement, **Edinburg** shall accept for disposal at the Landfill all of the non-hazardous municipal solid waste delivered to the Landfill by **Waste Management**, including, but not limited to, trash, scrap food, leaves, grass, brush, bottles, cans, cardboard boxes, glass, and small dead animals (hereinafter said acceptable solid waste referred to as "Waste Material"), but excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous waste ("Excluded Waste"). In addition, **Edinburg** will not accept for disposal any liquid waste, or any article exceeding one (1) cubic yard in size, or any matter in violation of its operating permit. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency ("EPA") or any agency of the State of Texas pursuant to the Resource Conservation and Recovery Act of 1976, as amended and including future amendments thereto, and any applicable state or federal regulations or laws. Title to the Waste Material delivered to the Landfill shall be transferred to and rest with **Edinburg** at the time the Waste Material is unloaded at the working face of the Landfill. All risks and responsibilities of the Waste Material shall be borne by **Waste Management** until the time the waste is unloaded at the working face. **Waste Management** shall take all reasonable measures within their collection routes to avoid and/or minimize the possible collection of Excluded Waste. In the event that Excluded Waste is delivered to the Landfill as a result of **Waste Management's** negligence or willful misconduct, it shall be the sole responsibility of **Waste Management**, under **Edinburg's** direction or its representative, to contract the removal, hauling and disposal of the Excluded Waste to an approved disposal site at the expense of **Waste Management**. In the event that fines are levied against the **City of Edinburg** due to **Waste Management's** noncompliance with the provisions of this **Section I(A)**, it will be **Waste Management's** responsibility to incur such costs.

**B. Compliance.** **Edinburg** agrees to accept from **Waste Management** for disposal at the

Landfill all Waste Material delivered by **Waste Management. Edinburg** agrees to operate the Landfill in compliance with all applicable laws and regulations.

**C. Hours of Operation.** The minimum hours of operation of the Landfill shall extend from 7:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 2:00 p.m. on Saturdays. **Edinburg** agrees to accept Waste Material transported by **Waste Management** to the Landfill at all other times, at the request of **Waste Management** under emergency circumstances, subject to payment by **Waste Management** of an additional sum per ton for such "off-hour" operations as hereinafter provided in **Section II(D)**.

## II. OBLIGATIONS OF WASTE MANAGEMENT

**A. Rates for Disposal.** **Waste Management** agrees to deliver to the Landfill, for disposal, a minimum average of 6,250 tons of Waste Materials per month per contract year, or a total of 75,000 tons of combined Waste Material per contract year (the "Minimum Annual Tonnage"). Individual vehicle net weight for billing shall be based on tare weight, at a negotiated rate of **\$17.75 per ton**. In the event **Waste Management** fails to deliver to the Landfill the Minimum Annual Tonnage during any contract year, then, within thirty (30) days after the end of each contract year, **Waste Management** shall pay to **Edinburg** a sum equal to the shortfall tonnage (Minimum Annual Tonnage minus tonnage delivered that year multiplied by **\$19.00 per ton**). **Waste Management** agrees to pay **Edinburg** the following sums for such disposal:

- |                                                                        |                         |
|------------------------------------------------------------------------|-------------------------|
| ➤ <b>Municipal Solid Waste / CD-Brush</b>                              | <b>\$17.75 per Ton</b>  |
| ➤ <b>Tires identified from Waste Management of Texas' waste stream</b> | <b>**see item below</b> |

**\*\* Cost per tire will be set at the rate set by our yearly negotiated contract with a third party vendor for tire disposal times 25% = Cost per tire**

Class II, RACM, dry sludge's, or other regulated wastes for which **Edinburg** possesses TCEQ acceptance authorization may be accepted at a rate formally approved by letter of agreement by both entities.

The parties acknowledge that **Waste Management's** ability to meet the Minimum Annual Tonnage is contingent upon **Waste Management's** contract with the City of Pharr

that designates **Waste Management** as the exclusive Waste Material hauler for all waste generated within the City of Pharr. The parties agree that if **Waste Management** loses, for any reason, its Waste Material collection and hauling contract with the City of Pharr, then the Minimum Annual Tonnage will be adjusted downward commensurate with the amount of Waste Material tonnage associated with the City of Pharr contract. If such contract loss occurs during a calendar year, the Minimum Annual Tonnage decrease will be prorated for that year.

**B. Adjustments to Rates.** Beginning on January 1, 2017 and continuing on January 1 of every subsequent year thereafter during the remainder of this Agreement, the rates for disposal provided for in **Section II(A)** above may be adjusted based on the percentage change in the CPI Index pursuant to the rise or fall of the Consumer Price Index ("CPI Index") for All Urban Consumers; U.S. City Average; All Items, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The annual increases or decreases shall be applied on January 30 of each year beginning on January 1, 2017; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice (which notice shall include evidence of such rise in the CPI Index) from **Edinburg** to **Waste Management** in order that **Waste Management** may prepare for rate adjustments accordingly. Additionally, beginning on January 1, 2017, the disposal rates provided for in **Section II(A)** above may be adjusted (in the same manner as provided for above relating to adjustments based on the CPI Index), on an annual basis, to reflect any changes in local, state or federal regulations governing the operation of the Landfill that become effective or are implemented after the execution and delivery of this Agreement, and any new taxation or extraordinary factors relevant to the operation of the Landfill.

**C. Transportation Costs.** **Waste Management** shall pay all costs necessary to collect and transport the Waste Material to the Landfill.

**D. Off-Hours Disposal.** **Waste Management** shall pay **Edinburg** an amount per ton of Waste Material disposed of at the Landfill during off-hours at a rate equal to 120 percent of the normal contract rate in effect at such time. Off-hour rates shall not apply under a natural disaster emergency, provided **Edinburg** has authorization from TCEQ for such emergency situation.

### III. TIME OF BILLING AND PAYMENT

**Edinburg** shall bill **Waste Management** for all amounts due hereunder at the end of the month in which services are performed. Payment shall be made by **Waste Management** no later than forty-five (45) days following receipt of said invoice.

### IV. TERM OF AGREEMENT AND TERMINATION

**A. Term.** This Agreement shall be for an initial term beginning on **January 1, 2016** and continuing in full-force and effect through **December 31, 2026** (the "Initial Term"). This Agreement shall automatically be extended for two additional five (5) year terms at mutually agreed upon rates, unless either party notifies the other party in writing, not less than ninety (90) days prior to the expiration of the Initial Term or renewal term, of its intention not to renew this Agreement.

**B. Termination.** This Agreement may be terminated prior to the end of the Initial Term or any renewal term by mutual written agreement of the parties. This Agreement shall terminate automatically if: **(1)** the Landfill is filled to capacity; **(2)** for any reason whatsoever, **Edinburg** is permanently prevented from accepting Waste Material for disposal at the Landfill due to causes over which it has no control; **(3) Waste Management** through a merger, acquisition, sale or or swap, no longer owns or operates the solid waste collection and hauling business that was delivering waste to the Landfill, or **(4) Waste Management** is prohibited by any federal, local, or state law, regulations, ordinance or rule from disposing of Waste Material at the Landfill. Additionally, if **Waste Management** fails to promptly make payments for amounts due hereunder, or if either party shall violate any laws, ordinances or governmental regulations or materially breach any provisions of this Agreement, either party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has: **(i)** failed to cure such breach within thirty (30) days after its receipt of such notice, or **(ii)** if such breach cannot be cured within thirty (30) days, failed to commence curing such breach and diligently pursuing such cure within thirty (30) days after its receipt of such notice.

## V. INSURANCE

A. **Edinburg's Obligations.** Edinburg shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the minimum amount of \$500,000 (with a deductible thereunder of not more than \$250,000), covering the operation and maintenance of the Landfill. If requested, Edinburg shall furnish **Waste Management** with a certificate evidencing such insurance coverage. **Edinburg** shall notify **Waste Management** of the cancellation of or any material change in such insurance coverage.

B. **Waste Management's Obligations.** **Waste Management** shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the amount of \$500,000 (with a deductible thereunder of not more than \$250,000), covering **Waste Management'** transportation of the Waste Material. If requested, **Waste Management** shall furnish **Edinburg** with a certificate evidencing such insurance coverage. **Waste Management** shall notify **Edinburg** of the cancellation of or any material change in insurance policy.

## VI. DEFENSE, HOLD HARMLESS AND INDEMNITY CLAUSE

A. **General Indemnification of Edinburg.** **Waste Management** shall fully defend, indemnify and hold harmless **Edinburg** and its officers, directors, employees and agents against and in respect of any and all costs, losses, damages, deficiencies, expenses or liabilities (including court costs and reasonable attorneys' fees and expenses), suffered or paid, to the extent caused by: (a) any failure by **Waste Management** to perform or otherwise fulfill its obligations under this Agreement; (b) any breach of any representation or warranty made by **Waste Management** in this Agreement or in any certificate, document or instrument given pursuant hereto or in connection herewith; or (c) **Waste Management'** negligence or willful misconduct.

B. **General Indemnification of Waste Management.** **Edinburg** shall fully defend, indemnify and hold harmless **Waste Management** and its successors, assigns, officers, directors, employees and agents against and in respect of any and all costs, losses, damages, deficiencies, expenses or liabilities (including court costs and reasonable attorneys' fees and

expenses), suffered or paid, to the extent caused by: **(a)** any failure by **Edinburg** to perform or otherwise fulfill its obligations under this Agreement; **(b)** any breach of any representation or warranty made by **Edinburg** in this Agreement or in any certificate, document or instrument given pursuant hereto or in connection herewith; or **(c)** **Edinburg's** negligence or willful misconduct.

**C. Waste Material Indemnification.** **Waste Management** shall defend, indemnify, and hold harmless **Edinburg** from any and all losses, liabilities, damages, claims, penalties, fines or litigation expenses arising from and caused by delivery and disposal of Excluded Waste at the Landfill as a direct result of **Waste Management's** negligence or willful misconduct.

## **VII. INDEPENDENT STATUS**

It is agreed and understood that each party hereto is considered an independent contractor. Any joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either expressly or impliedly, a joint venture or partnership.

## **VIII. SUCCESSORS AND ASSIGNS**

**Edinburg** and **Waste Management** each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither the **Edinburg** nor **Waste Management** shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

## **IX. FORCE MAJEURE**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to, strikes, riots, war, fire, acts of God or weather.

## **X. GENERAL AND ADMINISTRATIVE PROVISIONS**

**A. Authority.** Each party represents to the other that this Agreement, the transaction contemplated herein, and the execution and delivery hereof, has been duly authorized by all necessary proceedings and actions.

**B. Time Limit.** Time is of the essence of this Agreement; and accordingly, all time limits shall be strictly construed and enforced.

**C. No Waiver.** The failure or delay in the enforcement of the rights detailed therein shall not constitute a waiver of those rights or be considered as a basis for stopple. The parties may exercise their rights herein despite said delay or failure to enforce said rights.

**D. Paragraph Headings.** The paragraph headings used herein are descriptive only and shall have no legal force or effect whatsoever.

**E. Incorporation of Recitals.** The parties hereby agree that the statements set forth in the Recitals of this agreement are true and correct and hereby incorporate such recitals as a part of this agreement.

**F. Severability and Survival.** Should any provision of this Agreement become inoperable because of any change in statute, law, regulation, legal process or decision, or other reasons, the elimination of that provision shall not affect the operation of the balance of this Agreement, which shall continue in force unabated except in accordance with other termination provisions contained herein; provided, however, if removal of the invalid provisions destroys the legitimate purposes of this Agreement, this Agreement shall be terminated. The provisions of **Section I(A), V(A), V(B), VI(A), VI(B) and VI(C)**, shall specifically survive the expiration or termination of this Agreement and any renewal thereof.

**G. Notices.** All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party to whom notice is to be given at the address set forth below or to such address as either party hereto may designate to the other by notice from time to time for this purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

**H. Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same.

## XI. ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

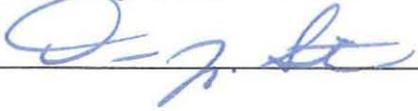
A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

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.

IN WITNESS WHEREOF, EXECUTED by the City of Edinburg and Waste Management of Texas, Inc., acting under the authority of their perspective governing bodies in duplicate originals on the date indicated below.

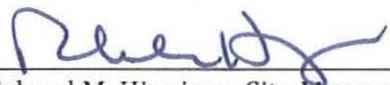
Waste Management of Texas, Inc.

BY: 

NAME: Dorn J. Smith

DATE: 3-4-16

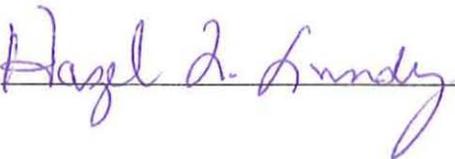
CITY OF EDINBURG

BY: 

Richard M. Hinojosa, City Manager  
City of Edinburg

DATE: 3-2-16

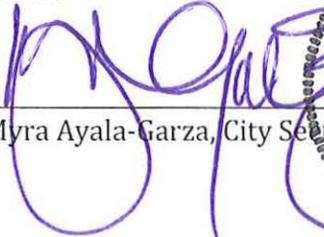
ATTEST:

BY: 

APPROVED AS TO FORM:

BY: \_\_\_\_\_

ATTEST:

BY: 

Myra Ayala-Garza, City Secretary



APPROVED AS TO FORM:

BY:   
City Attorney, City of Edinburg

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Enter into an Engineering Agreement with Golder Associates, Inc., for Ground Water Sampling, Analysis and Reporting; Construction Quality Control and Assurance; Construction Surveying; Technical/Construction Oversight, Site Evaluation, Reporting Assistance to the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations in the Amount Not-to-Exceed \$400,765. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Staff is requesting consideration authorizing the City Manager to enter into an engineering agreement with Golder Associates, Inc. of Houston, Texas, for Edinburg's Regional Sanitary Landfill Facility.

The agreement encompasses all services necessary to conduct our groundwater and leachate analysis and reporting; along with their submittals to the Texas Commission on Environmental Quality, as required by Title 30 of the Texas Administrative Code; Chapter 330 and its subsequent subchapters. The agreement also includes all services necessary for the City to proceed with the construction of Disposal Cell SD-6A, which encompasses all necessary Engineering Services, Surveying, Construction Documents/Drawings and Construction/Material Quality Control/Assurance Certification Reports as required by Title 30 of the Texas Administrative Code Chapter 330, Subchapter H, Liner Systems Design and Operation.

The agreement further includes technical and construction/operational assistance (General Services) to Landfill Personnel; all of the services listed provide assurance that our operation and construction activities are compliant with our current state and federal operating permit obligations and safe operating standards thus insuring operational compliance, public health and safety. Staff foresees the importance of sustaining continuity in the understanding and application of operational requirements for continued landfill development. Golder Associates, Inc. of Houston, Texas, who is currently providing environmental engineering services to Edinburg's Regional Sanitary Landfill, is being recommended for this project due to their familiarity with the operation and its permit requirements, with an amount not to exceed \$400,765.

Staff has verified that no taxes are owed to the City and that funding is available in the Solid Waste Management 2016-2017 Operating Budget.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter into an Engineering Agreement with Golder Associates, Inc., for Ground Water Sampling, Analysis and Reporting; Construction Quality Control and Assurance; Construction Surveying; Technical/Construction, Site Evaluation, Reporting Assistance to the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations, Pending Approval of Final Form by City Manager and City Attorney in the Amount Not-to-Exceed \$400,765.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/ Ramiro L. Gomez, Jr.  
Ramiro Gomez  
Director of Solid Waste Management

\*\*\*\*\*

**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

**STATE OF TEXAS           \***

**COUNTY OF HIDALGO    \***

**CITY OF EDINBURG       \***

**ENGINEERING AGREEMENT –  
GROUNDWATER,  
GAS SAMPLING AND ANALYSIS,  
CQQ SURVEYING FOR REGIONAL  
SANITARY LANDFILL  
DEVELOPMENT**

The City of Edinburg, Hidalgo County, Texas, a Municipal Corporation, (hereinafter called City), and Golder Associates Inc. (hereinafter called Engineer), are the parties to this engineering agreement.

**RECITALS**

**WHEREAS**, the City of Edinburg has agreed to obtain Environmental Engineering Services for review of City Landfill Permit and recommendations toward City of Edinburg Regional Sanitary Landfill Development; and

**WHEREAS**, the Engineer is duly licensed and registered to practice Engineering in the State of Texas, has the professional knowledge and abilities to undertake the study, evaluation, analysis, design, and recommendations in a manner which shall provide the necessary public services while preserving and enhancing to the greatest degree possible the natural environment in the Project area; and

**WHEREAS**, the City desires to engage the Engineer to render general services in connection therewith:

**NOW, THEREFORE**, City and Engineer do mutually agree as follows:

**SECTION I  
EMPLOYMENT OF ENGINEER**

City agrees to employ Engineer to furnish and provide the engineering services, as stated in the following sections. Upon receipt of such satisfactory services, City agrees to pay Engineer as stated in the sections to follow.

**SECTION II  
BASIC SERVICES OF ENGINEER**

The Engineer 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  
CITY'S RESPONSIBILITIES**

City will facilitate Engineer's work by the following tasks:

1. Provide Engineer with full information as to requirements for each project.
2. Assist Engineer by providing all available information pertinent to each Project including previous reports and any other data related to the Project.
3. Furnish Engineer services or data outlined in Exhibit A, as required such as appropriate professional interpretations, utility surveys, zoning and deed restrictions; and other special data or consultations.
4. Facilitate access to and make provisions for Engineer to enter upon public and private property as required for Engineer to perform its services.
5. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
6. Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in the Services.
7. Direct Engineer, if necessary, to provide or to subcontract Additional Services by written authorization.

**SECTION IV  
RESPONSIBILITIES OF ENGINEER**

A. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. If this Agreement involves environmental measures or data generation, the Engineer shall develop and implement a quality assurance program of policies, procedures, specifications, standards, and documentation which will produce data of quality adequate to meet each of the project objectives and will minimize loss of data. The Engineer

shall keep the City informed of the performance of the Engineer's duties under this Agreement. The Engineer shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports or other services.

B. The Engineer shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable State or Federal requirements in effect on the date of execution.

C. The City's or State's review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the Engineer of responsibility for the technical adequacy of the work. Neither the City's nor State's review, approval or acceptance of, nor payment for any services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. The Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Engineer's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the City or City-furnished data. The Engineer shall not be responsible for any time-delays in any project caused by circumstances beyond the Engineer's control.

E. The Engineer's obligations under this clause are in addition to the Engineer's other express or implied assurances under this Agreement or state law and in no way diminish any other rights that the City may have against the Engineer for faulty materials, equipment, or work.

F. All drawings and plans become property of the City of Edinburg.

## SECTION V PAYMENT AND FEES

City agrees to pay engineer, for design, specifications, and services herein contracted for as follows:

A. Payment for basic services shall be on a reimbursement basis in accordance with **Exhibit A**, except that the total compensation to Engineer shall not exceed \$400,765.00

B. INVOICE - Invoice shall be completed in accordance with City regulations.

C. City will approve and inspect all work submitted and authorize all payments made under every project.

## **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**

Engineer contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. Work will continue until each project is declared technically complete by the City staff.

## **SECTION VIII PENALTY CLAUSE**

Engineer contracts and agrees to complete the design and other related work in accordance with **Exhibit A**, after authorization to proceed, granted by this signed Agreement. A portion of the contract amount, not to exceed fifty (50) dollars per day will be deducted for each day the work is late. This amount will not exceed the remaining balance due. These penalty fees will be charged when the work is not completed on the stated time of performance. An exception to the foregoing is allowed as a result of delays caused by changes to the final design plans as requested by the City, or delays by regulatory agencies.

## **SECTION IX AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION**

A. The Engineer shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Engineer shall also maintain the financial information and data used by the Engineer in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books,

records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Engineer during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Engineer for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Engineer until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or
2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. if the Agreement is terminated for default or for convenience.

## **SECTION X TERM OF AGREEMENT**

The term of this Agreement shall be from the day of agreement signatures and shall continue until the completion of each Project.

## **SECTION XI TERMINATION**

A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days written notice, upon payment to Engineer for services rendered and obligations incurred to date, according to this contract.

B. Engineer will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this Agreement, whether

completed or in process.

C. Upon termination under paragraph A above, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

## **SECTION XII ALTERNATIVE DISPUTE RESOLUTION/NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement of the breach, termination or validity thereof shall, upon written request of either part, 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 XIII MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Engineer 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 -
- |                 |                                                      |
|-----------------|------------------------------------------------------|
| Bodily injury   | \$ 250,000 each person<br>\$ 500,000 each occurrence |
| Property damage | \$ 100,000 each occurrence<br>\$ 100,000 aggregate   |
| Or              | \$ 500,000 combined single limits                    |



4. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
  
5. Executive Order 11246 (paragraph a - c for contracts under \$10,000; paragraphs a - g for contracts over \$10,000) - Equal Employment Opportunity. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

## SECTION XV DEBARMENT PROHIBITION

The Engineer agrees, that at the time of execution of this Agreement that neither the Engineer

nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

#### **SECTION XVI INDEMNIFICATION**

- A. Engineer agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorneys fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent operation of the Engineer, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Engineer agrees to assist City in defense of claims or litigation brought against the City related to each project.

#### **SECTION XVII CHANGES**

- A. The City may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Engineer's cost or time required to perform any services under this Agreement, whether or not changed by any order, the City shall make an equitable adjustment and modify this Agreement in writing. The Engineer must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment.
- B. No services for which the Engineer will charge an additional compensation shall be furnished without the written authorization of the City.

#### **SECTION XVIII SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**SECTION XIX  
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 XX  
SUCCESSORS AND ASSIGNS**

City and Engineer each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

**SECTION XXI  
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.

EXECUTED by the parties in duplicate originals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF EDINBURG**

BY: \_\_\_\_\_  
Richard M. Hinojosa - City Manager  
City of Edinburg  
415 W. University Drive  
Edinburg, TX 78539

ATTEST:

By: \_\_\_\_\_  
Myra L. Ayala-Garza, City Secretary

APPROVED AS TO FORM:

Palacios, Garza & Thompson, P.C.

BY: \_\_\_\_\_  
City Attorney

GOLDER ASSOCIATES INC.

BY: \_\_\_\_\_  
Charlie Dominguez, Associate



## Scope of Services

This proposal is submitted in response to your verbal request for proposal. Golder Associates Inc. (Golder) is pleased to submit the following scope of services to provide certain professional services at the Edinburg Sanitary Landfill TCEQ Permit MSW-956B and the Type IV Municipal Solid Waste Facility TCEQ Permit MSW-2302 for Q4 2016 and Q1 2017.

### 0001 CELL 5B CONSTRUCTION

This proposed project phase is related to Cell 5B Construction and its components.

#### 1 Bid Specifications and Drawings

This task consists of preparing a bid and specification package for the construction of Cell 5B in the Edinburg Sanitary Landfill, TCEQ Permit MSW-956B. The bid package will include construction drawings containing subgrade, leachate collection system, and protective cover plans as well as liner system details; construction quantities, and contract documents. This task also includes distribution of the bid document packages and up to three addenda to the package. A preconstruction survey will be required to determine excavation and structural fill quantities required for the bid package.

#### 2 Pre-Bid and Bid Opening

This task include applicable expenses and time for Golder personnel to prepare for and chair the pre-bid meeting, review, and reply to information requests by prospective bidders, issue addenda and attend the bid opening at City Hall. In addition, it includes review and qualification of bids submitted, tabulation of bids and recommendations to the City for award of the project.

#### 3 Structural Fill Placement and Subgrade Preparation

Golder will provide qualified construction quality assurance (CQA) personnel to observe and document the placement of structural fill and subgrade preparation during construction of Cell 5B. The amount of structural fill required is estimated to be 18,000 CY; assuming 8,500 CY of structural fill may be placed in a week, the duration of structural fill placement is assumed to be 3 weeks, 6 days per week, 10 hours per day.

In accordance with the permitted Soils and Liner Quality Control Plan (SLQCP), Proctor tests will be performed at a frequency of no less than one test per 5,000 CY of fill, and field moisture/density tests will be conducted at least once every 15,000 square feet per lift of fill paced.

Upon completion of the fill placement and compaction, the ground surface will be fine-graded and maintained to facilitate installation of the liner system.

#### 4 Geosynthetic and Protective Cover Monitoring

The Cell 5B liner system will consist of the following components:

- Reinforced geosynthetic clay liner (GCL)
- 60 mil textured high density polyethylene (HDPE) geomembrane
- Leachate collection system
  - double-sided geocomposite drainage layer
  - centerline drains containing a 6-in diameter, perforated HDPE pipe surrounded by gravel and a nonwoven geotextile layer



- gravel filled sump with an 18-inch diameter HDPE sideslope riser pipe
- Protective Cover
  - 2 feet of on-site soils
  - 2-foot by 4-foot chimney drains (gravel encased in a geotextile layer) on 100-ft centers

The scope of work we propose for the field monitoring of the geosynthetic layers will follow the site SLQCP. In general the CQA services provided by Golder personnel will consist of the following:

- Inventorying the geosynthetic material;
- Documenting GCL and geomembrane deployment;
- Monitoring GCL seam overlap and addition of bentonite to seams;
- Observing and documenting geomembrane welding and non-destructive seam testing;
- Performing destructive tests on the geomembrane seams;
- Documenting all repairs;
- Observing installation of geocomposite drainage layer and leachate collection system components;
- Preparing daily records of work progress on the site; and
- Coordinating data collection with the project surveyor of repairs, geomembrane destructive seam test locations, location of the leachate collector drains, and thickness verification of the protective cover.

As required by the TCEQ, our proposed CQA effort will include observing all aspects of the deployment, welding, and testing operations. As the composite geosynthetic liner system installation progresses, the CQA monitors will designate portions of the cell where our documentation has been completed so that installation of the geocomposite and protective cover material may commence.

It is anticipated based on previous cell construction the duration of geosynthetic installation is 3 weeks and protective cover placement is an additional 3 weeks. Because of the increase in CQA monitoring required for geosynthetic installation, two technicians may be required ensure its integrity. It is anticipated that geosynthetic installation will be 70 hours per week (5 days at 12 hours and 1 day at 10 hours). Protective cover and leachate collection system placement will require 1 technician at 6 days per week at 10 hours per day.

### ***Geosynthetics Laboratory Testing***

Preconstruction conformance testing is conducted to assure that the material delivered meets the permit requirements. Golder has estimated the number of conformance tests based on the required testing frequencies in the SLQCP and the anticipated material quantities. Golder will review all test data to verify conformance with the project specifications.

Destructive testing is conducted on the geomembrane to assure mechanical integrity of the welded geomembrane seams. Destructive testing is typically carried out with one test per 500 linear feet of seam. Based on a 23-ft wide geomembrane panel width and the area of the cells, we have assumed a total of 60 geomembrane destructive test samples for Cell 5B.

We propose to perform preconstruction conformance testing and destructive testing in our accredited Atlanta, Georgia laboratory. With the exception of Sunday, destructive testing results will be available within 24 hours of shipment.



***LCS Drainage Stone Testing***

We estimate one particle size test and one calcium carbonate test will be performed on the gravel material for the leachate collection sump and drains for Cell 5B.

Golder will provide full-time monitoring during protective cover placement to provide documentation that the soil was installed according to the design plans and SLQCP, and placed in a manner that was not detrimental to the integrity of the lining system. The CQA monitor will also provide visual observation of the quality of the protective layer materials. Testing of the protective cover materials will be conducted in accordance with the SLQCP.

**5 CQA Related Surveying**

Golder will provide equipment and personnel needed to prepare the as-built surveys of Cell 5B. These surveys will be used to determine actual pay quantities for the earthworks and geosynthetic components and for as-built/certification drawings for the GCLER and GLER submittal. During fill placement and subgrade preparation, Golder will confirm the contractor's layout stakes and, upon completion of the subgrade, prepare the subgrade record drawing. During installation of the geosynthetics, Golder will obtain necessary information required to produce record drawings of the GCL and geomembrane. Golder will also confirm and provide a record drawing showing that a minimum of 2 feet of protective cover soil has been placed over the liner system.

**0002 MODULE 4 CONSTRUCTION**

This proposed project phase is related to Module 4 Construction and its components. This phase includes only the following tasks. Construction of Module 4 is anticipated to be performed during the Q2 & Q3 2017 semiannual budget.

**1 Bid Specifications and Drawings**

This task consists of preparing a bid and specification package for the construction of Module 4 in the Type IV Municipal Solid Waste Facility, TCEQ Permit MSW-2302. The bid package will include construction drawings containing subgrade, and protective cover plans as well as liner system details; construction quantities, and contract documents. This task also includes distribution of the bid document packages and up to three addenda to the package. A preconstruction survey will be required to determine excavation and structural fill quantities required for the bid package.

**2 Pre-Bid and Bid Opening**

This task include applicable expenses and time for Golder personnel to prepare for and chair the pre-bid meeting, review, and reply to information requests by prospective bidders, issue addenda and attend the bid opening at City Hall. In addition, it includes review and qualification of bids submitted, tabulation of bids and recommendations to the City for award of the project.

**0003 GROUNDWATER ENVIRONMENTAL MONITORING AND COMPLIANCE**

This proposed project phase is related to Groundwater Environmental Monitoring and Compliance.

**1 Type I Semi-Annual Sampling and Testing**

This task includes applicable expenses and time for personnel to travel to the Type I landfill, collection of samples per the TCEQ approved GWSAP and testing of groundwater samples by ALS Laboratories of Houston, Texas to be conducted in Q4 2016 as follows:

- One semi-annual sampling event of the 17 monitoring wells comprising the groundwater monitoring system at the Type I landfill.



## **2 Verification Sampling and Testing**

This task includes applicable expenses and time for personnel to travel to the Type I landfill, collection of samples per the TCEQ approved GWSAP and testing of groundwater samples by ALS Laboratories of Houston, Texas to be conducted in Q1 2017 as follows:

- One verification event of the 17 monitoring wells comprising the groundwater monitoring system at the Type I landfill to respond to any statistical variations in groundwater quality.

## **3 Quarterly Background Sampling and Testing**

This task consists of two quarterly sampling events of the 6 monitoring wells to be installed prior to waste placement in newly constructed Cell 5B.

### **0004 MAINTENANCE AND IMPROVEMENT**

This proposed project phase is related to Leachate Collection System, Electrical Power Installation, and Monitoring Well Installation.

#### **1 Inspection of the Leachate Collection System**

This task consists of two quarterly visits to the Type I landfill to inspect the leachate collection and conveyance system as part of a preventative maintenance program to reduce overall costs to repair and maintain the system.

#### **2 Electrical Power Installation**

This task includes the installation of electrical power to 6 sumps located along the south side of Unit 6.

#### **3 Monitoring Well Installation**

This task includes the installation of 6 monitoring wells as required by permit prior to waste placement in newly constructed Cell 5B.

### **0005 REPORTING**

This proposed project phase is related to Landfill Gas Environmental Monitoring and Compliance.

#### **1 Cell 5B Geosynthetic Clay Liner Evaluation Report**

A Geosynthetic Clay Liner Evaluation Report (GCLER) and a Geomembrane Liner Evaluation Report (GLER) will be prepared for submittal to the TCEQ upon completion of Cell 5B. The reports will contain the information required to demonstrate compliance with the state and federal requirements for the GCL, geomembrane, leachate collection system and protective cover components. The report will include, but not be limited to, the following:

- The completed GCLER and GLER questionnaires required by the TCEQ;
- A description of the project and the procedures used during installation of the GCL, geomembrane liner, leachate collection system and protective cover layer;
- A description of the types and actual number of field and laboratory tests performed to verify the quality and/or properties of the geosynthetic materials and field seams;
- Figures illustrating the site location and record drawings (panel orientation, sheet width, etc.) on which the locations of destructive tests, repairs, etc. will be identified using information gathered in conjunction with the project surveyors;



- A record drawing verifying the thickness of leachate collection system and protective cover.

Detailed documentation of the CQA testing will be presented in the report appendices. These appendices will include separate sections on:

- Installation and CQA personnel;
- Material inventories;
- Resin and roll laboratory QC data sheets;
- Panel deployment summaries;
- Seaming/non-destructive testing summaries;
- Repair summaries; and
- Seam strength destructive test summaries.

This report will be prepared under the supervision of a professional engineer registered in the State of Texas.

## **2 Groundwater Monitoring and Background Reports**

### ***Semi-Annual Groundwater Monitoring Report***

A groundwater monitoring report will be prepared detailing the results of analytical testing performed on the semi-annual groundwater samples collected from the Type I Landfill groundwater monitoring system. Results will be evaluated using Texas Commission on Environmental Quality (TCEQ) Texas Risk Reduction Program (TRRP).

## **3 Groundwater Monitoring Verification and Alternate Source Demonstration Report**

### ***A. Groundwater Monitoring Verification***

A groundwater monitoring report will be prepared detailing the results of analytical testing performed on the semi-annual groundwater samples collected from the Type I Landfill groundwater monitoring system that demonstrated exceedences in constituents above background levels. Results will be evaluated using TCEQ TRRP.

### ***B. Alternate Source Demonstration Report***

An alternate source demonstration report will be prepared detailing the results of analytical testing performed on the semi-annual groundwater verification samples collected from the Type I Landfill groundwater monitoring system that demonstrated exceedences in constituents above background levels. Results will be evaluated using TCEQ TRRP to determine an alternate source of constituents.

## **4 Quarterly Background Monitoring Report**

A background groundwater monitoring report will be prepared detailing the results of analytical testing performed on the quarterly groundwater samples collected from the newly installed Type I Landfill groundwater monitoring wells. Results will be evaluated using Texas Commission on Environmental Quality (TCEQ) Texas Risk Reduction Program (TRRP).

## **5 MW-4A and MW-22 Assessment Reporting**

A MW-4A and MW-22 assessment report will be prepared detailing the statistical analysis of the constituents that demonstrated exceedences above TCEQ requirements.



## **6 Monitoring Well Installation Report**

A monitoring well installation report will be prepared detailing the construction of the newly installed monitoring wells.

## **0006 GENERAL SERVICES**

This proposed project phase is related to general services in support of the City of Edinburg.

### **1 Storm Water Pollution Prevention Plan Inspection**

This task includes applicable expenses and time for personnel to travel to the Type I and Type IV landfills to perform an annual site compliance evaluation in accordance to the facility's approved SWPPP.

### **2 Waste Profile Review**

This task consists of reviewing special waste profiles and associated analytical testing results in accordance with the approved Site Operating Plan to determine if the waste stream can be accepted by the landfill for disposal.

### **3 Airspace Calculations**

This task includes analyzing site specific data regarding incoming waste volumes at the landfill facilities to complete the necessary annual TCEQ forms for waste volume acceptance. The airspace utilization factor (AUF) for both the Edinburg Sanitary Landfill and Type IV Landfill will be calculated so as to aid site management in better utilization of airspace.

### **4 General Services**

Golder Associates Inc. shall provide services in support of the Edinburg Sanitary Landfill and Type IV Landfill to include, but not limited to:

- Meeting with the Director of the Department of Solid Waste Management or designate to discuss questions on Site Operational and Development plans.
- Meetings with other consultants retained by City.
- Recommend proper application of permit requirements when requested.
- Respond to Texas Commission on Environmental Quality compliance items as requested by the Department Director including: volume calculations, procurement of specialized geological assistance, groundwater and soils analysis, and air criteria.
- Represent the City of Edinburg in meetings with Texas Commission on Environmental Quality regulatory agency in the presence of City Staff or as requested and authorized by the Department of Solid Waste Management on issues relating to the Sanitary Landfill.

### **5 Aerial Flyover**

This task includes a flyover aerial survey of both the Type I and Type IV landfills as part of annual reporting and construction cost estimating.

### **6 GEM Certification**

This is the certification of required six month calibration of the City's GEM and a purchase of a GEM 5000.



**Fee Schedules and Cost Estimate**

Golder Associates Inc. (Golder) is pleased to submit the following cost estimate to provide certain professional services at the Edinburg Sanitary Landfill TCEQ Permit MSW-956B and the Type IV Municipal Solid Waste Facility TCEQ Permit MSW-2302 for Q4 2016 and Q1 2017. The table below presents a summary of costs associated for each phase of the scope of services. The prices include all labor, materials, equipment, and personnel to successfully complete each phase item. A spreadsheet is attached detailing cost for each task within each phase. Fees will be billed in accordance with the unit rates therein on a time and material basis.

PROJECT COST SUMMARY					
PHASE		HOURS	LABOR	EXPENSE	TOTAL
0001	Cell 5B Construction	1107	\$104,087	\$56,293	\$160,380
0002	Module 4 Construction	186	\$21,398	\$4,723	\$26,121
0003	Groundwater Environmental Monitoring and Compliance	132	\$14,155	\$29,965	\$44,120
0004	Maintenance and Improvement	162	\$18,823	\$48,822	\$67,645
0005	Reporting	276	\$30,853	\$5,326	\$36,179
0006	General Services	213	\$33,818	\$32,502	\$66,320
<b>SUBTOTAL</b>		<b>2076</b>	<b>\$223,134</b>	<b>\$177,631</b>	<b>\$400,765</b>
<b>TOTAL PROJECT COST ESTIMATE</b>					<b>\$400,765</b>

Golder appreciates this opportunity to be of service to the City of Edinburg. If you have any questions or comments regarding this cost estimate, please contact the undersigned at (281) 821-6868.

Sincerely,

**GOLDER ASSOCIATES INC.**

Chad E. Ireland, PE  
Senior Project Geological Engineer

CEI/PRM:kc

P. Reid Matthews, PE  
Principal / Practice Leader

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Enter Into an Agreement with the Edinburg Chamber of Commerce for the Period of October 01, 2016 through September 30, 2017 for Funding from the General Fund. [Sonia Marroquin, Assistant City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The Edinburg Chamber of Commerce serves Edinburg and the surrounding region with the purpose of advancing commerce and improving the quality of life.

This year, the Council approved the Fiscal Year 2016-2017 Budget allocating \$160,000 from the General Fund for the Edinburg Chamber of Commerce. Funding from the City shall be utilized for general operations, including personnel expenses, operating expenses and program development expenses, as identified in their proposed budget.

The contract establishes the performance measures to be used as indicators of the services provided by the Edinburg Chamber of Commerce during the 2016-2017 Fiscal Year. The Contract Period shall be one year beginning October 01, 2016 and ending September 30, 2017.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter Into an Agreement with the Edinburg Chamber of Commerce for the Period of October 01, 2016 through September 30, 2017 for Funding from the General Fund.

**REVIEWED BY:**

**PREPARED BY:**

Cindy Gutierrez,  
Administrative Assistant

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

Â /s/Sonia Marroquin  
Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**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

<b>STATE OF TEXAS</b>	<b>§</b>	<b>SERVICE AGREEMENT – CITY OF</b>
<b>COUNTY OF HIDALGO</b>	<b>§</b>	<b>EDINBURG AND THE EDINBURG</b>
<b>CITY OF EDINBURG</b>	<b>§</b>	<b>CHAMBER OF COMMERCE</b>

This agreement, entered into this the \_\_\_\_\_ day of October, 2016 by and between the City of Edinburg, a municipal corporation of Hidalgo County, Texas (hereinafter referred to as "City") and the Edinburg Chamber of Commerce (hereinafter referred to as "Chamber").

**RECITALS**

**WHEREAS**, the Edinburg Chamber of Commerce is a network of leaders serving Edinburg and the region as an advocate and resource, advancing commerce and the quality of life; and

**WHEREAS**, the City of Edinburg adopted the Fiscal Year 2016-2017 Budget on September 6, 2016; and

**WHEREAS**, the City of Edinburg allocated \$160,000.00 in the Fiscal Year 2016-2017 Budget within the General Fund; and

**WHEREAS**, said funding will be utilized by the Chamber to operate effectively and efficiently while promoting the City of Edinburg and offering events and activities which improve the quality of life for the residents of Edinburg and visitors alike;

**NOW, THEREFORE**, the City and the Chamber do mutually agree to the following

**SECTION I**  
**RESPONSIBILITIES AND SCOPE OF SERVICES OF THE CHAMBER**

The Edinburg Chamber of Commerce agrees that any funding received from the City of Edinburg shall be used only in the specific areas, as identified in Exhibit "A" of this document.

The following Performance Measures will be used as indicators of the services being provided by the Chamber:

1. The success of events which attract Edinburg citizens, Valley residents and tourists.
2. The growth of businesses and economic impact.
3. The effort put forth in advancing commerce in Edinburg.
4. The timely quarterly progress reports on status of activities of the Chamber.
5. The level of participation by the Chamber at various functions and events which promoted Edinburg.
6. Sales tax increases as a result of the City of Edinburg promotions (i.e.-I Shop Edinburg Campaign).

**SECTION II**  
**TIME OF PERFORMANCE**

Time of performance for this contract shall be one year beginning October 1, 2016 and ending September 30, 2017

**SECTION II**  
**PAYMENTS**

City agrees to pay Chamber for the services as defined in Section I, Scope of Services of Chamber:

- a. Payment for the services provided under Section I, shall not exceed \$160,000.
- b. Payment for services will be made in twelve (12) equal payments to be made monthly, upon receipt of invoice from the Chamber. Such payment shall cover services provided from October 1, 2016 through September 30, 2017. Chamber agrees to provide City with quarterly progress reports on status of activities of services provided, and provide annual audit report of progress to assure that services delivered are consistent with this contract agreement. City shall have the right to audit and inspect Chamber's records to verify expenditures.

**SECTION IV**  
**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 funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

**SECTION V**  
**SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION VI**  
**ALTERNATE DISPUTE RESOLUTION/  
NEUTRAL PARTY**

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.

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.

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 VII INDEMNIFICATION**

The Chamber agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of any kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the operations of the Chamber, its agents, officers and employees, carried out in furtherance of this agreement. This indemnification is intended to include but not be limited to an indemnification by the Chamber to protect the City of Edinburg from negligence of the Edinburg Chamber of Commerce that results in injury, death or damage.

### **SECTION VIII TERMINATION**

Either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after 30 days' written notice.

### **SECTION IX SUCCESSORS AND ASSIGNS**

City and Chamber each bind themselves, their partners, successors, executors, administrators and assigns to the other party of this Agreement with respect to all covenants herein. Neither City nor Chamber shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.

### **SECTION X INSURANCE**

The Edinburg Chamber of Commerce shall keep in effect a policy of general liability. Said insurance policy shall name the City of Edinburg as an additional insured. Said policy, or duplicate original thereof, must be filed with the City of Edinburg before any operations contemplated by this Agreement are begun.

**IN WITNESS WHEREOF**, the parties have executed three (3) copies of this contract as of the date first above written.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University  
Edinburg, Texas 78539  
Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

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

BY: \_\_\_\_\_  
City Attorney

**EDINBURG CHAMBER OF COMMERCE**

BY: \_\_\_\_\_  
Letty Gonzalez, President  
P.O. Box 85  
Edinburg, Texas 78540  
Phone: (956) 383-4974  
Fax: (956) 383-6942

**Attachment:** Exhibit "A" – Request for Funding & Detail Budget  
Exhibit "B" – Certificate of Insurance

# **Exhibit “A”**

## **Request for Funding & Detail Budget**



ITY MANAGER'S OFFICE  
 P.O. BOX 1079  
 415 WEST UNIVERSITY DRIVE  
 EDINBURG, TEXAS 78540  
 TELEPHONE: (956) 388-8207  
 FAX: (956) 399-8989

**REQUEST FOR FUNDING  
 APPLICATION  
 FISCAL YEAR 2016-2017**

<b>Name of Event/Program: Edinburg Chamber of Commerce – General Fund</b>
<b>Agency: Edinburg Chamber of Commerce</b>
<b>Executive Director: Letty Gonzalez</b>
<b>Contact Person: Letty Gonzalez</b>
<b>Address: P.O. Box 85, Edinburg, TX 78540</b>
<b>Phone Number/Fax Number: (956) 383-6942</b>
<b>E-Mail of Contact Person: chamber@edingburg.com</b>
<b>Organizations Federal Identification No. (Tax ID#): 74-0605448</b>
<b>Amount Requested: \$160,000</b>
<b>Proposal Due Date: Friday, APRIL 29, 2016 4:00 p.m. Applications submitted after the deadline specified will not be considered.</b>
<b>Note: THE APPLICATION MUST INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY. THE FUNDING APPLICATION MUST BE RECEIVED BY DUE DATE. NO PUNCHED OR STAPLED COPIES, NO NOTEBOOKS OR BINDERS, PLEASE. Any applications sent via facsimile will not be accepted. All applications must be completely filled out. If application is not complete and required documents are not submitted with application, application will not be accepted for consideration.</b>

The City of Edinburg does not discriminate against persons based on race, color, religion, marital status, sex, national origin, ancestry, age, familial status, disability, or any arbitrary basis. If you need special assistance in order to read and understand the information contained herein, please call (956) 388-8206.

RECEIVED

APR 29 2016

**Application for City of Edinburg Funds**

All public or private non-profit agencies, organizations, or authorities are eligible to apply for City of Edinburg funds. This application must be completed and submitted to the City of Edinburg City Manager’s Department, 415 West University Drive, P.O. Box 1079, Edinburg, Texas 78541.

**I. AGENCY INFORMATION**

- 1. Longevity: Number of Years agency has been in business: 84 Years
  
- 2. Does your agency develop or explore new sources to generate funds such as soliciting donations, fundraisers, applying for grants, etc.)?                      Yes X      No
  
- 3. Has the agency been involved in any lawsuits?                                      Yes X      No
  
- 4. Are there any outstanding judgments against the agency?                      Yes       No X
  
- 5. Disclosure of Potential Conflict of Interest:

Are any of the Board Members or employees of the agency which will be carrying out this program, or members of their immediate families, or their business associates:

- A. Employee of the City of Edinburg or related to a City employee?    Yes       No X
  
- B. Members of or closely related to members of Edinburg City Council or Advisory Committee Board?                                      Yes       No X

If you answered “Yes” to any questions A-B, you must provide an explanation. The existence of a potential conflict of interest does not necessarily make the program ineligible for funding, but the existence of an undisclosed conflict may result in the termination of any grant awarded. List all individuals associated with the applicant or ownership entity that have a reportable financial interest in the program. Include type of participation in the program, percentage, and dollar amount of financial interest in the program.

- 6. Does the agency formally evaluate and measure the effectiveness of this program?  
Yes X      No

7. What steps have been taken in the past year to make the agency more cost effective?

**The Edinburg Chamber of Commerce evaluates programs based on the attendance, costs, participation, and the community response. The Board of Directors (volunteers and members of the community) also has an annual planning session where a program of work is discussed and evaluated.**

## II. AGENCY OVERVIEW

1. Provide a brief summary of the agency.

**Our charge is to lead the efforts in advancing commerce and the quality of life in Edinburg and the region. We will foster service, development, and growth by forging positive relationships, advocating volunteerism, and leadership development.**

2. Indicate if this is a new or existing project below:

Existing Event/Program (Previously Funded by the City)  
Is the service a quantifiable increase?  Yes or  No

New Event/Program (Never been funded by the City)

3. What is the full service area of this agency?

Edinburg  
 Other (Surrounding Areas)

Please describe Service Areas: **We service the Edinburg, surrounding areas, national and the international markets.**

4. Demand for Services

a. Explain the need for this program and the gap in services in the City of Edinburg. Provide **QUANTITATIVE DATA** to your explanation.

**The Edinburg Chamber of Commerce is a network of leaders serving Edinburg and the region as an advocate and resource, advancing commerce and the quality of life. We come together to create a program of work that will benefit our members and the community. We offer a variety of**

**programs such as seminars, networking opportunities, one to one referrals, and various other programs.**

- b. Was this program funded by the City in FY 2015-2016? Yes  No   
If yes, what **NEW or EXPANDED** services will your agency provide for the Community (be quantitative)? With the funding we receive from the City of Edinburg, we are able to focus on business programs and events we offer to our members and the community. We will also be able to enhance our website that serves the Chamber, CVB, and City as a vehicle to bring people to Edinburg. We will also work on adding more attractions to our current events. This will allow our events to be attended by all ages.

**With the funding we receive from the City of Edinburg, we are able to focus on business programs and events we offer to our members and the community. We will also be able to enhance our website that serves the Chamber, CVB and City as a vehicle to bring people to Edinburg. We will also work on adding more attractions to our current events. This will allow our events to be attended by all ages and bring more tourism.**

5. Clientele

- a. How many individuals will be served by this program? **65,362** Individuals
- b. What is the estimated cost to provide services to one person? **\$2.45**
- c. What is the target population? (Example: elderly, disabled, abused children etc.)  
**Winter Texans, tourists, students (of all ages), individuals relocating, local residents, national / international, and the surrounding areas.**

6. Performance Management (Measuring Your Goals and Objectives)

Show how you identify and measure the results and impacts brought about by your event/program. When completing this section keep in mind the question - **“How do we know this event/program is making a difference in the lives of those we serve?”**

**When we have events, seminars, ribbon/ground breaking ceremonies, and networking opportunities, we speak to the people attending about the event or program. We ask for their opinions and if they would like to see the event/program continue or if they would like us to create something new. We also have a Hotel/Motel Association that meets once a month to discuss upcoming events and they inform us of the occupancy stays. They let us know how many rooms were rented due to our events/programs. This information that we gather helps us decide to keep the event and/or enhance them for the following year. The attendance at our Public Affairs Luncheons, Power Punch at Lunch, and Festivals, have increased. The topics at our luncheons have been a**

significant factor in the interest that our community and member's have. The events/programs that we organize benefits businesses, individuals, and our community as a whole. We encourage our members and the community to Shop Edinburg first and do business with one another.

**III. Event/Program Description**

1. Provide a brief description of the specific event/program for which you are requesting funding and how the problem or need involves residents in Edinburg.  
**By providing quality of life events and Chamber programs in our city, this allows the Chamber to cater to individuals and business owner's who are visiting, relocating and looking to enhance their quality of life or business. They will enjoy dining, shopping, lodging, and business in our great city. This will generate revenue when in return, which allocates more tax base to be used for streets, drainage, police, fire, etc.**

**Here is a list of some of the events the Edinburg Chamber of Commerce organizes or participants in to promote our area: Texas Cook'em High Steaks in Edinburg, Fiesta Edinburg, Public Affairs Luncheons, I Shop Edinburg Campaign, Leadership Edinburg, Ambassadors Program, Annual Banquet (we recognize a a Man and Women of the Year (live or work in Edinburg) and Fire Fighter of the Year. We also work together with the City, and the Dustin Sekula Memorial Library on Night of Lights, Cinco de Mayo, Jardin De Arte and State of the City.**

2. Please provide the number of individuals assisted in the following fiscal years:

	FY 2015/16	PROPOSED FOR 2016/17
TOTAL # ASSISTED	<b>62,250</b>	<b>65,362</b>
% OF EDINBURG RESIDENTS SERVED:	<b><u>90%</u></b>	<b><u>92%</u></b>

3. List similar projects in Edinburg. Is there a coordinating agency? If so, whom? (Name, Address & Phone Number of Contact Person) **No**
4. Provide backup information regarding event/program service necessity, such as surveys, waiting list, etc.  
**From the results of a survey conducted two years ago, the Edinburg Chamber of Commerce did not only have a better understanding of the public's view of the event but**



Program Supplies	\$
Other (Specify)	\$
<b>Total Event/Program Expenses</b>	<b>\$</b>

3. Is event/program dependent on "Other Funds"? **Yes**

*Note: If other funds are pending approval and the event/program is dependent on them, please be advised that we reserve the right to rescind City of Edinburg Funding if other funding becomes unavailable.*

4. Identify what percentage of City of Edinburg Funding will be used for staffing and operations? **0% Staffing 40% Operations (See Chart C)**

5. Identify what percentage of City of Edinburg funding will be used for direct benefit. **60% (See Chart C)**

6. Describe the need and the degree of urgency for the proposed event/program. What would be the consequences if the proposed event/program is not funded in the next year?

**We are a non-profit organization that was chartered in 1932. We have the City of Edinburg in our hearts and have always promoted the City well. We are the voice of the business community and we do the best to offer, organize, and implement our programs realizing it will benefit our community. When we come together and create or enhance an event/program, we let the community know that we don't have to leave our City to enjoy a movie, museum, birding center, golfing, shopping, fine dining, fireworks, concerts, festivals and more. What a great city! Without funding, these values would not be able to be created, maintained or enhanced.**

**V. Event/Program Timeline and Benchmarks**

1. When will the event/program Fiscal Year Begin **October 1, 2016** End **September 30, 2017**

2. If funded indicate below the amount of City of Edinburg funds to be spent each quarter:  
Beginning October 1, 2016 and ending September 30, 2017. **(In the past, we have been funded monthly).**

2016 Oct., Nov., & Dec.: **\$40,000** 2017 Jan., Feb., March: **\$40,000**

2017 April, May, June: **\$40,000** 2017 July, Aug., Sept.: **\$40,000**

3. Indicate below the amount of City of Edinburg beneficiaries to be assisted during each quarter:

Beginning October 1, 2016 and Ending September 30, 2017

2016 Oct., Nov., & Dec.: **\$40,000** 2017 Jan., Feb., March: **\$40,000**

2017 April, May, June: **\$40,000** 2017 July, Aug., Sept.: **\$40,000**

**VI. REQUIRED ATTACHMENTS**

**If application is NOT signed by Authorized Representative, Application will be disqualified.**

1. Articles of Incorporation
2. Proof of tax exemption (Tax ID#)
3. Must provide a copy of the most current single or program audit report prepared by an independent certified public accountant. Include Independent Auditor's Report, Management Letter, if noted in the Audit, and the response to the Management Letter addressing all issues, concerns, and/or findings.
4. Copy of most recent 990 Tax Return. (Year 2015, if no 2013 provide copy of IRS Form 8868)
5. Current budget for agency – Show all sources of expected revenues and expenditures.
6. Applicant's By-Laws.

7. Resume of Chief Program Administrator.
8. Resume of Chief Fiscal Officer.
9. Board of Directors: Provide names, addresses, occupants, and phone numbers of current Board of Directors. Include position/title on Board.
10. Organizational Chart.
11. Documentation of non-profit status. Include state and federal tax exempt determination letters.
12. **Authorized Officials:** Designated officials authorized to enter into contracts. Identify all personnel with signatory powers. Provide a letter signed by Board Member or approved "Minutes".
13. In accordance with City ordinances, Contractor 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.

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**Note: The City of Edinburg will hold a budget work session to review funding requests for Fiscal Year 2016-2017 Budget. The date/time for the work session will be determined at a later date.**

---

If this request is accepted for funding, the applicant must be willing to comply with all applicable federal, state and city requirements and enter into a funding agreement with the City of Edinburg.

I certify under penalty of perjury the foregoing application for City of Edinburg funds for 2016/2017 is true and correct. I understand additional documentation may be required if award is granted.

Signature:  Date: 4/29/2016  
[must be Authorized Representative]

Please print or type name and title of signer:

Name: Letty Gonzalez

Title: President

**EDINBURG CHAMBER OF COMMERCE**

602 W.University EDINBURG, TEXAS 78539

**GENERAL FUND BUDGET**

EDINBURG CHAMBER

**REVENUES:**

<b>PROPOSED CITY FUNDING</b>	\$ 100,000.00	\$ 160,000.00
<b>TOTAL EXPENSE</b>	\$ 100,000.00	<b>\$ 160,000.00</b>

<b>EXPENSES 2016-17</b>	<b>Budget 2015-16</b>	<b>Proposed Budget 2016-17</b>
-------------------------	---------------------------	------------------------------------

	Budget 2015-16	Proposed Budget 2016-17
<b>OPERATING EXPENSES</b>		
Advertising (SBC Yellow Pages, AT&T, Tele Adv.)	\$ 1,000.00	\$ 3,500.00
Audit & Tax Return ( partial)	\$ 3,500.00	\$ 4,000.00
Consumables- <i>supplies, paper products, cleaners,misc.</i>	\$ 1,500.00	\$ 2,500.00
Computers		\$ 5,000.00
D & O Insurance	\$ 3,500.00	\$ 5,000.00
General Liability	\$ 10,000.00	\$ 10,000.00
Membership / I Shop Software, website / maintenance & host, computer maintena	\$ 7,000.00	\$ 15,000.00
Office Equipment Lease - <i>Postage Meter, copier</i>	\$ 4,500.00	\$ 6,000.00
Office Supplies (ink, paper, envelopes, flyers, invites, posters, office chairs, desks, etc.)	\$ 8,000.00	\$ 8,000.00
Postage	\$ 1,500.00	\$ 5,000.00
Repairs & Maintenance - <i>carpet cleaning, security monitoring, storage unit, AC/Heater Maintenance, Pest control, Building AC Unit,</i>	\$ 10,000.00	\$ 15,000.00
Telephone	\$ 6,000.00	\$ 10,000.00
Transfers (used to offset expenses)	\$ 16,500.00	\$ 21,000.00
Utlities	\$ 17,000.00	\$ 20,000.00
<b>PROGRAM DEVELOPMENT EXPENSES</b>		
City of Edinburg Promotion ( <i>i.e. 4th of July Texas Cookem Fiesta Edinburg</i> )	\$ 10,000.00	\$ 30,000.00

<b>TOTAL EXPENSES</b>	<b>\$ 100,000.00</b>	<b>\$ 160,000.00</b>
-----------------------	----------------------	----------------------

# **Exhibit “B”**

## **Certificate of Insurance**



**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

6210 E Highway 290  
Austin, Texas 78723-1098

**INFORMATION PAGE**

ITEM 1

EDINBURG CHAMBER OF COMMERCE  
602 W UNIVERSITY DR  
EDINBURG, TX 78539-3232

INSURED NAME AND ADDRESS

POLICY NUMBER  
SBP-0001114354 20160301

Federal Tax ID 74-0605448

Bureau Number

Branch AUSTIN

Renewal of 0001114354

Entity CORPORATION

Interim Adjustment

Group

NCCI Carrier Code 29939

PRODUCER  
25389

OTHER WORKPLACES NOT SHOWN ABOVE:  
see attached schedule of operation.  
VALLEY INSURANCE SERVICES COMPANY  
DBA: ALDRICH SMITH & BAKER  
508 S 12TH AVE  
EDINBURG, TX 78539

ITEM 2

The Policy Period is from: 3-01-2016 To: 3-01-2017 12:01 A.M. standard time at the insured's mailing address

ITEM 3

A. **Workers' Compensation Insurance:** Part One of the policy applies to the Workers' Compensation Law of the states listed here: TEXAS

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are:

Bodily Injury by Accident	\$	500,000	Each Accident
Bodily Injury by Disease	\$	500,000	Each Employee
Bodily Injury by Disease	\$	500,000	Policy Limit

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here: NONE

D. This policy includes these endorsements and schedules:

See Schedule of Endorsements attached

ITEM 4

The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

TOTAL ESTIMATED STANDARD PREMIUM \$ 614.00

WAIVER OF SUBROGATION	:	.00
INCREASED EMPLOYERS LIABILITY LIMITS	:	100.00
TOTAL PREMIUM SUBJECT TO MODIFICATIONS	:	714.00
PREMIUM MODIFIED TO REFLECT PREM INCENTIVE OF ( .85 )	:	107.00-
PREMIUM MODIFIED TO REFLECT SCHEDULE RATING OF ( )	:	.00
WORKERS' COMP HEALTH CARE NETWORK DISCOUNT ( )	:	.00
DEDUCTIBLE PREMIUM	:	.00
ADMIRALTY/FELA OR L & H W	:	.00
PREMIUM DISCOUNT, IF APPLICABLE ( )	:	.00
EXPENSE CONSTANT CHARGE	:	150.00

TOTAL ESTIMATED ANNUAL PREMIUM \$ 757.00

MINIMUM PREMIUM 178.00

DEPOSIT PREMIUM 757.00

Countersigned by

Issue Date: 3-07-2016

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**DECLARATIONS (CONTINUED)**

Businessowners Policy for EDINBURG CHAMBER OF COMMERCE  
 Policy Number 90-KK-5536-8

**SECTION I - PROPERTY SCHEDULE**

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	602 W UNIVERSITY EDINBURG TX 78539-3233	\$ 634,900	\$ - 91,200	25%

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Cov A - Inflation Coverage Index: 146.6  
 Cov B - Consumer Price Index: 238.7

**SECTION I - DEDUCTIBLES**

Basic Deductible \$1,000

**Special Deductibles:**

Money and Securities \$250      Equipment Breakdown \$1,000

Other deductibles may apply - refer to policy.



## DECLARATIONS (CONTINUED)

Businessowners Policy for EDINBURG CHAMBER OF COMMERCE  
 Policy Number 90-KK-5536-8

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$2,000
Money And Securities (On Premises)	\$5,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included

**DECLARATIONS (CONTINUED)**

**Businessowners Policy for EDINBURG CHAMBER OF COMMERCE**  
**Policy Number 90-KK-5536-8**

Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$33,000
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

**SECTION II - LIABILITY**

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000



## DECLARATIONS (CONTINUED)

Businessowners Policy for EDINBURG CHAMBER OF COMMERCE  
Policy Number 90-KK-5536-8

Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
<b>AGGREGATE LIMITS</b>	
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

## LIMIT OF INSURANCE

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

## FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4788	*Addl Insd Mgrs Lessor of Prem
CMP-4243.1	Amendatory Endorsement
FE-6999.2	Terrorism Insurance Cov Notice
CMP-4802	Addl Insd Lessor of Leased Eqp
CMP-4839	Loss Payable
CMP-4709	Money and Securities
CMP-4705	Loss of Income & Extra Expnse
CMP-4804	Addl Insd Club Members
FD-6007	Inland Marine Attach Dec
	* New Form Attached

## SCHEDULE OF ADDITIONAL INTERESTS

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP4788  
**Loan Number:** N/A

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP4788  
**Loan Number:** N/A

COUNTY OF HIDALGO  
100 E CANO ST  
EDINBURG TX 785394582

CITY OF EDINBURG  
PO BOX 1079  
EDINBURG TX 785401079

Prepared  
APR 11 2016  
CMP-4000

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Continued on Reverse Side of Page

Page 1108 5 of 7

DECLARATIONS (CONTINUED)

Businessowners Policy for EDINBURG CHAMBER OF COMMERCE  
Policy Number 90-KK-5536-8

Interest Type: Addl Insured-Section II  
Endorsement #: CMP4788  
Loan Number: N/A

EDINBURG C I S D  
PO BOX 990  
EDINBURG TX 785400990

Interest Type: Addl Insured-Section II  
Endorsement #: CMP4802  
Loan Number: N/A

HEART OF AMERICA  
2315 S 25TH ST  
HARLINGEN TX 785508513

Interest Type: Addl Insured-Section II  
Endorsement #: CMP4788  
Loan Number: N/A

ROY ARCE  
3317 E CURVE RD  
EDINBURG TX 785426587

Interest Type: Loss Payee  
Endorsement #: CMP4839  
Loan Number: N/A

DE LAGE LANDEN FINANCIAL  
SERVICES INC  
1111 OLD EAGLE SCHOOL RD  
WAYNE PA 190871453



DECLARATIONS (CONTINUED)

Businessowners Policy for EDINBURG CHAMBER OF COMMERCE  
Policy Number 90-KK-5536-8

This policy is issued by State Farm Lloyds, Inc.

SERVICE OF PROCESS - Service of Process may be had upon the State Official duly designated for such purpose in the state in which the property insured hereunder is located if State Farm Lloyds is licensed in such state; or upon the Commissioner of Insurance of the State of Texas; or upon the duly appointed Attorney-in-Fact for State Farm Lloyds at Dallas, Texas. Underwriters at State Farm Lloyds have complied with the laws of the State of Texas regulating Lloyds plan insurance and said statutes are hereby made a part of the policy. The entire assets of State Farm Lloyds supports its policies, but each individual underwriter's liability is several and not joint and is limited by law to the amount fixed by his/her underwriter's contract and subscription and no underwriter is liable as a partner. This policy is made and accepted subject to the foregoing stipulations and conditions together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no agent or other representative of State Farm Lloyds shall have the power to waive any provision or condition of this policy. This policy is non-assessable and no contingent liability of any kind and character attaches to the insured named herein.

In Witness Whereof, State Farm Lloyds has caused this policy to be signed by its President and Secretary.

By: *Michael S. Wey*  
Secretary  
State Farm Lloyds, Inc.  
Attorney-in-Fact

State Farm Lloyds

*Phillip M. Hawkins*  
President  
State Farm Lloyds, Inc.  
Attorney-In-Fact



STATE FARM LLOYDS  
A LLOYDS COMPANY IN DALLAS, TEXAS

P.O. Box 799100  
Dallas, TX 75379-9100

**INLAND MARINE ATTACHING DECLARATIONS**

<b>Policy Number</b>	<b>90-KK-5536-8</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	NOV 17 2015	NOV 17 2016
The policy period begins and ends at 12:01 am standard time at the premises location.		

M-25-8259-FB64 F N

**Named Insured**

EDINBURG CHAMBER OF COMMERCE  
PO BOX 85  
EDINBURG TX 78540-0085

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium**                      Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8739                      Inland Marine Conditions  
FE-6865                      Amend of Inland Marine Condtns  
FE-8743                      Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared  
APR 11 2016  
FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

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ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743	Inland Marine Computer Prop	\$ 25,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 25,000		Included

---

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared  
APR 11 2016  
FD-6007

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**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Enter into an Agreement with the Museum of South Texas History for the Period of October 01, 2016 through September 30, 2017, for funding from the Hotel Occupancy Tax Fund and General Fund. [Sonia Marroquin, Assistant City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The Museum of South Texas History serves Edinburg and the surrounding region with the purpose of advancing and improving the quality of life.

This year, the Council approved the Fiscal Year 2016-2017 Budget allocating \$150,000 from the General Fund and \$95,000 from the Hotel Occupancy Tax Fund for the Museum. Funding from the City shall be utilized for general operations, including personnel expenses, operating expenses and program development expenses, as identified in their proposed budget.

The contract establishes the performance measures to be used as indicators of the services being provided by the Museum during the 2016-2017 Fiscal Year. The Contract Period shall be one year beginning October 01, 2016 and ending September 30, 2017.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter into an Agreement with the Museum of South Texas History for the Period of October 01, 2016 through September 30, 2017, for funding from the Hotel Occupancy Tax Fund and General Fund.

**REVIEWED BY:**

**PREPARED BY:**

Cindy Gutierrez,  
Administrative Assistant

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

Â /s/Sonia Marroquin  
Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**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

**STATE OF TEXAS** §  
**COUNTY OF HIDALGO** §  
**CITY OF EDINBURG** §

**TWO-PARTY AGREEMENT – CITY OF  
EDINBURG AND MUSEUM OF SOUTH  
TEXAS HISTORY**

This agreement, entered into this the \_\_\_\_\_ day of October, 2016 by and between the City of Edinburg, a municipal corporation, situated in Hidalgo County, Texas (herein called "City") and the Museum of South Texas History (herein called "Museum").

**RECITALS**

**WHEREAS**, City is interested in assisting Museum of South Texas History to provide the community of Edinburg and other visitors with services related to the operation of a regional historical museum; and

**WHEREAS**, the Museum of South Texas History accommodates over 25,000 annual visitors; and

**WHEREAS**, City has available Hotel Occupancy Tax Funds for such purposes; and

**WHEREAS**, the City desires for the Museum of South Texas History to be a tourist destination; and

**WHEREAS**, City desires to provide a contribution to the Museum of South Texas History to render certain services in connection therewith:

**NOW, THEREFORE**, the Parties do mutually agree as follows:

**SECTION I**  
**SCOPE OF SERVICES OF MUSEUM**

Museum agrees to provide the services as described in Letter of Formal Request, Exhibit "A" and thereupon to be paid as stated in Section III, Payment to the Museum.

The Museum agrees that any local Hotel Motel Occupancy Tax Funds paid to it by the City of Edinburg shall be used only in the following specific areas:

1. The furnishing of utilities for facilities to accommodate the 25,000+ annual visitors.
2. To furnish and provide services and programs as stipulated in the Budget and Performance Indicators, Exhibit "A".
3. Devise and coordinate special events to attract Edinburg citizens, Valley residents and tourists.
4. Advertising and conducting solicitation and promotional programs to attract tourists.

The Museum agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors and tourists, to the City of Edinburg by publishing and distributing brochures and community information packets, by advertising in various general media publications, which are appropriate.

**SECTION II**  
**TIME OF PERFORMANCE**

Time of performance for this contract shall be one year beginning October 1, 2016, and ending September 30, 2017.

**SECTION III**  
**PAYMENTS TO MUSEUM**

City agrees to pay Museum for the services as defined in Section 1, Scope of Services of Museum in the following:

- a. Payment for the services provided under Section I, shall not exceed \$245,000 and consist of services outlined in Exhibit "A".
- b. Payment for services will be made in twelve (12) equal payments to be made monthly, upon receipt of invoice from Museum. Such payment shall cover services provided from October 1, 2016 through September 30, 2017. Museum agrees to provide City with quarterly progress reports on status of activities or services provided, and provide annual audit report of progress to assure that services delivered are consistent with this contract agreement. City shall have the right to audit and inspect Museum's records to verify expenditures.

**SECTION IV**  
**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 ten days' written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

**SECTION V**  
**SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION VI**

**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 VII  
INDEMNIFICATION**

The Museum agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of any kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the operations of the Museum, its agents, officers and employees, carried out in furtherance of this agreement. This indemnification is intended to include but not be limited to an indemnification by the Museum to protect the City of Edinburg from negligence of the Museum of South Texas History that results in injury, death or damage.

**SECTION VIII  
TERMINATION**

It is expressly agreed hereto that thirty (30) days' notice will be given in the event of the termination of this agreement by either party. Said notice of termination shall be in writing. Upon termination, Museum shall be paid for all services rendered to date.

**SECTION IX  
SUCCESSORS AND ASSIGNS**

City and Museum each bind themselves, their partners, successors, executors, administrators and assigns to the other party of this Agreement with respect to all covenants herein. Neither City nor Museum shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.

**SECTION X**  
**INSURANCE**

The Museum of South Texas History shall keep in effect a policy of general liability. Said insurance policy shall name the City of Edinburg as an additional insured. Said policy, or triplicate original thereof, must be filed with the City of Edinburg before any operations contemplated by this Agreement are begun.

**SECTION XI**  
**MISCELLANEOUS**

It is expressly understood and agreed by and between the parties that The Museum of South Texas History is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Edinburg.

**IN WITNESS WHEREOF**, the parties have executed three (3) copies of this contract as of the date first above written.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University  
Edinburg, Texas 78539  
Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

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

BY: \_\_\_\_\_  
City Attorney

**MUSEUM OF SOUTH TEXAS HISTORY**

BY: \_\_\_\_\_  
Mrs. Shan P. Rankin, Executive Director  
Museum of South Texas History  
121 E. McIntyre  
Edinburg, Texas 78541  
Phone: (956) 383-6911  
Fax: (956) 381-8518

**Attachment:** Exhibit "A" – Request for Funding & Detail Budget  
Exhibit "B" – Certificate of Insurance

# **Exhibit “A”**

## **Request for Funding & Detail Budget**



CITY MANAGER'S OFFICE  
 P.O. BOX 1079  
 415 WEST UNIVERSITY DRIVE  
 EDINBURG, TEXAS 78540  
 TELEPHONE: (956) 388-8207  
 FAX: (956) 399-8989

**REQUEST FOR FUNDING  
 APPLICATION  
 FISCAL YEAR 2016-2017**

<b>Name of Event/Program: Museum of South Texas History (MOSTHistory)</b>
<b>Agency: Museum of South Texas History</b>
<b>Executive Director: Shan Rankin</b>
<b>Contact Person: Shan Rankin</b>
<b>Address: 200 N. Clossner Blvd.</b>
<b>Phone Number/Fax Number: 956/383-6911 and 956/381-8518</b>
<b>E-Mail of Contact Person: srankin@mosthistory.org</b>
<b>Organizations Federal Identification No. (Tax ID#): 23-7080936</b>
<b>Amount Requested: \$245,000</b>
<b>Proposal Due Date: <span style="color: red;">Friday, APRIL 29, 2016 4:00 p.m.</span> Applications submitted after the deadline specified will not be considered.</b>
<b>Note: THE APPLICATION MUST INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY. THE FUNDING APPLICATION MUST BE RECEIVED BY DUE DATE. NO PUNCHED OR STAPLED COPIES, NO NOTEBOOKS OR BINDERS, PLEASE. Any applications sent via facsimile will not be accepted. <u>All applications must be completely filled out.</u> If application is not complete and required documents are not submitted with application, application will not be accepted for consideration.</b>

The City of Edinburg does not discriminate against persons based on race, color, religion, marital status, sex, national origin, ancestry, age, familial status, disability, or any arbitrary basis. If you need special assistance in order to read and understand the information contained herein, please call (956) 388-8206.

**Application for City of Edinburg Funds**

All public or private non-profit agencies, organizations, or authorities are eligible to apply for City of Edinburg funds. This application must be completed and submitted to the City of Edinburg City Manager's Department, 415 West University Drive, P.O. Box 1079, Edinburg, Texas 78541.

**I. AGENCY INFORMATION**

- 1. Longevity: Number of Years agency has been in business: 49
- 2. Does your agency develop or explore new sources to generate funds such as soliciting donations, fundraisers, applying for grants, etc.)?                      Yes       No
- 3. Has the agency been involved in any lawsuits?                                      Yes       No
- 4. Are there any outstanding judgments against the agency?                      Yes       No

5. Disclosure of Potential Conflict of Interest:

Are any of the Board Members or employees of the agency which will be carrying out this program, or members of their immediate families, or their business associates:

- A. Employee of the City of Edinburg or related to a City employee?    Yes       No
- B. Members of or closely related to members of Edinburg City Council or Advisory Committee Board?                                      Yes       No

If you answered "Yes" to any questions A-B, you must provide an explanation. The existence of a potential conflict of interest does not necessarily make the program ineligible for funding, but the existence of an undisclosed conflict may result in the termination of any grant awarded. List all individuals associated with the applicant or ownership entity that have a reportable financial interest in the program. Include type of participation in the program, percentage, and dollar amount of financial interest in the program. N/A

- 6. Does the agency formally evaluate and measure the effectiveness of this program?  
Yes \*      No

\*Visitor comment book, Sunday program surveys, teacher surveys, event surveys.

- 7. What steps have been taken in the past year to make the agency more cost effective?

The museum continues to operate under a multi-year energy contract that generated a savings. The Exhibits position remains unfilled (but needs to be filled). Members of the museum staff have had only one small raise in six years. Community Service volunteers are used for maintenance and landscaping. BETA students serve as school tour docents. Little more can be done to cut costs without cutting staff/services.

## **II. AGENCY OVERVIEW**

1. Provide a brief summary of the agency.

### **Brief History and Background of the Organization:**

After years of careful planning in coordination with the Texas Historical Commission, the Hidalgo County Historical Museum opened its doors to the public in 1970. From its inception, its leadership was determined to create a quality institution that could provide the community with exhibits on regional history, educational programs, archives for historical documents and photographs, a local history library, and a properly housed collection of artifacts.

The 1910 Hidalgo County Jail building was selected as the museum's first home because of the historic building, its central location in the county seat, and the city and county support that would be made available. The jail, which is owned by the City of Edinburg, is leased to Hidalgo County and from the county to the museum in a 99-year lease. The museum has made multiple improvements throughout its occupancy and recently completed a \$3.351 million campaign to raise funds to repair damage caused by the high groundwater table in Edinburg, to provide a permanent solution to the groundwater problems, and to create an endowment to help with facilities maintenance. It is hoped that renovation will begin this fall. Because the damage is severe, the jail has been closed to the public until repairs can be made; this has resulted in dramatic reduction of the changing exhibits program.

The Museum has expanded four times since its founding, and the complex now occupies a full city block. With a goal of bringing a museum experience equivalent to that found in major metropolitan areas to the region, these efforts have:

- Achieved Accreditation by the American Alliance of Museums (a status achieved by only 3% (or 1,050 of the nation's 35,000 museums)
- Re-named the museum to better reflect its regional scope
- Created new state-of-the-art exhibit areas
- Increased space devoted to preservation
- Acquired adjacent commercial properties and converted them to museum use
- Through designated gifts and bequests, have grown the museum's Endowment to \$3.6 million to generate annual operating and maintenance income

The richly environmental permanent exhibits utilize artifacts and multi-media that include film, photos, music and sound. From ancient fossils and paleolithic tools to Spanish Colonial treasures, later military relics, ranching tools, and a multitude of twentieth century artifacts, the museum beautifully presents these items in a context that enchants the visitor with the history of the region. Changing exhibits in the jail (currently suspended due to the jail closure) and special events and programs spur visitors to return for repeat visits to the museum throughout the year.

Over the past four decades, the Museum has grown from a small county museum managed by volunteers into an organization with a professional staff and a facility that gives its visitors the opportunity to learn about a bi-national region with a rich history, within a museum setting equivalent to that found in major metropolitan areas.

The museum's next major step is renovation of the (currently closed) historic 1910 Hidalgo County Jail building, a \$2.8 million project to stop the rising damp that is destroying the building. An unsolicited \$250,000 challenge grant to create a \$500,000 endowment dedicated to maintenance of museum facilities was also incorporated into this effort, making the total goal \$3.351 million. To date, the museum has raised \$3.351 million in grants and pledges, and through the use of tax credits. Some preliminary work has begun. The funds raised to date include the City of Edinburg commitment to payments of \$50,000 per year for six years.

2. Indicate if this is a new or existing project below:

- Existing Event/Program (Previously Funded by the City)  
Is the service a quantifiable increase?  Yes or  No
- New Event/Program (Never been funded by the City)

\*A \$90,000 cut in funding from the County in 2014 significantly impacted the museum's capacity to generate programming to attract visitors; the programming position remained vacant a full year, and visitation declined. The board voted to dip into the museum's Operating Reserve to fund this and an Assistant Development position for 2015/16; however, this investment cannot be maintained without developing additional funding from the private and governmental sectors. Addition of these two positions has made a tremendous difference in the museum's capacity to serve the community.

3. What is the full service area of this agency?

- Edinburg  
 Other Regional/tourists

Please describe Service Areas: The Museum of South Texas History preserves and presents the borderland heritage of South Texas and northeastern Mexico. Visitors from across the nation, even internationally, join local citizens touring the museum and researching its collection.

#### 4. Demand for Services

a. Explain the need for this program and the gap in services in the City of Edinburg. Provide **QUANTITATIVE DATA** to your explanation.

There is no equivalent museum in the City, nor in the region. The City of Edinburg can claim the only AAM Accredited history museum south of Corpus Christi. It is THE major interpretive and information center for our region's culture and history. Its state of the art exhibits tell the story of the region in a manner that is highly engaging and highly praised.

Museums are features that signify a community values quality of life issues and will support them. This is especially important to those raising children in a community and to businesses and people locating into a community. In Edinburg, the museum is available to 100% of Edinburg residents at NO charge on Saturday mornings, with the exception of Special Event days.

In addition to serving Edinburg residents, the museum is a major tourist attraction, drawing visitors from across the globe into the community who, after visiting the museum, eat in Edinburg restaurants and shop in Edinburg stores. The museum serves as an essential stop for travel writers and tourism promoters who are brought to the area by the tourism industry and local chambers. Sixty-one point five percent of the museum's 32,000+ annual visitors are drawn into Edinburg by the museum and its events and programs. MOSTHistory has an economic impact estimated to exceed \$6 million annually—without counting construction activity. Thanks to the support the museum receives from the City of Edinburg, other governmental entities, and the community at large, the quality of MOSTHistory is equivalent to that found in major metropolitan areas and is recognized as such by its visitors. Visitor comments are almost universally positive, and the museum has frequently been called, "the best museum I have seen."

MOSTHistory also reached some 49,000 through off-site exhibits and staff outreach, for total contact with 81,000 in 2015.

During their 2013 site visit, the American Alliance of Museums Peer Review Team rated the museum's support from the City highly and advised that the museum's private fundraising is something to be proud of on a national scale. MOSTHistory's application for Accreditation by AAM was approved following this visit. ***Only 3% (1,050) of the nation's 35,000 museums have achieved AAM accreditation—the highest industry standard possible for an American museum.***

A U. S. Conference of Mayors study from a few years ago stated that every \$1 in taxes invested in cultural organizations returns \$7 into the city coffers. (AAM magazine: *Museum, January-February 2013*)

In addition to services to general visitors, the museum is intimately involved in the education of children from the region—from elementary school to high school and college. Field trips to the museum reinforce classroom curriculum, making abstract concepts real. Museum visitor studies have shown that children who visit museums early in life with their parents develop a life-long love of learning that enables them to be successful in life. A separate study at the Crystal Bridges Museum in Arkansas found that “cultural field trips offer students, and in particular, disadvantaged students, an important opportunity to add measurable depth to their education,” and “gains were more pronounced in disadvantaged, minority, and rural school groups.” In a region like ours, a child’s first visit may come through a school provided experience. They introduce children to museums at an early age, and by extension, their families; family visits, with brothers and sisters in tow, often follow on free Saturday mornings. A University of Warwick study, in the United Kingdom, found that “teens who took part in cultural activities like concerts or museums with their parents were more likely to aspire to continue their studies after the age of 16 than those who didn’t.” Over 10,000 students came through the museum in 2015.

Seniors on the teaching track at BETA High School serve as docents at the museum several mornings during the school year, acquiring teaching experience. Many of these students later attend UTPA (UTRGV) and become paid docents or work at the museum part time to supplement their school expenses.

b. Was this program funded by the City in FY 2015-2016?    Yes X    No

If yes, what **NEW or EXPANDED** services will your agency provide for the Community (be quantitative)?

With the campaign to raise the funds to renovate the jail completed, we anticipate beginning renovation in the fall of 2016. Part of the project involves installation of a new changing exhibit sequence. The jail is the museum’s only changing exhibit space, and renovating and reopening the jail (much requested by visitors) will restore the museum’s changing exhibit program (critical to encouraging repeat visitors). The renovation project is expected to take 12 to 18 months.

The museum has restored the programming position and added an assistant development officer to increase our fundraising capacity. For the short term, this is being covered by dipping into the museum’s operating reserve, but it cannot continue to be managed that way. The board voted to adopt this strategy with plans to solicit additional support from museum funders and the community. **It is hoped the City of Edinburg will increase funding to help maintain these positions and move the museum to the next level.** Without increased funding, maintaining these essential positions will not be possible. The programming position organizes four major annual events and generates approximately 20 programs throughout the year, researching topics and recruiting

volunteers to make the events possible. The Assistant Development Officer is part of the team that generates over \$1.15 million annually through fundraising efforts and museum rentals; this position increases the museum's capacity to recruit new sources of support.

In addition to these two positions, the museum faces the prospect of losing an excellent employee, well-trained and well-versed in archive procedures and management. We lost another hire to another community due to a 50% increase in their compensation. The museum cannot succeed with inadequate staffing, as was demonstrated in 2014 when the programming position was vacant. For the sake of the museum's future, we must become more competitive in terms of compensation to attract and keep these professionals. **City support will be a critical component to recruiting and retaining the specialized professionals that are needed** to deliver quality services and to have talent in place for the inevitable change in leadership that an aging staff will bring. City support will have a significant impact on recruitment of future talent as well.

5. Clientele

a. How many individuals will be served by this program? Individuals 32,000+ on-site/48,000+ off-site; 81,000 total

b. What is the estimated cost to provide services to one person?

Total budget: \$1.765 million/81,000 = \$21.79

City of Edinburg request: \$245,000/81,000 = \$3.02

c. What is the target population? (Example: elderly, disabled, abused children etc.)

Winter Texans, tourists, local families, students (elementary through university), adult daycare and rehabilitation service providers

6. Performance Management (Measuring Your Goals and Objectives)

Show how you identify and measure the results and impacts brought about by your event/program. When completing this section keep in mind the question - **“How do we know this event/program is making a difference in the lives of those we serve”?**

The museum collects daily feedback from our visitors in a comment book (consistently 99% positive) and teacher surveys following school tours (97% rated Very Good (23%) to Excellent (74%), with 3% rated Average). We obtain visitor survey feedback at our special events and programs to use to evaluate the offerings and make improvements. Accreditation, and maintaining those standards, is also a performance measure.

**III. Event/Program Description**

1. Provide a brief description of the specific event/program for which you are requesting funding and how the problem or need involves residents in Edinburg.

MOSTHistory is requesting funding for annual operation of the museum, as well as the sixth payment (of six) to the Save Our Jail campaign.

The museum brings the unique history of our region to life through its special events, programs, and 11,000 square feet of state-of-the-art exhibits. It fosters curiosity, tells stories that really happened, attracts visitors to our community—and it makes learning an enjoyable activity. It provides information to researchers ranging from authors to national news media such as The History Channel, CBS and CNN doing stories on our community. It preserves the collections need to do this work.

MOSTHistory interfaces with UTPA, STC, South Texas ISD, and local school districts on a variety of levels. MOSTHistory is the only museum in the region that provides a comprehensive overview of the region’s historical development and has the professional staff needed to support the collecting, preservation, and interpretation activities that are a fundamental part of preserving and presenting regional history. Approximately 10,000+ students and 22,000+ other visitors are served annually at the museum—and another 49,000+ are reached through outreach activities and exhibits outside of the museum.

The museum provides a cultural offering in downtown Edinburg that could only be matched if residents would travel to San Antonio or Austin—but would be unmatched in content as the story told at MOSTHistory is specific to our regional community and fills a void not addressed in current textbooks. Residents of Edinburg access the museum six days a week, as can the thousands of tourists and residents of other local communities that are drawn to Edinburg annually.

Edinburg residents, and tourists, are particularly fond of the 1910 jail and want to see it re-opened. Payments for the jail project are needed to move forward on its preservation.

2. Please provide the number of individuals assisted in the following fiscal years:

	FY 2015/16	PROPOSED FOR 2016/17
TOTAL # ASSISTED	<u>32,000+</u>	<u>33,000</u>
% OF EDINBURG RESIDENTS SERVED:	<u>38.5%</u>	<u>39%*</u>

\*As a tourist attraction, one of our goals is to bring people INTO the City

3. List similar projects in Edinburg. Is there a coordinating agency? If so, whom? (Name, Address & Phone Number of Contact Person) N/A
4. Provide backup information regarding event/program service necessity, such as surveys, waiting list, etc.

Visitor comments, teacher surveys, and program surveys reflect the positive impact the museum has on its visitors. A common theme from those who comment is that they would simply like to see “more.” Students return with their families in tow, and visitors repeat their visits to special events and programs. Visitors are also indicating their disappointment that the 1910 jail is closed for repairs, additional impetus to complete that project. Addressing the “more” they would like to see will improve with the renovation and re-opening of the jail as changing exhibit space.

5. Attach letter(s) of support for this event/program. **See attachments.**
6. If this event/program is unfunded or partially funded, will the event/program be carried out?

Yes, but there would be a significantly negative impact. Since 2014, the museum has operated with vacant positions to make up for cutbacks in funding. This definitely impacted visitation to the museum as the number of programs and activities could not be sustained at previous levels. If not funded, the museum would not be able to continue at its current level of service; drastic cuts in personnel and/or activities would result. Museum expenses have been cut to the bone. Much needed positions cannot be added. Recruiting qualified candidates has been challenging due to the level of compensation the museum can offer. Additional responsibilities have been placed on the staff to raise funds and to repair the (City-owned) Jail; this has also impacted the museum’s delivery of services.

8. Is there a fee for your services? **If so, please attach a fee schedule.** Yes, see below.

**General Admission:** Adults \$7, Seniors/Active Military/Students \$5; Children 4-12 \$4; Children 0-3 FREE; FREE ADMISSION to all visitors on Saturday mornings (except Special Event days) from 10:00 to 12:00 a.m. See enclosed rack cards for prices.

**School tour contracts:** Annual contracts with school districts are arranged to assure the maximum number of students can come to the museum and that docents can be secured for the tours. Fees vary based on the number of students in the contracted grade but average approximately \$7.50 per student. Non-contracted schools pay \$8 per student, with a minimum fee of \$120 per group.

**Archive services:** The museum charges fees for reproduction and use of materials from the archives; fee schedule attached.

**Facility rentals:** The museum can be rented for meetings and social events; fee schedule attached.

**IV. Budget**

1. Please list City of Edinburg funding amount requested and other sources of funds and amounts for this event/program.

A. Funding amount requested from City of Edinburg \$ 245,000

B. **Other Sources** **Funding Amount**

Other Governments \$ 401,400

Earned Income & Fundraising \$1,006,000

2. Provide a line-item budget that will identify the allocation of the requested City of Edinburg amount.

CATEGORY	FUNDS REQUESTED
Salaries (see attachment)	\$ 150,000
Fringe Benefits	\$
Utilities	\$
Travel	\$
Capital	\$
Postage	\$
Advertising	\$ 60,000
Program Supplies	\$
HOT\$ for Exhibits/Public Programs	\$ 25,000
HOT\$ for Preservation	\$ 10,000
Other (Specify)	\$
Other (Specify)	\$
<b>Total Event/Program Expenses</b>	<b>\$ 245,000</b>

3. Is event/program dependent on “Other Funds”?

The ability to deliver museum services is highly dependent on personnel and 24-hour climate controlled facilities; “other funds” are used to pay these expenses. Without them, the museum’s services would continue, but they would be significantly compromised.

***Note: If other funds are pending approval and the event/program is dependent on them, please be advised that we reserve the right to rescind City of Edinburg Funding if other funding becomes unavailable.***

4. Identify what percentage of City of Edinburg Funding will be used for staffing and operations?

\$245,000 for operating expense = 100% for staffing & operations (13.8% of the 2016 \$1.765 million operating budget). Total request: \$245,000

5. Identify what percentage of City of Edinburg funding will be used for direct benefit. 100%
6. Describe the need and the degree of urgency for the proposed event/program. What would be the consequences if the proposed event/program is not funded in the next year?

The City, and the region, would face losing a major attraction because the museum would be required to make such drastic cuts that it would impact the museum’s long-term viability.

Without the Museum of South Texas History, much of the region’s history would be lost, as would an important center for preserving our community’s sense of identity and an opportunity for learning. It is well-established that children who visit museums early in life with their parents become life-long learners, a trait essential for success in life. As a center for educational opportunity, with excellent schools and a university, the City of Edinburg provides opportunity to become educated and succeed in life. What MOSTHistory visitors call a “world-class” museum makes the educational offerings more comprehensive and sets Edinburg apart from other communities in the region.

City of Edinburg General Fund dollars have long been applied to general operation of the museum, which can include anything from personnel to utilities; for purposes of this application, and later reporting, we have selected the personnel category. We respectfully request, however, that in the event not all funds are needed for personnel (due to unanticipated turnover, or incomplete funding) they could be applied to other categories such as utilities, advertising, etc. If this category is not funded completely, the museum will not be able to add staff, fill vacant positions, or provide raises—and could be faced with reducing already-inadequate staffing.

The Hotel Occupancy Tax dollars (\$95,000) are directed to the very essence of the museum’s annual activities. The museum’s exhibits and public programs provide the magnet to draw

visitors to the museum. The preservation activities include the materials, equipment and training associated with acquisition and preservation of the museum's collection and the development of exhibits and programs. The marketing/public relations activities are the means by which the public is informed of the activities that are occurring at the museum. Failure to fund this segment of the museum's budget would reduce or eliminate public programming, preservation activities, and the museum's ability to inform the community of its activities; this would result in a visitation decrease and jeopardize the care of the museum collection. It would deprive the community of an opportunity for education that cannot be found in any other location in the region.

**V. Event/Program Timeline and Benchmarks**

1. When will the event/program Fiscal Year Begin 10/01/16 End 09/30/17
2. If funded indicate below the amount of City of Edinburg funds to be spent each quarter, beginning October 1, 2016 and ending September 30, 2017:

2016 Oct., Nov., & Dec.: \$80,000\*      2017 Jan., Feb., March: \$ 55,000

2017 April, May, June: \$ 55,000      2017 July, Aug., Sept.: \$ 55,000

\*\$25,000 to be applied in the museum's FY2016 for salaries.

3. Indicate below the amount of City of Edinburg beneficiaries to be assisted during each quarter:

*Because this is a request for data that has not been and cannot be maintained in this manner for all contacts, **conservative estimates** are based on the museum's FY 2015 data and are for on-site contacts only.*

Beginning October 1, 2016 and Ending September 30, 2017

2016 Oct., Nov., & Dec.: 3,100      2017 Jan., Feb., March: 3,100

2017 April, May, June: 3,100      2017 July, Aug., Sept.: 3,100

**VI. REQUIRED ATTACHMENTS**

**If application is NOT signed by Authorized Representative, Application will be disqualified.**

1. Articles of Incorporation

2. Proof of tax exemption (Tax ID#) (**See # 11, below**)
3. Must provide a copy of the most current single or program audit report prepared by an independent certified public accountant. Include Independent Auditor's Report, Management Letter, if noted in the Audit, and the response to the Management Letter addressing all issues, concerns, and/or findings.
4. Copy of most recent 990 Tax Return. (Year 2015, if no 2013 provide copy of IRS Form 8868)
5. Current budget for agency – Show all sources of expected revenues and expenditures.
6. Applicant's By-Laws.
7. Resume of Chief Program Administrator.
8. Resume of Chief Fiscal Officer.
9. Board of Directors: Provide names, addresses, occupants, and phone numbers of current Board of Directors. Include position/title on Board.
10. Organizational Chart.
11. Documentation of non-profit status. Include state and federal tax exempt determination letters.
12. **Authorized Officials:** Designated officials authorized to enter into contracts. Identify all personnel with signatory powers. Provide a letter signed by Board Member or approved "Minutes".
13. In accordance with City ordinances, Contractor 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.

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**Note: The City of Edinburg will hold a budget work session to review funding requests for Fiscal Year 2016-2017 Budget. The date/time for the work session will be determined at a later date.**

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If this request is accepted for funding, the applicant must be willing to comply with all applicable federal, state and city requirements and enter into a funding agreement with the City of Edinburg.

I certify under penalty of perjury the foregoing application for City of Edinburg funds for 2016/2017 is true and correct. I understand additional documentation may be required if award is granted.

*Shan Rankin*  
Signature: *Stephanie Moore* Date: 10-6-16  
[must be Authorized Representative]

Please print or type name and title of signer:

Name: Stephanie Moore/Shan Rankin

Title: Board Chairman/Executive Director

2. Proof of tax exemption (Tax ID#) (**See # 11, state and federal tax exempt determination letters.**)

**\$150,000 in General Funds is applied to Salaries and Wages. Summary provided below.**

<b>City of Edinburg FY2016-17 Budget Request Info requested by City on 9.29.16 for revised approved budget</b>	
<b><u>AAM Position</u></b>	<b><u>MOSTH</u></b>
Exec. Director	\$ 75,800
Development Director	\$ 51,700
Curator Chief	\$ 53,400
Curator Chief	\$ 51,700
Controller	\$ 51,700
Public Prgm Mgr/Outreach Coord.	\$ 30,100
Curatorial Asstnt	\$ 14,000
Facilities Mgr *	\$ 28,900
Maint./Landscape *	\$ 25,900
Vis. Research Asstnt	\$ 28,900
Director of Educ.	\$ 40,000
Archivist	\$ 41,300
Curatorial Asstnt	\$ 17,300
IT(B)	\$ 38,900
Bookkeeper *	\$ 39,900
Development(B)	\$ 35,000
Director of PR	\$ 32,800
Receptionist *	\$ 21,000
Subtotal Current	
Educ. Asstnt	\$ 37,000
Coord. Of Exhibitions	\$ -
Social Media Mgr	\$ -
Functions Mgr (Rental/Sp. Events)	\$ -
Admin Asstnt to Director	\$ -
Deputy Director Prgm	\$ -
Subtotal Proposed New	
Base Wages	\$ 715,300
Benefits (Ins,IRA)	\$ 181,565
Payroll Taxes	\$ 216,720
Total Compensation	\$ 1,113,585
Kelly Services	\$ 80,000
Grand Total	\$ 1,193,585

# **Exhibit “B”**

## **Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2016

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).

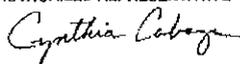
<b>PRODUCER</b> Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Gabaza, CIC		<b>CONTACT NAME:</b> Nancy Olmedo <b>PHONE (A/C, No, Ext):</b> 956-682-2841 <b>FAX (A/C, No):</b> 956-630-4015 <b>E-MAIL ADDRESS:</b> nolmedo@swkins.com	
<b>INSURED</b> Museum of South Texas History 200 N. Clossner Edinburg, TX 78539		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : <b>Berkley Regional Insurance Co.</b>	
		INSURER B : <b>Employers Preferred Insurance</b>	
		INSURER C :	
		INSURER D :	
		INSURER E :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDE SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BPK200859411	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BPK200859411	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		BUM200870012	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EIG170269402	06/25/2015	06/25/2016	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Edinburg 415 West University Drive Edinburg, TX 78540	<b>CITYEDB</b>	<b>CANCELLATION</b>  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 

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Enter Into an Agreement with the Edinburg Convention & Visitors Bureau, a Division of the Edinburg Chamber of Commerce, for the Period of October 01, 2016 through September 30, 2017, for Funding from the Hotel Occupancy Tax Fund. [Sonia Marroquin, Assistant City Manager]

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**STAFF COMMENTS AND RECOMMENDATION:**

The objective of the Edinburg Convention and Visitors Bureau (ECVB), a division of the Edinburg Chamber of Commerce, is to increase tourism in Edinburg. The ECVB contracts with the City of Edinburg in order to utilize funds from the Hotel Occupancy Tax Fund to conduct various activities throughout the year which encourage and attracts visitors to Edinburg.

The City Council approved \$186,500.00 for Fiscal Year 2016-2017. Funding from the City shall be utilized for general operations, including personnel services, postage, tourist information phone line, contractual services, convention and meetings, trade shows, and staff development, as identified in their proposed budget.

The contract establishes the work to be performed by ECVB during the 2016-2017 Fiscal Year. All basic terms of the previous contract shall remain the same.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter Into an Agreement with the Edinburg Convention & Visitors Bureau, a Division of the Edinburg Chamber of Commerce, for the Period of October 01, 2016 through September 30, 2017 for Funding from the Hotel Occupancy Tax Fund.

**REVIEWED BY:**

**PREPARED BY:**

Cindy Gutierrez,  
Administrative Assistant

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

Â /s/Sonia Marroquin  
Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**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

<b>STATE OF TEXAS</b>	<b>§</b>	<b>PUBLICITY AND TOURISM AGREEMENT –</b>
<b>COUNTY OF HIDALGO</b>	<b>§</b>	<b>EDINBURG CONVENTION &amp; VISITORS</b>
<b>CITY OF EDINBURG</b>	<b>§</b>	<b>BUREAU, A DIVISION OF THE EDINBURG</b>
		<b>CHAMBER OF COMMERCE</b>

This agreement, entered into this the \_\_\_\_\_ day of October, 2016 by and between the City of Edinburg, a municipal corporation of Hidalgo County, Texas (hereinafter referred to as "City") and the Edinburg Convention & Visitors Bureau, a division of the Edinburg Chamber of Commerce (hereinafter referred to as ECVB).

**RECITALS**

**WHEREAS**, the Edinburg Convention & Visitors Bureau is a division of the Edinburg Chamber of Commerce; and

**WHEREAS**, the objective of the ECVB is to increase tourism and attract tourists to Edinburg, Texas by conducting and participating in various activities throughout the year; and

**WHEREAS**, the City of Edinburg, Texas by authority of powers granted to it under state statutes and its City Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Edinburg; and

**WHEREAS**, the City of Edinburg adopted the Fiscal Year 2016-2017 Budget on September 6, 2016; and

**WHEREAS**, the City of Edinburg allocated \$186,500.00 in the Fiscal Year 2016-2017 Budget within the Hotel Occupancy Tax Fund for ECVB operations; and

**WHEREAS**, said funding will be utilized by the ECVB to operate effectively and efficiently while promoting the City of Edinburg;

**NOW, THEREFORE**, the City and the ECVB do mutually agree to the following

**SECTION I**  
**RESPONSIBILITIES OF CITY**

As part of its obligation under statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City of Edinburg hereby agrees to pay to the Edinburg Convention & Visitors Bureau a portion of the money actually received by the City from the local hotel occupancy tax as collected by the County Tax Assessor-Collector, in consideration for the Edinburg Convention & Visitors Bureau advertising and promoting tourism for the visitor market from which the City of Edinburg derives direct tourism income benefit.

**SECTION II**  
**RESPONSIBILITIES AND SCOPE OF SERVICES OF THE ECVB**

The Edinburg Convention & Visitors Bureau agrees that any local hotel occupancy tax funds paid to it by the City of Edinburg Shall be used only in the following specific areas:

1. The furnishing of facilities, personnel and materials for the registration of convention delegates, registrants and tourists.
2. Advertising and conducting solicitation and promotional programs to attract tourists and convention delegates or registrants to the City and its surrounding areas.
3. Advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or Chambers.
4. To furnish and provide services and programs as stipulated in the Budget (Exhibit "A") and performance Indicators.
5. Devise and coordinate special events to attract (1) winter visitors, (2) conventions, (3) Mexican visitors, and (4) other Valley residents.
6. Create and coordinate an effective public relations campaign designed to build on Edinburg's designation as an All-America City and an enjoyable tourist destination.
7. Construct facilities to promote tourism with City Council's written approval.

The Edinburg Convention & Visitors Bureau agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourist, and conventions to the local area and to the City of Edinburg by publishing and distributing brochures and community information packets, by advertising in various tourists publications and general media publications which area appropriate, by representing the City of Edinburg in travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City Edinburg and by using all appropriate means to increase the traveling public's awareness of the cultural and recreational advantage of the local area and the City of Edinburg.

The Edinburg Convention & Visitors Bureau further agrees that it will seek to achieve economic benefit for the City of Edinburg through all of such activities, that it will provide tourist related information about the City of Edinburg upon request, and that it will serve as an advisory board to the City, on request, in matters related to expanding the tourist derived economy.

The following Performance Measures will be used as indicators of the services being provided by the Edinburg Convention & Visitors Bureau:

- a. Increase Sales Tax Revenues
- b. Increased Hotel Occupancy tax Revenues
- c. Increased RV Occupancy Rates
- d. Timely and thorough tourism and financial reporting
- e. Creativity and innovation exhibited in Bureau Programs
- f. Level of participation at Bureau tourism activities

The Edinburg Convention & Visitors Bureau shall secure sufficient numbers of employees to accomplish this Agreement. The Edinburg Convention & Visitors Bureau shall further provide

such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

The Edinburg Convention & Visitors Bureau shall provide to the City quarterly reports on the activities that are conducted to benefit the City of Edinburg, as well as an annual financial audit and statement listing the expenditures made from revenue from the local hotel occupancy tax fund. This audit shall be presented on or before December 31, 2016. It is further agreed by the Edinburg Convention & Visitors Bureau that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

The Edinburg Convention & Visitors Bureau shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspections and review.

### **SECTION III** **PAYMENTS**

City agrees to pay the Edinburg Convention & Visitors Bureau for services herein contracted for on a quarterly cost reimbursement basis, except that the total compensation to Bureau shall not exceed \$186,500.00. Such payments will be dependent upon and shall not exceed the availability of Hotel Occupancy Revenues.

Payment for services to the Edinburg Convention & Visitors Bureau shall be based upon request for reimbursement with proper documentation. Payment will be made in compliance with and as required by new state legislative law. City shall have the right to audit and inspect the Edinburg Convention & Visitors Bureau records to verify expenditures.

It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Edinburg Convention & Visitors Bureau for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to those duties listed in Section II. The portion of the total administrative costs for which hotel occupancy tax revenues are expended may not exceed the actual administrative costs for these activities.

### **SECTION IV** **TIME OF PERFORMANCE**

This Agreement shall begin the 1<sup>st</sup> day of October, 2016 and shall continue in force for a period of one (1) year, ending September 30, 2017. The City shall review the Agreement annually prior to budget adoption.

### **SECTION V** **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 funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

#### **SECTION VI** **SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **SECTION VII** **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 VIII** **INDEMNIFICATION**

The Chamber agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of any kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the operations of the Chamber, its agents, officers and employees, carried out in furtherance of this agreement. This indemnification is intended to include but not be limited

to an indemnification by the Chamber to protect the City of Edinburg from negligence of the Edinburg Chamber of Commerce that results in injury, death or damage.

**SECTION IX**  
**TERMINATION**

It is expressly agreed hereto that thirty (30) days' notice will be given in the event of the termination of this agreement by either party. Said notice of termination shall be in writing. Upon termination, Edinburg Chamber of Commerce shall be paid for all services rendered to date.

**SECTION X**  
**SUCCESSORS AND ASSIGNS**

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Edinburg Convention & Visitors Bureau from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

**SECTION XI**  
**INSURANCE**

The Edinburg Convention & Visitors Bureau shall keep in effect a policy of general liability. Said insurance policy shall name the City of Edinburg as an additional insured. Said policy, or duplicate original thereof, must be filed with the City of Edinburg before any operations contemplated by this Agreement are begun.

**SECTION XII**  
**MISCELLANEOUS**

It is expressly understood and agreed by and between the parties that the Edinburg Convention & Visitors Bureau is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Edinburg.

**IN WITNESS WHEREOF**, the parties have executed three (3) copies of this contract as of the date first above written.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_

Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University  
Edinburg, Texas 78539  
Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

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

BY: \_\_\_\_\_  
City Attorney

**EDINBURG CONVENTION & VISITORS  
BUREAU, A DISIVION OF THE EDINBURG  
CHAMBER OF COMMERCE**

BY: \_\_\_\_\_  
Letty Gonzalez, President  
P.O. Box 85  
Edinburg, Texas 78540  
Phone: (956) 383-4974  
Fax: (956) 383-6942

**Attachment: Exhibit "A" – Request for Funding & Detail Budget  
Exhibit "B" – Certificate of Insurance**

# **Exhibit “A”**

## **Request for Funding & Detail Budget**



CITY MANAGER'S OFFICE  
 P.O. BOX 1079  
 415 WEST UNIVERSITY DRIVE  
 EDINBURG, TEXAS 78540  
 TELEPHONE: (956) 388-8207  
 FAX: (956) 399-8989

**REQUEST FOR FUNDING  
 APPLICATION  
 FISCAL YEAR 2016-2017**

<b>Name of Event/Program: Edinburg Convention &amp; Visitors Bureau</b>
<b>Agency: Edinburg Chamber of Commerce</b>
<b>Executive Director: Letty Gonzalez</b>
<b>Contact Person: Letty Gonzalez</b>
<b>Address: P.O. Box 85, Edinburg, TX 78540</b>
<b>Phone Number/Fax Number: (956) 383-6942</b>
<b>E-Mail of Contact Person: <a href="mailto:chamber@edinburg.com">chamber@edinburg.com</a></b>
<b>Organizations Federal Identification No. (Tax ID#): 74-0605448</b>
<b>Amount Requested: \$306,993</b>
<b>Proposal Due Date: <b>Friday, APRIL 29, 2016 4:00 p.m.</b> Applications submitted after the deadline specified will not be considered.</b>
<b>Note: THE APPLICATION MUST INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY. THE FUNDING APPLICATION MUST BE RECEIVED BY DUE DATE. NO PUNCHED OR STAPLED COPIES, NO NOTEBOOKS OR BINDERS, PLEASE. Any applications sent via facsimile will not be accepted. All applications must be completely filled out. If application is not complete and required documents are not submitted with application, application will not be accepted for consideration.</b>

The City of Edinburg does not discriminate against persons based on race, color, religion, marital status, sex, national origin, ancestry, age, familial status, disability, or any arbitrary basis. If you need special assistance in order to read and understand the information contained herein, please call (956) 388-8206.

RECEIVED

APR 29 2016

CITY OF EDINBURG  
 CITY MANAGER'S OFFICE  
 Page 1148

## Application for City of Edinburg Funds

All public or private non-profit agencies, organizations, or authorities are eligible to apply for City of Edinburg funds. This application must be completed and submitted to the City of Edinburg City Manager's Department, 415 West University Drive, P.O. Box 1079, Edinburg, Texas 78541.

### I. AGENCY INFORMATION

1. Longevity: Number of Years agency has been in business: **83 Years**
2. Does your agency develop or explore new sources to generate funds such as soliciting donations, fundraisers, applying for grants, etc.)?      Yes       No
3. Has the agency been involved in any lawsuits?      Yes       No
4. Are there any outstanding judgments against the agency?      Yes       No
5. Disclosure of Potential Conflict of Interest:

Are any of the Board Members or employees of the agency which will be carrying out this program, or members of their immediate families, or their business associates:

- A. Employee of the City of Edinburg or related to a City employee?      Yes       No
- B. Members of or closely related to members of Edinburg City Council or Advisory Committee Board?      Yes       No

If you answered "Yes" to any questions A-B, you must provide an explanation. The existence of a potential conflict of interest does not necessarily make the program ineligible for funding, but the existence of an undisclosed conflict may result in the termination of any grant awarded. List all individuals associated with the applicant or ownership entity that have a reportable financial interest in the program. Include type of participation in the program, percentage, and dollar amount of financial interest in the program. \_\_\_\_\_

6. Does the agency formally evaluate and measure the effectiveness of this program?  
Yes       No

7. What steps have been taken in the past year to make the agency more cost effective?  
**The Edinburg Conventions and Visitors Bureau / The Edinburg Chamber of Commerce evaluates programs based on the attendance, costs, participation, and the community response. The Board of Directors also has (volunteers and members of the community) an annual planning session where program of work is discussed and evaluated.**

## II. AGENCY OVERVIEW

1. Provide a brief summary of the agency.

**It is the mission of the Edinburg Convention & Visitors Bureau to provide leadership in initiating as well as coordinating the marketing of Edinburg throughout the world as a highly desirable vacation and convention destination; to solicit and serve conventions and other related group business; and to engage in visitor promotions which generate overnight stays for Edinburg, thereby, enhancing and developing the economic fabric of the community.**

2. Indicate if this is a new or existing project below:

Existing Event/Program (Previously Funded by the City)  
Is the service a quantifiable increase?  Yes or  No

New Event/Program (Never been funded by the City)

3. What is the full service area of this agency?

Edinburg  
 Other

Please describe Service Areas: Tourism – National and International

4. Demand for Services

- a. Explain the need for this program and the gap in services in the City of Edinburg. Provide **QUANTITATIVE DATA** to your explanation.

**The Edinburg Convention & Visitors Bureau must continue to be recognized as a viable entity, not only in the Texas travel industry, but also as a marketing strength in the Rio Grande Valley. In order to achieve this goal, there are many projects, programs and activities that need the participation and support of the City. In addition to many projects that we must do on a daily basis to stay competitive in the marketplace, the CVB will continue to develop and innovate such projects and programs and work cooperatively with other organizations to promote the City of Edinburg throughout the state and region.**

**Also see Chart C – 76% goes to services**

- b. Was this program funded by the City in FY 2015-2016? Yes  No   
If yes, what **NEW or EXPANDED** services will your agency provide for the Community (be quantitative)? \_\_\_\_\_

**We will be marketing the City of Edinburg internationally (Canada, Europe –through our coops), locally and throughout the region to help promote tourism in our area. We will also be promoting our museum, festivals, hotels/motels, restaurants, and retail stores to help increase hotel/motel tax occupancy and sales tax revenue. We will advertise on the internet with “google ads” and face book ads to promote and market Edinburg as a tourism destination. We will also enhance our programs for our winter tourists. We will be hosting travel riders from other countries (Australia, Netherlands, England, etc.) and allow them to stay in our hotels, eat at our restaurants and visit our museums, birding center, golf courses, etc. They will then, return home and write about their experience in our city and promote Edinburg as a great place to visit. We will also be working with organizations or individuals to recruit conferences to our city.**

5. Clientele

- a. How many individuals will be served by this program? **66,225** Individuals
- b. What is the estimated cost to provide services to one person? **\$4.65**
- c. What is the target population? (Example: elderly, disabled, abused children etc.)  
**Our target areas are winter tourists, tourists in general, students individuals relocating, local residents and individuals from the surrounding areas.**

6. Performance Management (Measuring Your Goals and Objectives)

Show how you identify and measure the results and impacts brought about by your event/program. When completing this section keep in mind the question - **“How do we know this event/program is making a difference in the lives of those we serve”?**

When Winter Texan season is here, we have two events. We speak with the winter Texans personally and ask them questions about their stay and why they chose Edinburg. We also call the MH/RV Parks and ask about their capacity at the beginning of the season and towards the end. We also have a Hotel/Motel Association that meets once a month to discuss upcoming events and they inform us of the occupancy stays. This information that we gather helps us decide to keep the event and/or enhance for the following year. The events/programs that we organize benefits businesses, individuals, and our community as a whole.

**III. Event/Program Description**

1. Provide a brief description of the specific event/program for which you are requesting funding and how the problem or need involves residents in Edinburg.

**By increasing tourism in our area, it brings in more revenue when in return, allocates more funds to enhance our community (streets, drainage, police, fire, etc.). It also allows our business community to generate more sales for their business.**

**Here is a list of some of the events the Edinburg Convention and Visitors Bureau organizes or participants in to promote tourism in our area: Welcome Back Winter Texan / Expo, Hasta La Vista Pachanga, Tours of Edinburg, Edinburg on Wheels, Texas Cook'em High Steaks in Edinburg, Fiesta Edinburg, Cinco de Mayo, UFO Conference, International Travel Show – Canada, South Texas International Film Festival, Winter Texan Health Fair/Expo, McAllen International Travel Show, Night of Lights.**

2. Please provide the number of individuals assisted in the following fiscal years:

	FY 2015/16	PROPOSED FOR 2016/17
TOTAL # ASSISTED	<u>63,100</u>	66,225
% OF EDINBURG RESIDENTS SERVED:	N/A	N/A

3. List similar projects in Edinburg. Is there a coordinating agency? If so, whom? (Name, Address & Phone Number of Contact Person) **No**

4. Provide backup information regarding event/program service necessity, such as surveys, waiting list, etc.

**From the results of a survey conducted three years ago, the Edinburg Chamber of Commerce did not only have a better understanding of the public's view of the event but also how the Chamber can improve the event. This survey will provide the quality of life in our community for people to enjoy.**

5. Attach letter(s) of support for this event/program. (See Attachments)

6. If this event/program is unfunded or partially funded, will the event/program be carried out?  
**No**

7. Is there a fee for your services? If so, please attach a fee schedule. **No**

**IV. Budget (Please see attached itemized budget)**

1. Please list City of Edinburg funding amount requested and other sources of funds and amounts for this event/program.

A. Funding amount requested from City of Edinburg \$ 306,993

B. **Other Sources** **Funding Amount**  
N/A N/A

2. Provide a line-item budget that will identify the allocation of the requested City of Edinburg amount.

CATEGORY	FUNDS REQUESTED
Salaries	\$
Fringe Benefits	\$
Utilities	\$
Travel	\$
Capital	\$

Postage	\$
Advertising	\$
Program Supplies	\$
Other (Specify)	\$
<b>Total Event/Program Expenses</b>	<b>\$</b>

3. Is event/program dependent on "Other Funds"? N/A

*Note: If other funds are pending approval and the event/program is dependent on them, please be advised that we reserve the right to rescind City of Edinburg Funding if other funding becomes unavailable.*

4. Identify what percentage of City of Edinburg Funding will be used for staffing and operations? 24% (See Chart C)

5. Identify what percentage of City of Edinburg funding will be used for direct benefit. 76% (See Chart C)

6. Describe the need and the degree of urgency for the proposed event/program. What would be the consequences if the proposed event/program is not funded in the next year?

**We coop with other associations (throughout the Rio Grande Valley and the State of Texas) that work in the tourism industry to promote tourism in our region. If we don't receive funding, there will be no resources or representation to promote Edinburg as a tourism destination.**

**V. Event/Program Timeline and Benchmarks**

1. When will the event/program Fiscal Year Begin **October 1, 2016** End **September 30, 2017**
2. If funded indicate below the amount of City of Edinburg funds to be spent each quarter:  
Beginning October 1, 2016 and ending September 30, 2017.

2016 Oct., Nov., & Dec.: **\$76,748.25** 2017 Jan., Feb., March: **\$76,748.25**

2017 April, May, June: **\$76,748.25** 2017 July, Aug., Sept.: **\$76,748.25**

3. Indicate below the amount of City of Edinburg beneficiaries to be assisted during each quarter:

Beginning October 1, 2016 and Ending September 30, 2017

2016 Oct., Nov., & Dec.: **\$76,748.25** 2017 Jan., Feb., March: **\$76,748.25**

2017 April, May, June: **\$76,748.25** 2017 July, Aug., Sept.: **\$76,748.25**

**VI. REQUIRED ATTACHMENTS**

**If application is NOT signed by Authorized Representative, Application will be disqualified.**

1. Articles of Incorporation
2. Proof of tax exemption (Tax ID#)
3. Must provide a copy of the most current single or program audit report prepared by an independent certified public accountant. Include Independent Auditor's Report, Management Letter, if noted in the Audit, and the response to the Management Letter addressing all issues, concerns, and/or findings.
4. Copy of most recent 990 Tax Return. (Year 2015, if no 2013 provide copy of IRS Form 8868)
5. Current budget for agency – Show all sources of expected revenues and expenditures.
6. Applicant's By-Laws.

7. Resume of Chief Program Administrator.
8. Resume of Chief Fiscal Officer.
9. Board of Directors: Provide names, addresses, occupants, and phone numbers of current Board of Directors. Include position/title on Board.
10. Organizational Chart.
11. Documentation of non-profit status. Include state and federal tax exempt determination letters.
12. **Authorized Officials:** Designated officials authorized to enter into contracts. Identify all personnel with signatory powers. Provide a letter signed by Board Member or approved "Minutes".
13. In accordance with City ordinances, Contractor 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.

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**Note: The City of Edinburg will hold a budget work session to review funding requests for Fiscal Year 2016-2017 Budget. The date/time for the work session will be determined at a later date.**

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If this request is accepted for funding, the applicant must be willing to comply with all applicable federal, state and city requirements and enter into a funding agreement with the City of Edinburg.

I certify under penalty of perjury the foregoing application for City of Edinburg funds for 2016/2017 is true and correct. I understand additional documentation may be required if award is granted.

Signature: *Letty Gonzalez* Date: 4/29/2016  
 [must be Authorized Representative]

Please print or type name and title of signer:

Name: Letty Gonzalez  
 Title: President

**EDINBURG CONVENTION & VISITORS BUREAU**

a division of the Edinburg Chamber of Commerce

**2016-2017**

**E.C.V.B. PROPOSED BUDGET**

ECVB FUNDING	Budget 2015-16	Budget 2016-17
Hotel/Motel Occupancy Fund Budget	2015-16 \$186,500.00	2016-17 \$ 186,500.00
<b>TOTAL REVENUES</b>	<b>\$186,500.00</b>	<b>\$ 186,500.00</b>
	<b>Line Item Breakdown</b>	
<hr/>		
<b><u>10-2010 PERSONNEL SERVICES</u></b>		
SALARIES (one full time)	\$ 39,900.00	\$ 39,500.00
EMPLOYEE HEALTH INSURANCE	\$ 7,200.00	\$ 5,000.00
PAYROLL TAXES	\$ 3,600.00	\$ 3,700.00
Simple IRA	\$ 1,150.00	\$ 1,200.00
<b>CATEGORY TOTAL</b>	<b>\$51,850.00</b>	<b>\$ 49,400.00</b>
<b><u>10-4030 OPERATING / UTILITIES</u></b>		
Utilities, rent, office supplies, postage, internet, website Toll Free 800 Tourist Information Line, telephone, copier, fax machine, computer maintenance, janitorial, security, janitorial service, use of meeting rooms, etc.	\$ 21,000.00	\$ 21,000.00
<b>CATEGORY TOTAL</b>	<b>\$21,000.00</b>	<b>\$ 21,000.00</b>
<b><u>10-6050 CONTRACTUAL &amp; CO-OPS</u></b>		
AUDIT	\$ 3,500.00	\$ 4,000.00
SOUTH TEXAS NATURE COOP	\$ 2,350.00	\$ 2,500.00
SOUTH TEXAS TOURISM COOP	\$ 2,350.00	\$ 2,500.00
RGV FILM COMMISSION	\$ 500.00	\$ 500.00
Marketing Promotion-Google Ad / Facebook Ads	\$ 13,000.00	\$ 12,500.00
<b>CATEGORY TOTAL</b>	<b>\$21,700.00</b>	<b>\$ 22,000.00</b>
<b><u>10-7060 CONVENTION &amp; MEETINGS</u></b>		
<b>SALES &amp; BID PRESENTATIONS</b>		
Convention/Meeting/Reception Name Badges	\$ 1,000.00	\$ 2,000.00
<b>PROMOTIONAL ITEMS (Collateral)</b>		
Kolder Holders	\$ 2,000.00	\$ 2,000.00
Reusable Grocery Tote		\$ 2,000.00
Eco Sports Bottle	\$ 2,000.00	\$ -
Calendars	\$ 800.00	\$ 800.00
Pens/Pencils (11,500)	\$ 1,800.00	\$ 1,800.00
Convention/Meeting Delegate Goodie Bags	\$ 1,500.00	\$ 1,500.00
Postcards	\$ 1,000.00	\$ 1,000.00
Lapel Pins (2,750)	\$ 500.00	\$ 500.00
Candies	\$ 500.00	\$ 500.00
Tumblers (1,000)	\$ 1,000.00	\$ 1,000.00
Toothpick Holders	\$ 500.00	\$ 500.00
Retractable Phone Chargers		\$ -
USB Travel Drives		\$ 1,000.00
Sewing Kits		\$ -
<b>PROFESSIONAL MEALS &amp; MEETINGS</b>	<b>\$ 4,000.00</b>	<b>\$ 5,000.00</b>
<b>CATEGORY TOTAL</b>	<b>\$16,600.00</b>	<b>\$ 19,600.00</b>

**10-8070 TRADE SHOWS & STAFF DEVELOPMENT**

STAFF DEVELOPMENT(promote in Canada at W.T. Expos	\$	5,000.00	\$	5,000.00
TRAVEL TRADE SHOWS(and other cities)				
<b>CATEGORY TOTAL</b>			<b>\$5,000.00</b>	<b>\$ 5,000.00</b>

**10-9080 DUES & SUBSCRIPTIONS**

Texas Travel Industry Association	\$	500.00	\$	500.00
Texas Association of Convention & Visitors Bureaus	\$	500.00	\$	500.00
Texas Hotel/Motel Association	\$	2,500.00	\$	2,650.00
International Fairs & Events Association	\$	300.00	\$	300.00
Texas Assoc. Festivals & Events	\$	300.00	\$	300.00
Texas Tropical Trail Region	\$	750.00	\$	750.00
<b>CATEGORY TOTAL</b>			<b>\$4,850.00</b>	<b>\$ 5,000.00</b>

**10-5040 PROMOTION, ADVERTISING & MARKETING****REGIONAL & STATE MARKETING**

RGV Parkbook	\$	1,500.00	\$	1,500.00
RGV Guidebook	\$	1,500.00	\$	1,500.00
Winter Texan Times	\$	3,000.00	\$	3,000.00
RGV Partnership (Visitor's Guide)	\$	2,500.00	\$	2,500.00
RGV Bird/Butterfly Map	\$	1,500.00	\$	1,500.00
RGV Attractions Map	\$	1,500.00	\$	1,500.00
The Travel Show / Winter Texan Expo	\$	1,500.00	\$	1,500.00
TTIA File Folder	\$	1,500.00	\$	1,500.00
<b>CATEGORY TOTAL</b>			<b>\$14,500</b>	<b>\$14,500.00</b>

**LITERATURE DISTRIBUTION & PRODUCTION PROGRAM**

Edinburg Visitors Guide	\$	5,000.00	\$	5,000.00
<b>CATEGORY TOTAL</b>			<b>\$5,000</b>	<b>\$ 5,000.00</b>

**FESTIVAL PROMOTIONS**

I Shop	\$	2,000.00		
Night of Lights	\$	2,000.00	\$	2,000.00
Winter Texan Promotion	\$	5,000.00	\$	5,000.00
Welcome Back Winter Texan Expo, Hasta La Vista Pachanga				
Tour de Edinburg	\$	3,000.00	\$	3,000.00
Texas Cook'em (fireworks, entertainment, logistics)	\$	25,000.00	\$	25,000.00
Out of this World Conference	\$	2,500.00	\$	2,500.00
<b>CATEGORY TOTAL</b>			<b>\$39,500</b>	<b>\$ 37,500.00</b>

**BROCHURE DISTRIBUTION - CONTRACTUAL**

	\$	4,000.00	\$	5,000.00
<b>CATEGORY TOTAL</b>			<b>\$4,000</b>	<b>\$ 5,000.00</b>

**TRANSPORTATION**

North Dakota Study Group Conference Feb/March 2016 (provide transportation to and from Airport/Hotel/Conference Meeting @ UTPA Haggard Bldg. for two days)	\$	2,500.00	\$	2,500.00
<b>CATEGORY TOTAL</b>			<b>\$2,500</b>	<b>\$ 2,500.00</b>

**TOTAL BUDGET**

	\$186,500	\$	186,500.00	\$ 186,500.00
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<b>TOTAL OPERATING EXPENSE</b>	\$	186,500.00	\$	186,500.00	\$	186,500.00	\$	186,500.00
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# **Exhibit “B”**

## **Certificate of Insurance**



**WORKERS' COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE POLICY**

6210 E Highway 290  
Austin, Texas 78723-1098

**INFORMATION PAGE**

ITEM 1	EDINBURG CHAMBER OF COMMERCE 602 W UNIVERSITY DR EDINBURG, TX 78539-3232	POLICY NUMBER <b>SBP-0001114354 20160301</b>
INSURED NAME AND ADDRESS		Federal Tax ID      74-0605448
PRODUCER  25389	OTHER WORKPLACES NOT SHOWN ABOVE: see attached schedule of operation. VALLEY INSURANCE SERVICES COMPANY DBA: ALDRICH SMITH & BAKER 508 S 12TH AVE EDINBURG, TX 78539	Bureau Number Branch                      AUSTIN Renewal of                0001114354 Entity                      CORPORATION Interim Adjustment Group NCCI Carrier Code    29939

ITEM 2      The Policy Period is from: 3-01-2016      To: 3-01-2017      12:01 A.M. standard time at the insured's mailing address

ITEM 3

**A. Workers' Compensation Insurance:** Part One of the policy applies to the Workers' Compensation Law of the states listed here: TEXAS

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are:

Bodily Injury by Accident	\$	500,000	Each Accident
Bodily Injury by Disease	\$	500,000	Each Employee
Bodily Injury by Disease	\$	500,000	Policy Limit

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here: NONE

**D. This policy includes these endorsements and schedules:**

See Schedule of Endorsements attached

ITEM 4

The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

TOTAL ESTIMATED STANDARD PREMIUM	\$	614.00
WAIVER OF SUBROGATION	:	.00
INCREASED EMPLOYERS LIABILITY LIMITS	:	100.00
TOTAL PREMIUM SUBJECT TO MODIFICATIONS	:	714.00
PREMIUM MODIFIED TO REFLECT PREM INCENTIVE OF ( .85 )	:	107.00-
PREMIUM MODIFIED TO REFLECT SCHEDULE RATING OF ( )	:	.00
WORKERS' COMP HEALTH CARE NETWORK DISCOUNT ( )	:	.00
DEDUCTIBLE PREMIUM	:	.00
ADMIRALTY/FELA OR L & H W	:	.00
PREMIUM DISCOUNT, IF APPLICABLE ( )	:	.00
EXPENSE CONSTANT CHARGE	:	150.00
<b>TOTAL ESTIMATED ANNUAL PREMIUM</b>	<b>\$</b>	<b>757.00</b>
MINIMUM PREMIUM	178.00	
DEPOSIT PREMIUM	757.00	

Issue Date: 3-07-2016

Countersigned by

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**DECLARATIONS (CONTINUED)**

Businessowners Policy for EDINBURG CHAMBER OF COMMERCE  
 Policy Number 90-KK-5536-8

**SECTION I - PROPERTY SCHEDULE**

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	602 W UNIVERSITY EDINBURG TX 78539-3233	\$ 634,900	\$ 91,200	25%

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Cov A - Inflation Coverage Index: 146.6  
 Cov B - Consumer Price Index: 238.7

**SECTION I - DEDUCTIBLES**

**Basic Deductible** \$1,000

**Special Deductibles:**

Money and Securities \$250      Equipment Breakdown \$1,000

Other deductibles may apply - refer to policy.



## DECLARATIONS (CONTINUED)

Businessowners Policy for EDINBURG CHAMBER OF COMMERCE  
 Policy Number 90-KK-5536-8

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$2,000
Money And Securities (On Premises)	\$5,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included

DECLARATIONS (CONTINUED)

Businessowners Policy for EDINBURG CHAMBER OF COMMERCE  
Policy Number 90-KK-5536-8

Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$33,000
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

---

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

**SECTION II - LIABILITY**

---

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000



## DECLARATIONS (CONTINUED)

Businessowners Policy for EDINBURG CHAMBER OF COMMERCE  
 Policy Number 90-KK-5536-8

Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
<b>AGGREGATE LIMITS</b>	<b>LIMIT OF INSURANCE</b>
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

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**FORMS AND ENDORSEMENTS**


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CMP-4100	Businessowners Coverage Form
CMP-4788	*Addl Insd Mgrs Lessor of Prem
CMP-4243.1	Amendatory Endorsement
FE-6999.2	Terrorism Insurance Cov Notice
CMP-4802	Addl Insd Lessor of Leased Eqp
CMP-4839	Loss Payable
CMP-4709	Money and Securities
CMP-4705	Loss of Income & Extra Expnse
CMP-4804	Addl Insd Club Members
FD-6007	Inland Marine Attach Dec
	* New Form Attached

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**SCHEDULE OF ADDITIONAL INTERESTS**


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**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP4788  
**Loan Number:** N/A

COUNTY OF HIDALGO  
 100 E CANO ST  
 EDINBURG TX 785394582

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP4788  
**Loan Number:** N/A

CITY OF EDINBURG  
 PO BOX 1079  
 EDINBURG TX 785401079

Prepared  
 APR 11 2016  
 CMP-4000

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Continued on Reverse Side of Page

Page 1166 5 of 7

DECLARATIONS (CONTINUED)

Businessowners Policy for EDINBURG CHAMBER OF COMMERCE  
Policy Number 90-KK-5536-8

Interest Type: Addl Insured-Section II  
Endorsement #: CMP4788  
Loan Number: N/A

EDINBURG C I S D  
PO BOX 990  
EDINBURG TX 785400990

Interest Type: Addl Insured-Section II  
Endorsement #: CMP4802  
Loan Number: N/A

HEART OF AMERICA  
2315 S 25TH ST  
HARLINGEN TX 785508513

Interest Type: Addl Insured-Section II  
Endorsement #: CMP4788  
Loan Number: N/A

ROY ARCE  
3317 E CURVE RD  
EDINBURG TX 785426587

Interest Type: Loss Payee  
Endorsement #: CMP4839  
Loan Number: N/A

DE LAGE LANDEN FINANCIAL  
SERVICES INC  
1111 OLD EAGLE SCHOOL RD  
WAYNE PA 190871453



DECLARATIONS (CONTINUED)

Businessowners Policy for EDINBURG CHAMBER OF COMMERCE  
Policy Number 90-KK-5536-8

This policy is issued by State Farm Lloyds, Inc.

SERVICE OF PROCESS - Service of Process may be had upon the State Official duly designated for such purpose in the state in which the property insured hereunder is located if State Farm Lloyds is licensed in such state; or upon the Commissioner of Insurance of the State of Texas; or upon the duly appointed Attorney-in-Fact for State Farm Lloyds at Dallas, Texas. Underwriters at State Farm Lloyds have complied with the laws of the State of Texas regulating Lloyds plan insurance and said statutes are hereby made a part of the policy. The entire assets of State Farm Lloyds supports its policies, but each individual underwriter's liability is several and not joint and is limited by law to the amount fixed by his/her underwriter's contract and subscription and no underwriter is liable as a partner. This policy is made and accepted subject to the foregoing stipulations and conditions together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no agent or other representative of State Farm Lloyds shall have the power to waive any provision or condition of this policy. This policy is non-assessable and no contingent liability of any kind and character attaches to the insured named herein.

In Witness Whereof, State Farm Lloyds has caused this policy to be signed by its President and Secretary.

By:

*Michael S. Way*  
Secretary  
State Farm Lloyds, Inc.  
Attorney-in-Fact

State Farm Lloyds

*Phillip H. Hawkins*  
President  
State Farm Lloyds, Inc.  
Attorney-In-Fact



STATE FARM LLOYDS  
A LLOYDS COMPANY IN DALLAS, TEXAS

P. O. Box 799100  
Dallas, TX 75379-9100

M-25-8259-FB64 F N

**Named Insured**

EDINBURG CHAMBER OF COMMERCE  
PO BOX 85  
EDINBURG TX 78540-0085

**INLAND MARINE ATTACHING DECLARATIONS**

<b>Policy Number</b>	90-KK-5536-8	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	NOV 17 2015	NOV 17 2016
The policy period begins and ends at 12:01 am standard time at the premises location.		

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium**                      Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8739                      Inland Marine Conditions  
FE-6865                      Amend of Inland Marine Condtns  
FE-8743                      Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared  
APR 11 2016  
FD-6007

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## ATTACHING INLAND MARINE SCHEDULE PAGE

## ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743	Inland Marine Computer Prop	\$ 25,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 25,000		Included

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 OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY
 

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Prepared  
APR 11 2016  
FD-6007

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**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Renewal of the Professional Services Contract with Holland & Knight, LLP for Legislative Consulting Services and Authorize the City Manager to Execute Same. *(Motion Required to Remove from Table. This Item was Tabled at the March 22, 2016 City Council Regular Meeting.)* [Richard M. Hinojosa, City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Holland & Knight LLP has served as the City's consultant for Legislative Services as of May 23, 2013 and each year has been approved for renewal for each one year term thereafter through and ending December 31, 2015. The firm has submitted a request for renewal of agreement for a term beginning October 1, 2016 and ending September 30, 2017 in the amount of \$12,000.00 per month which includes the services of The Vela Group as set out in the attached Agreement.

The purpose of this Agreement is to have a professional firm advise the City and Edinburg Economic Development Corporation (EEDC) on the political and financial feasibility of the City's legislative platform; to develop appropriate strategies in consultation with City Staff including, but not limited to: 1) drafting City-specific legislation 2) facilitating coalitions to advance any introduced legislation; and 3) guiding legislation through the legislative process resulting in approval of said legislation.

Funding is available in the FY 2016-2017 General Fund Operating Budget.

**RECOMMENDATION:**

Approve Renewal of the Professional Services Contract with Holland & Knight, LLP for Legislative Consulting Services and Authorize the City Manager to Execute Same.

**REVIEWED BY:**

**PREPARED BY:**

Â  
Â /s/ Ricardo Palacios by CP  
\_\_\_\_\_  
Ricardo Palacios  
City Attorney

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

Â /s/Sonia Marroquin  
\_\_\_\_\_  
Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**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

**STATE OF TEXAS** §  
**COUNTY OF HIDALGO** §  
**CITY OF EDINBURG** §

**LEGISLATIVE ASSISTANCE  
CONTRACT—CITY OF EDINBURG AND  
HOLLAND & KNIGHT**

This Contract, entered into this the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **CITY OF EDINBURG**, a municipal corporation, situated in Hidalgo County, Texas (herein called "**City**") and **HOLLAND & KNIGHT** (herein called "**Liaison**").

**RECITALS**

**WHEREAS**, it is the desire of the City to engage the services of the Liaison to assist the City and the Edinburg Economic Development Corporation (EEDC) with future and pending legislation in the current and future United States of America Legislative Session and Texas Legislative Session when requested; and

**WHEREAS**, Liaison possesses the knowledge and background necessary to provide services requested; and

**WHEREAS**, it is the desire of the Liaison to provide such services;

**NOW, THEREFORE**, the Parties do mutually agree as follows:

**SECTION I**  
**RESPONSIBILITIES OF LIAISON**

Liaison shall use its best efforts to provide the following services:

- a. To keep the administrative staff of the City and the EEDC aware of all pending bills which might impact the City and the economy, and to promote the business development of the City and EEDC;
- b. To advocate or oppose legislation on behalf of the City and the EEDC;
- c. To advocate and lobby for the City and the EEDC to state and federal agencies for the development, funding, and betterment of the City and EEDC projects;
- d. To coordinate, when necessary, with state and federal elected officials to promote City and EEDC business;
- e. To draft and/or assist with drafting legislation on behalf of the City and EEDC;
- f. Any additional services as outlined in Exhibit "A."

Additionally, Liaison shall:

1. Submit to the City and the EEDC written monthly reports regarding the status of the pending legislation and activity on behalf of the City and the EEDC.
2. File all written statements and reports as required by Section 305.026 of the Texas Government Code or as otherwise required by state and/or federal law, and shall in connection with all services performed hereunder comply with appropriate laws and regulations of the State of Texas and the United States of America.
3. Devote such time as is reasonably necessary for satisfactory performance of duties under this Contract.

This Contract may be amended by mutual agreement of the parties in writing to be attached to and incorporated into this Contract.

Neither this Contract nor any duties or obligations under it shall be assignable by the Legislative Liaison without the prior written consent of the City Manager.

This Contract constitutes the sole and only Contract of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting this subject matter.

## **SECTION II** **TIME OF PERFORMANCE**

Liaison agrees to perform services identified in Section I for one year commencing on October 1, 2016 and ending on September 30, 2017.

## **SECTION III** **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 for the City.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the Contract by providing ten (10) days' written notice to the other party.

Furthermore, execution of this Contract does not automatically guarantee a renewal of this Contract upon expiration.

**SECTION IV**  
**RESPONSIBILITIES OF CITY**

City agrees to pay Liaison \$12,000 per month. The \$12,000 per month covers all legislative/legal services, including out-of-pocket business expenses.

Payment for services and business expenses shall be paid upon receipt of invoice from Liaison to be submitted at the end of the month of service.

**SECTION V**  
**TERMINATION OF CONTRACT**

Either party to this Contract shall have the right to terminate this Contract at any time and for any reason after thirty (30) days' written notice and any payment for services requested shall be made on services rendered pursuant to this Agreement and rendered prior to the termination date.

**SECTION VI**  
**SUCCESSORS AND ASSIGNS**

Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefits of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**SECTION VII**  
**SEVERABILITY**

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION VIII**  
**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 IX**  
**VENUE**

Venue for the purposes of enforcement of this Contract shall be in Hidalgo County, Texas.

**SECTION X**  
**RIGHT TO RECOVERY**

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party, if allowable by the applicable law, shall have the right to recover reasonable attorney's fees in addition to any other entitled relief .

EXECUTED by the parties in triplicate originals on the day and year first written above.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University Drive  
Edinburg, Texas 78539  
Phone: (956)388-8207  
Fax: (956)383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON, P.C.

BY: \_\_\_\_\_  
City Attorney

**HOLLAND & KNIGHT**

BY: \_\_\_\_\_

Richard M. Gold, Partner  
800 17<sup>th</sup> Street N.W., Suite 1100  
Washington, D.C. 20006  
Phone: (202) 955-3000  
Fax: (202) 955-5564

# EXHIBIT "A"

October 12, 2016

Mr. Richard Hinojosa  
City Manager  
The City of Edinburg  
415 W. University Drive  
Edinburg, TX. 78541

Re: Federal Legislative Consulting Extension of Services

Dear Mr. Hinojosa:

Thank you for retaining Holland & Knight LLP ("H&K") and The Vela Group LLC to provide federal legislative consulting services to the City of Edinburg. We look forward to serving the City's needs in this matter and to maintaining a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation.

As you know, Holland & Knight's approach with the City of Edinburg, is to serve as an extension of the City itself. We would work as a seamless part of your team to ensure that you are successful pursuing federal grants and have a voice in Washington on how key legislative, program, or regulatory proposals are shaped and executed, particularly with a new Administration and Congress beginning in January 2017.

In addition, please be aware that the services for which you have engaged Holland & Knight LLP are "law-related services" and *not* "legal services." In other words, the firm will not be acting as your lawyers in this matter but rather in a lobbying capacity utilizing non-lawyer personnel. As such, the protections which accompany an attorney-client relationship do not apply. For example, while the firm will keep your information confidential, the specific rules governing lawyers and client confidential information do not apply. Further, the firm's lawyers would not be prohibited from providing legal services to clients in unrelated legal matters that are adverse to you. While conflicts of interest rules

applicable to lawyers would not apply, we, of course, would not undertake lobbying services for another client adverse to the matter on which you have engaged our services.

The terms of this engagement will be October 1, 2016 through September 30, 2017. Our fee for this period will be \$12,000 per month which includes the services of The Vela Group. This level of billing represents a discount from standard billing rates, which we provide from time to time to public sector clients as a public service. Our monthly fee is inclusive of routine costs and out-of-pocket expenses, including our travel to meet with the City, long distance telephone, photocopying, facsimile, ground transportation and meals.

This engagement is renewable upon mutual consent of both parties. Either party may terminate this agreement at any time by providing 30 days written notice.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing below and returning a copy of the signed letter to me. If you have any questions about the terms, please feel free to contact me.

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely yours,



Lisa Ann Barkovic  
Senior Policy Advisor

HOLLAND & KNIGHT LLP

Enclosure

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF EDINBURG

By: \_\_\_\_\_  
Richard Hinojosa

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Enter Into Community Development Block Grant Subrecipient Agreements Between the City of Edinburg and the Following: Amigos Del Valle, Inc., Children's Advocacy Center of Hidalgo County, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), and Salvation Army. [Marissa Garza, Director of Community Development/Grants Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Every year, Public Service Agencies interested in receiving CDBG funds must solicit their request for these funds. Their requests are brought before the Community Development Council who then recommends funding for each agency. The proposed One Year Action Plan is then presented to City Council for approval. On July 19, 2016, City Council approved the One Year Action Plan, and the Action Plan was submitted to U.S. Department of Housing and Urban Development for final approval on August 11, 2016. In order to disburse funding, a Subrecipient Agreement between the City of Edinburg and the Public Service Agencies must be executed. The following is the listing of the agencies:

**Amigos Del Valle, Inc. - (\$7,000.00)**

Provide free home delivered meals to homebound seniors to continue living a health, productive independent, and self-sufficient lives.

**Children's Advocacy Center of Hidalgo - (\$10,000.00)**

Provide a coordinated one-stop shop team investigation, video/audio taped child forensic interviews, sexual assault examinations, debriefing/crisis assessment & intervention, long term individual & family counseling, mental health support groups, case review by the Multi-disciplinary team, case management and follow-up to reduce the emotional trauma on child victims of violent crimes. Funding will pay for salary/fringe benefits for 4 family advocates, 3 forensic interviewers, and 5 Counselors/MH Liaison (voucher system).

**Court Appointed Special Advocate of Hidalgo County, Inc. (CASA) - (\$5,000.00)**

Provide abused and neglected children with support and assistance to secure placements that are safe, permanent and stable. Funding requests will pay for salaries/fringe benefits for Case Supervisor, Case Manager 1 and Case Manager 2.

**Salvation Army - (\$4,000.00)**

The funding will be used to provide low-moderate income persons with rental assistance to prevent homelessness.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter Into Community Development Block Grant Subrecipient Agreements Between the City of Edinburg and the Following: Amigos Del Valle, Inc., Children's Advocacy Center of Hidalgo County, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), and Salvation Army, pending approval of Final Form by City Manager and City Attorney.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Ricardo Palacios by CP  
 Ricardo Palacios  
 City Attorney

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

Â /s/Ascencion Alonzo  
 Ascencion Alonzo  
 Director of Finance

Â /s/ Marissa Garza  
 Marissa Garza  
 Director of Community Development/Grants Management

\*\*\*\*\*

**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

STATE OF TEXAS        {  
                                  {  
COUNTY OF HIDALGO    {

**CITY OF EDINBURG  
COMMUNITY DEVELOPMENT/GRANTS MANAGEMENT  
SUBRECIPIENT AGREEMENT**

This Agreement made and entered into on this the 1<sup>st</sup> day of October, 2016 by and between the City of Edinburg, a political subdivision of the State of Texas, hereinafter referred to as "**CITY**", and Salvation Army, hereinafter referred to as "**SUBRECIPIENT**".

**WITNESSETH**

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in Exhibit-A can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

**SECTION I  
Rules and Regulations**

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to CFR Part 570)

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Subrecipient Agreement  
Salvation Army

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**SECTION II**  
**Statement of Work**

**SUBRECIPIENT** agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Four-Thousand Dollars (\$4,000.00)**, and as delineated in Exhibit B-1: "Grant Budget" and Exhibit B-2: "Payment Schedule".

**SUBRECIPIENT** agrees to notify **CITY** in writing of any changes in its Statement of Work, C.D.B.G. Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

**CITY** shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

**SUBRECIPIENT** agrees to follow the schedule outlined in Exhibit C: "Project Time Table", of this Agreement, and shall notify **CITY**, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Time Table.

**SECTION III**  
**Records and Reports**

**SUBRECIPIENT** agrees to establish and maintain records and reports as outlined in **Exhibit D: "Records and Reports"** and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

**SECTION IV**  
**Monitoring Visits**

**SUBRECIPIENT** agrees that **CITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a). After each monitoring visit, **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring reports note deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United

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Subrecipient Agreement  
Salvation Army

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States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

## **SECTION V Payment Requests and Program Income**

**SUBRECIPIENT** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in Exhibit E: Requests for Payments of this Agreement.

**SUBRECIPIENT** shall attend an orientation after the award of funds and prior to first draw.

**SUBRECIPIENT** shall submit final reimbursement request to **CITY** within the twelve month period of this agreement ending September 30, 2017. Reimbursement requests submitted after this date will not be processed and any unexpended funds will be recaptured.

**SUBRECIPIENT** shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit L. With the reimbursement the Subrecipient will include a Program Application and Monthly Report as referenced in Exhibit L.

**SUBRECIPIENT** and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15<sup>th</sup>) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

**SUBRECIPIENT** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY**.

## **SECTION VI Religious Activities**

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Any building or structure funded under this Agreement shall also not be used for sectarian or religious activities. (Refer to Exhibit J)

## **SECTION VII Other Program Requirements**

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to **Exhibit G** for website address to "Other Program Requirements" 24 CFR §§570.600 - 611).

## **SECTION VIII Uniform Administrative Requirements**

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit H and any subsequent amendments thereto.

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit I and any subsequent amendments thereto. (Refer to Exhibit G for website address to OMB Circulars Nos. A-122 & A-110)

**SECTION IX**  
**Audit Requirements**

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations when applicable.

If **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with an audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's Report with the audit report. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT**. Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42. (Refer to Exhibit G for website address to OMB Circular A-133)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT's** fiscal year.

**SECTION X**  
**Suspension and Termination**

**SUBRECIPIENT** understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through L.

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY OR SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations

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Subrecipient Agreement  
Salvation Army

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of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT**, which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT**.

## **SECTION XI Assets**

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

## **SECTION XII Indemnity Clause**

**SUBRECIPIENT** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

**SUBRECIPIENT** shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability with limits of not less than \$300,000 per occurrence, \$300,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

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**SUBRECIPIENT** shall be require all employees to carry insurance as required by Texas Automobile Liability Act to cover all operations and services under the contract agreement with limits of not less than required by law, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

### **SECTION XIII Procurement**

**SUBRECIPIENT** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the **CITY**, which includes 24 CFR Part 85.36. (Refer to Exhibit G for website address). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY**. (Refer to Exhibit F for Procurement Policies)

### **SECTION XIV Conflict of Interest**

**SUBRECIPIENT** covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36. (Refer to Exhibit G for website)

**SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **CITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

**SUBRECIPIENT** is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

**SECTION XV**  
**System for Awards Management Requirements**

**SUBRECIPIENT** agrees to maintain an active registration at the federal website, System for Awards Management during the program year. (Refer to Exhibit K)

**SECTION XVI**  
**Legal Action and Venue**

**SUBRECIPIENT** agrees to notify the **CITY** when a problem arises that may lead to **material** legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

**SECTION XVII**  
**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 XVIII**  
**Personnel and Participant Conditions**

**A. Civil Rights**

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Salvation Army

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## 1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

## 2. Nondiscrimination

The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion “**only in Accordance with applicable federal laws**”, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

## 3. Section 504

The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

## 4. Equal Access Final Rule

The **SUBRECIPIENT** agrees to comply with the Equal Access Final Rule (24 CFR Part 5).

On September 21, 2016, HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. <https://www.hudexchange.info/resources/documents/Equal-Access-Final-Rule-2016.pdf>

This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity. **This rule becomes effective October 21, 2016.**

Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at <https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/>

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at <https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/>

Find more information on HUD's broader work for LGBTQ inclusion in HUD's programs at [http://portal.hud.gov/hudportal/HUD?src=/LGBT\\_resources](http://portal.hud.gov/hudportal/HUD?src=/LGBT_resources)

## **B. Affirmative Action**

### **1. Plan**

The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The **CITY** agrees to an exemption for the requirement of having an Affirmative Action Plan in place for The Salvation Army – McAllen. The Salvation Army does agree to adhere to the Equal Employment Opportunity and Affirmative Action as listed in Sections 1.5-1.6 of their, USA Southern Territory - Employee Manual.

### **2. WBE/MBE**

The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### **3. EEO/AA Statement**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

## **SECTION XIX Miscellaneous Provisions**

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

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Salvation Army

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

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

**Funding Contingent upon Final H.U.D. Approval.** Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

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

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

If to **CITY**:

City of Edinburg  
Community Development/GM Dept.  
415 W. University Drive  
Edinburg, Texas 78541  
Email: [mgarza@cityofedinburg.com](mailto:mgarza@cityofedinburg.com)  
Phone: (956) 388-8206  
Fax: (956) 292-2140

If to **SUBRECIPIENT**:

Salvation Army  
1600 N. 23rd  
McAllen, Texas 78501  
Email: [Luis.Melendez@uss.salvationarmy.org](mailto:Luis.Melendez@uss.salvationarmy.org)  
Phone: (956) 682-1468  
Fax: (956) 683-7511

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

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

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Subrecipient Agreement  
Salvation Army

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

**Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

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

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

## **SECTION XX Effective Date**

The effective date of this agreement shall be the **1st day of October, 2016**, such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **September 30, 2017**.

Approved and signed this \_\_\_\_\_ day of \_\_\_\_\_ **2016**.

\_\_\_\_\_  
Ken Luyk, Divisional Commander

**Subrecipient Name:** Salvation Army  
**Address:** 1600 N. 23rd  
**City/State/Zip:** McAllen, Texas 78501  
**Federal I.D. Number:** 58-0660607  
**DUNS Number:** 830704834

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Subrecipient Agreement  
Salvation Army

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STATE OF TEXAS §

COUNTY OF HIDALGO §

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Public in and for the State of Texas

~~~~~  
**ATTEST:**

**CITY OF EDINBURG**

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

**EXHIBIT A**  
**Statement of Work**

1. **SUBRECIPIENT** shall utilize the funding amount of \$4,000.00 to provide direct benefit assistance to low-moderate income persons **with rental assistance to prevent homelessness**. A total of approximately **seven (7) unduplicated eligible individuals** that are residents of the City of Edinburg will benefit from this program.
2. **SUBRECIPIENT** must ensure that product(s) or services provided are listed on the reimbursement form.
3. **SUBRECIPIENT** shall utilize the appropriated CDBG funds to leverage existing resources to augment present service capacity.
4. **SUBRECIPIENT** shall ensure that all assisted individuals shall meet applicable HUD eligibility criteria including but not limited to residency requirements and income limits.
5. **SUBRECIPIENT** shall verify that all assisted individuals live within the incorporated city limits of Edinburg.
6. **SUBRECIPIENT** shall determine income eligibility as defined in **CDBG Regulations 24 CFR Part 5**.

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Salvation Army

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**EXHIBIT B-1  
Grant Budget**

| TYPE OF EXPENDITURES | BUDGETED AMOUNT |
|----------------------|-----------------|
| Rental assistance.   | \$4,000.00      |
|                      |                 |
|                      |                 |
|                      |                 |
|                      |                 |
|                      |                 |
|                      |                 |
|                      |                 |
| Total Grant Budget:  | \$4,000.00      |

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Subrecipient Agreement  
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**EXHIBIT B-2  
Payment Schedule**

| 2016-2017<br>FOR THE MONTHS OF: | ESTIMATED<br>MONTHLY<br>EXPENDITURES | TYPE OF BUDGETED EXPENDITURES |
|---------------------------------|--------------------------------------|-------------------------------|
| October                         | \$0.00                               | Rental assistance             |
| November                        | \$600.00                             | Rental assistance             |
| December                        | \$600.00                             | Rental assistance             |
| January                         | \$600.00                             | Rental assistance             |
| February                        | \$600.00                             | Rental assistance             |
| March                           | \$00.00                              | Rental assistance             |
| April                           | \$600.00                             | Rental assistance             |
| May                             | \$500.00                             | Rental assistance             |
| June                            | \$500.00                             | Rental assistance             |
| July                            | \$0.00                               | Rental assistance             |
| August                          | \$0.00                               | Rental assistance             |
| September                       | \$0.00                               | Rental assistance             |
| Totals:                         | \$4,000.00                           | Total Proposed Expenditures   |

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**EXHIBIT C**  
**Project Time Table**

1. Subrecipient hereby agrees to perform services as outlined in Exhibit A.
2. A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed Subrecipient contract time frame of twelve months from contract date.

| 2016-2017<br>FOR THE MONTHS OF: | NUMBER OF<br>BENEFICIARIES | SERVICES TO<br>BE PROVIDED |
|---------------------------------|----------------------------|----------------------------|
| October                         | 0                          | Rental assistance          |
| November                        | 1                          | Rental assistance          |
| December                        | 1                          | Rental assistance          |
| January                         | 1                          | Rental assistance          |
| February                        | 1                          | Rental assistance          |
| March                           | 0                          | Rental assistance          |
| April                           | 1                          | Rental assistance          |
| May                             | 1                          | Rental assistance          |
| June                            | 1                          | Rental assistance          |
| July                            | 0                          | Rental assistance          |
| August                          | 0                          | Rental assistance          |
| September                       | 0                          | Rental assistance          |
| Total:                          | 7                          | Total Beneficiaries        |

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**EXHIBIT D  
Records & Reports**

1. Payment Requests should be submitted to City of Edinburg as described in Exhibit B-2.
2. When requesting payment, attach the **CDBG Reimbursement Request form** (signed by the Authorized Individual) with the following documents:
  - Copies of program applications, timesheets, verbal quotations, invoices, and other supporting documentation (such as sales receipts)
  - Copies of cancelled checks or bank statements
3. A **Monthly Activity Report** must be submitted to the Community Development/Grants Management Department accompanying each request for payment form. Each activity report must have the following items:
  - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
    - Benefits Low and Moderate Income Persons
    - Provides Decent Affordable Housing
    - Creates Economic Opportunities
  - **Number of Persons Assisted with New Access to Service/Benefit**
  - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**
  - **Number of Low-Mod Beneficiaries**
  - **Racial Data**

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| 1. White                          | 2. Black/African American            |
| 3. Asian                          | 4. American Indian/Alaskan Native    |
| 5. Native Hawaiian/Other Pacific  | 6. Asian White                       |
| 7. Black & White                  | 8. Am. Indian/Alaskan Native & White |
| 9. Black/African American & White | 10. Other Multi Racial               |
  - **Number of Hispanics Served**
  - **Number of Persons Served Living with a Disability**
  - **Number of Female Head of Households**
  - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

**EXHIBIT D**  
**Records & Reports**  
(Continued)

**Performance Measurements**

▪ **Type of Outcome:**

- **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
- **Affordability.** How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

**Other significant information** (such as special events, fundraisers, awards, etc.)

4. All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the **CITY's** Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:
  - Written agreements must be retained for four (4) years after the agreement terminates.
  - If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
  - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **CDBG Program Application Income Eligibility Certification** form for each assisted clients that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request. Supporting income verification documents must be included.
6. **SUBRECIPIENT** must maintain proper financial records.

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**EXHIBIT E**  
**Request for Payment**

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule".
2. **SUBRECIPIENT** shall submit requests on the Reimbursement Request form. In addition to the Reimbursement Request form, the typical request will also include the Ethnicity Data Worksheet, the Income Limits Documentation Worksheet, a Monthly Report and a Program Application.
3. **SUBRECIPIENT** shall submit copies of cancelled checks, payroll stubs, bank statements and other applicable supporting documentation along with each monthly reimbursement request.
4. **CITY** will only reimburse for those costs and areas eligible as identified in Exhibits A, B and C of this agreement.
5. **CITY** will mail out reimbursement checks the within ten (10) working days if all supporting documentation and all requirements of the agreement are current. This includes liability insurances, monthly reports, ethnicity data reports, program applications, etc.
6. **SUBRECIPIENT** must submit their final Reimbursement Request to the CITY by September 30, 2017.

**EXHIBIT F**  
**Procurement Policies**

1. For purchases ranging from \$0.01-\$749.99, the subrecipient must use a purchase order.
2. For purchases ranging from \$750.00-\$2,999.99, the subrecipient must provide verbal price quotations on a "Verbal Price Quotation" (VPQ) form. This form should include the vendor name, the person contacted, the amount quoted, their phone number and time and date of call. A description of material and/or services should be included. This form must accompany each separate transaction unless the form includes the same items that are on the VPQ Form and are purchased on the same date;
3. For purchases over \$2,999.99, but not exceeding \$4,999.99, subrecipient must provide three *written quotes* on vendor letterhead, invoice, receipt and cancelled check;
4. For purchases ranging from \$5,000.00 to \$14,999.99, three (3) sealed informal vendor written price quotes are required;
5. For purchases exceeding \$14,999.99, subrecipient must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance bonding is required for projects over \$25,000.00)
6. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The subrecipient must notify the City when its own policies are more stringent.

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**EXHIBIT G**  
**CFR, OMB, & Other Program Requirements**  
Website Addresses

**24 CFR Part 570**

Can be found at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/24cfr570\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/24cfr570_04.html)

**Other Program Requirements (See Subpart K)**

Can be found at:  
[http://edocket.access.gpo.gov/cfr\\_2004/aprqr/pdf/24cfr570.601.pdf](http://edocket.access.gpo.gov/cfr_2004/aprqr/pdf/24cfr570.601.pdf)

**Part 52-Intergovernmental Review of Department of Housing & Urban  
Development Programs and Activities**

Can be found at:  
[http://edocket.access.gpo.gov/cfr\\_2003/aprqr/pdf/24cfr52.1.pdf](http://edocket.access.gpo.gov/cfr_2003/aprqr/pdf/24cfr52.1.pdf)

**OMB Circular A-122, "Cost Principles for Nonprofit Organizations",  
and OMB Circular, A-110**

Can be found at:  
<http://www.gecac.org/docs/OMB%20Circular%20A122.pdf>

**OMB Circular A-133, Audits of States, Local Governments, and Nonprofit  
Organizations**

Can be found at:  
<http://georgewbush-whitehouse.archives.gov/omb/circulars/a133/a133.html>

**24 CFR 85.43 Enforcement and 85.36 Procurement**

Can be found at:  
[http://edocket.access.gpo.gov/cfr\\_2007/aprqr/pdf/24cfr85.43.pdf](http://edocket.access.gpo.gov/cfr_2007/aprqr/pdf/24cfr85.43.pdf)

**24 CFR Part 84.40-48**

Can be found at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/24cfr84\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/24cfr84_04.html)

**24 CFR Part 5**

Can be found at:  
[http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr5\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr5_main_02.tpl)

## EXHIBIT H

Applicable provisions as stated in Section VIII  
OMB Circular A-110 (implemented at 24 CFR part 84)  
Uniform Administrative Requirements for Grants and Agreements With  
Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
  - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b) (7) and 85.21 in making payments to subrecipients;
  - (ii) Section 84.23, "Cost Sharing and Matching";
  - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
  - (iv) Section 84.25, "Revision of Budget and Program Plans";
  - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
  - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
    - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
    - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
  - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
  - (viii) Section 84.52, "Financial Reporting";
  - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

**EXHIBIT H**  
(Continued)

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b) (7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

**EXHIBIT I**  
**Applicable Provisions as Stated In Section VIII**  
**24 CFR PART 85**

Uniform Administrative Requirements for Grants and Cooperative Agreements to State  
and Local Governments”

- (1) Section 85.3, “Definitions”;
- (2) Section 85.6, “Exceptions”;
- (3) Section 85.12, “Special grant or subgrant conditions for ‘high-risk’ grantees”;
- (4) Section 85.20, “Standards for financial management systems,” except paragraph (a);
- (5) Section 85.21, “Payment,” except as modified by §570.513;
- (6) Section 85.22, “Allowable costs”;
- (7) Section 85.26, “Non-federal audits”;
- (8) Section 85.32, “Equipment,” except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, “Supplies”;
- (10) Section 85.34, “Copyrights”;
- (11) Section 85.35, “Subawards to debarred and suspended parties”;
- (12) Section 85.36, “Procurement,” except paragraph (a);
- (13) Section 85.37, “Subgrants”;
- (14) Section 85.40, “Monitoring and reporting program performance,” except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, “Financial reporting,” except paragraphs (a), (b), and (e);
- (16) Section 85.42, “Retention and access requirements for records,” except that the period shall be four years;
- (17) Section 85.43, “Enforcement”;
- (18) Section 85.44, “Termination for convenience”;
- (19) Section 85.51 “Later disallowances and adjustments” and
- (20) Section 85.52, “Collection of amounts due.”

Initials\_\_\_\_\_

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**EXHIBIT J**  
**Faith-Based Activities**  
**24 CFR 570.200(j)**

(j) *Faith-based activities.* 24 CFR 570.200(j) (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or

**EXHIBIT J**  
**Faith-Based Activities**  
**24 CFR 570.200(j)**  
(Continued)

other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**EXHIBIT K**  
**System for Awards Management/DUNS Number**  
**Registration Requirements**

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a DUNS number (Data Universal Numbering System) to be in compliance with the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds. The DUNS number is a unique nine-digit identification number provided by the company Dun & Bradstreet (D&B). Call D&B at 866-705-5711, or via e-mail to [govt@dnb.com](mailto:govt@dnb.com), if you do not have a DUNS number.

D&B assigns DUNS numbers for each physical location of a business. The process to request a DUNS number takes about 10 minutes. All entities doing business with the U.S. government can receive a DUNS number FREE of charge and, under normal circumstances, within 1-2 business days when using the D&B web form process.

In addition, as required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at <http://www.sam.gov> or by calling 866-606-8220.

**EXHIBIT L**  
**Required Forms**

- Reimbursement Request form
- CDBG Program Application Income Eligibility Certification Form
- Monthly Report

**City of Edinburg Community Development Department  
Reimbursement Request Form**

Fiscal Year October 1, 201X thru September 30, 201X

|                        |  |
|------------------------|--|
| Public Service Agency: |  |
| Address:               |  |
| City/State/Zip Code:   |  |
| Contact Person:        |  |
| Contact Number:        |  |

**Reimbursement Request for the month(s) of:** October 1, 201X

| Budget Categories     | CDBG Budget | Current Request | YTD "PRIOR " Reimbursements | Available Balance |
|-----------------------|-------------|-----------------|-----------------------------|-------------------|
| Dental Exams          |             |                 |                             |                   |
| Dental Cleanings      |             | -               |                             |                   |
| Valley Smiles Coupons |             | -               |                             |                   |
| Dental Supplies       |             |                 |                             |                   |
| <b>TOTALS</b>         | \$ -        | \$ -            | \$ -                        | \$ -              |

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

0001

xxxxxxxxxxxxxx, Executive Director \_\_\_\_\_ Date \_\_\_\_\_ Request No. \_\_\_\_\_

**BENEFICIARY COUNT(S)**

| ETHNIC CATEGORIES                  | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | YTD |
|------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Hispanic                           |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Non-Hispanic                       |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Total Hispanic/Non-Hispanic</b> | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**RACE**

|                                |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Amer-Indian/Alaskan Native     |   |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Asian                          |   |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Black/African American         |   |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Native Hawaiian/Pac. Islander  |   |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| White                          |   |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Other                          |   |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| <b>Total Racial Categories</b> | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**INCOME LIMITS FY 201X**

|                            | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | YTD |
|----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Extremely Low (30%) Limits |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Very Low (50%) Limits      |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Low (80%) Limits</b>    |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Total Beneficiaries</b> | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

| Year-To-Date "PRIOR MONTHS"   | Oct        | Nov        | Dec        | Jan        | Feb        | Mar              |
|-------------------------------|------------|------------|------------|------------|------------|------------------|
| <b>Reimbursements</b>         | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -             |
| <b>(Oct. 201X-Sept. 201X)</b> | <b>Apr</b> | <b>May</b> | <b>Jun</b> | <b>Jul</b> | <b>Aug</b> | <b>YTD Total</b> |
|                               | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -             |

Initials \_\_\_\_\_

Subrecipient Agreement  
Salvation Army

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**CDBG Program Application**  
**Entitlement Community of \_\_\_\_\_**  
**Income Eligibility Certification Form**

*Complete Application*

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

**WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.**

**I. General Information: Household Demographics**

A. Applicant Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

Does the applicant reside within the City limits?     Yes     No

B. Characteristics **(Circle One)**

1. Hispanic:    Yes                  No

2. Race:

White

Black/African American

Asian

American Indian/Alaskan Native

Native Hawaiian/Other Pacific Islander

American Indian/Alaskan Native & White

Asian & White

Black/African American & White

American Indian/Alaskan Native & Black

Other Multi-Racial

3. Number of Persons Benefitting from Services \_\_\_\_\_

4. Number of Persons In Household \_\_\_\_\_

Initials \_\_\_\_\_

Subrecipient Agreement  
Salvation Army

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**CDBG MONTHLY REPORT**

NAME OF AGENCY HERE

Month Ending: October 31, 2016

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG’s national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data:**
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

PERFORMANCE MEASUREMENTS

**Type of Outcome:**

- **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
- **Affordability.** How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, awards, etc.)  
Reviewed and approved by:

-----  
XXXXXX, Executive Director

-----  
Date

STATE OF TEXAS        {  
                                  {  
COUNTY OF HIDALGO    {

**CITY OF EDINBURG  
COMMUNITY DEVELOPMENT/GRANTS MANAGEMENT  
SUBRECIPIENT AGREEMENT**

This Agreement made and entered into on this the 1<sup>st</sup> day of October, 2016 by and between the City of Edinburg, a political subdivision of the State of Texas, hereinafter referred to as "**CITY**", and CASA of Hidalgo County, Inc., hereinafter referred to as "**SUBRECIPIENT**".

**WITNESSETH**

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

**SECTION I  
Rules and Regulations**

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to CFR Part 570)

Initials\_\_\_\_\_

Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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**SECTION II**  
**Statement of Work**

**SUBRECIPIENT** agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Five-Thousand Dollars (\$5,000.00)**, and as delineated in Exhibit B-1: "Grant Budget" and Exhibit B-2: "Payment Schedule".

**SUBRECIPIENT** agrees to notify **CITY** in writing of any changes in its Statement of Work, C.D.B.G. Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

**CITY** shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

**SUBRECIPIENT** agrees to follow the schedule outlined in Exhibit C: Project Time Table, of this Agreement, and shall notify **CITY**, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Time Table.

**SECTION III**  
**Records and Reports**

**SUBRECIPIENT** agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

**SECTION IV**  
**Monitoring Visits**

**SUBRECIPIENT** agrees that **CITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a). After each monitoring visit, **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring reports note deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United

Initials\_\_\_\_\_

Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

## **SECTION V Payment Requests & Program Income**

**SUBRECIPIENT** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in Exhibit E: Requests for Payments of this Agreement.

**SUBRECIPIENT** shall attend an orientation after the award of funds and prior to first draw.

**SUBRECIPIENT** shall submit final reimbursement request to **CITY** within the twelve month period of this agreement ending September 30, 2017. Reimbursement requests submitted after this date will not be processed and any unexpended funds will be recaptured.

**SUBRECIPIENT** shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit L. With the reimbursement the Subrecipient will include a Program Application and Monthly Report as referenced in Exhibit L.

**SUBRECIPIENT** and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15<sup>th</sup>) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

**SUBRECIPIENT** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY**.

## **SECTION VI Religious Activities**

**SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited

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Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Any building or structure funded under this Agreement shall also not be used for sectarian or religious activities. (Refer to Exhibit J).

## **SECTION VII Other Program Requirements**

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §§570.600-611)

## **SECTION VIII Uniform Administrative Requirements**

Subrecipients, **except** subrecipients that are **governmental entities**, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit H and any subsequent amendments thereto.

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit I and any subsequent amendments thereto. (Refer to Exhibit G for website address to OMB Circulars Nos. A-122 & A-110)

## **SECTION IX Audit Requirements**

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations when applicable.

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CASA of Hidalgo County, Inc.

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If **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with an audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's Report with the audit report. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT**. Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42. (Refer to Exhibit G for website address to OMB Circular A-133)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT's** fiscal year.

## **SECTION X Suspension & Termination**

**SUBRECIPIENT** understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through L.

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY OR SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT**, which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to

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Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT**.

## **SECTION XI Assets**

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

## **SECTION XII Indemnity Clause**

**SUBRECIPIENT** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

**SUBRECIPIENT** shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability. with limits of not less than \$300,000 per occurrence, \$300,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

**SUBRECIPIENT** shall be require all employees to carry insurance as required by Texas Automobile Liability Act to cover all operations and services under the contract agreement with limits of not less than required by law, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance

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Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

### **SECTION XIII Procurement**

**SUBRECIPIENT** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg**, which includes 24 CFR Part 85.36. (Refer to Exhibit G for website address). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY**. (Refer to Exhibit F for Procurement Policies).

### **SECTION XIV Conflict of Interest**

**SUBRECIPIENT** covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36. (Refer to Exhibit G for website)

**SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **CITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

**SUBRECIPIENT** is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

### **SECTION XV System for Awards Management Requirements**

**SUBRECIPIENT** agrees to maintain an active registration at the federal website, System for Awards Management during the program year. (Refer to Exhibit K)

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Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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**SECTION XVI**  
**Legal Action and Venue**

**SUBRECIPIENT** agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

**SECTION XVII**  
**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 XVIII**  
**Personnel & Participant Conditions**

**A. Civil Rights**

**1. Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990,

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CASA of Hidalgo County, Inc.

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the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

## 2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

## 3. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

## 4. Equal Access Final Rule (24 CFR Part 5)

On September 21, 2016, HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. <https://www.hudexchange.info/resources/documents/Equal-Access-Final-Rule-2016.pdf>

This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity. **This rule becomes effective October 21, 2016.**

Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

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Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD’s definition of “gender identity” to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of “sexual orientation,” which was adopted from the Office of Personal Management’s (OPM) definition of the term in 2012 to conform to OPM’s current definition.
- NOTE: the definition of “family” remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at <https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/>

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at <https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/>

Find more information on HUD’s broader work for LGBTQ inclusion in HUD’s programs at [http://portal.hud.gov/hudportal/HUD?src=/LGBT\\_resources](http://portal.hud.gov/hudportal/HUD?src=/LGBT_resources)

## **B. Affirmative Action**

### **1. Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1965.

### **2. W/MBE**

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this

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Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### 3. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

## SECTION XIX Miscellaneous Provisions

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

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

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

**Funding Contingent upon Final H.U.D. Approval.** Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

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

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Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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

If to **CITY**:

City of Edinburg  
Community Development/GM Dept.  
415 W. University Drive  
Edinburg, Texas 78541  
Email: mgarza@ci.edinburg.tx.us  
Phone: (956) 388-8206  
Fax: (956) 292-2140

If to **SUBRECIPIENT**:

CASA of Hidalgo County, Inc.  
1001 South 10<sup>th</sup> Avenue  
Edinburg, Texas 78539  
Phone: (956) 381-0346  
Fax: (956) 381-9232

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

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

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

**Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

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

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

Initials\_\_\_\_\_

Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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**ATTEST:**

**CITY OF EDINBURG**

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

~~~~~

**EXHIBIT A**  
**Statement of Work**

1. **SUBRECIPIENT** shall utilize the funding amount of \$5,000.00 to pay for a percentage of the costs of a **Case Supervisor, Case Manager 1 and Case Manager 2 salary and fringe benefits, and program transportation**. The position of the Case Worker's will provide casework services to children and/or families, maintain children's records, participates in case staffing placement options, attends court hearings and coordinates child and child advocate contacts, home visits, provides information regarding community resources, and maintain statistical case information. Approximately **twenty-three (23) unduplicated eligible** City of Edinburg residents will be assisted under this program.
2. **SUBRECIPIENT** shall provide these services to City of Edinburg children at the CPS offices, onsite, foster homes, children's schools, or as ordered by the court. Children must be living within the incorporated city limits of Edinburg.
3. **SUBRECIPIENT** shall provide direct benefit assistance in the form of comprehensive case management and advocacy for abused and neglected children.
4. **SUBRECIPIENT** may provide such services in coordination with other social service agencies.
5. **SUBRECIPIENT** shall seek to endeavor to provide a safe and secure living environment for children who are victims of abuse and neglect.
6. **SUBRECIPIENT** shall maintain a clear and concise client file on each child served. Such file shall clearly delineate the type of services that child received, as well the final disposition of the child's welfare where applicable.
7. **SUBRECIPIENT** shall utilize the appropriated CDBG funds to leverage existing resources to augment present service capacity.
8. **SUBRECIPIENT** shall ensure that all assisted individuals shall meet applicable HUD eligibility criteria including but not limited to residency requirements and income limits.
9. **SUBRECIPIENT** shall determine income eligibility as defined in **CDBG Regulations 24 CFR Part 5**.

Initials\_\_\_\_\_

Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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**EXHIBIT B-1  
Grant Budget**

| TYPE OF EXPENDITURES                                                                                                                                          | BUDGETED AMOUNT |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Percent of salary for a Case Worker plus fringe benefits and program transportation.                                                                          | \$5,000.00      |
| <b>Note:</b> Only the portion of the Case Worker's salary that provides direct benefit to City of Edinburg clients will be applied to reimbursement requests. |                 |
|                                                                                                                                                               |                 |
|                                                                                                                                                               |                 |
|                                                                                                                                                               |                 |
|                                                                                                                                                               |                 |
|                                                                                                                                                               |                 |
|                                                                                                                                                               |                 |
| Total Grant Budget:                                                                                                                                           | \$5,000.00      |

Initials\_\_\_\_\_

Subrecipient Agreement  
CASA of Hidalgo County, Inc.

**EXHIBIT B-2  
Payment Schedule**

| <b>2016 - 2017<br/>For the Months of:</b> | <b>Estimated Amount of<br/>Expenditures</b> | <b>Type of<br/>Budgeted Expenditures</b> |
|-------------------------------------------|---------------------------------------------|------------------------------------------|
| October                                   | \$500.00                                    | Staff Salary/Transportation              |
| November                                  | \$500.00                                    | Staff Salary/Transportation              |
| December                                  | \$500.00                                    | Staff Salary/Transportation              |
| January                                   | \$500.00                                    | Staff Salary/Transportation              |
| February                                  | \$500.00                                    | Staff Salary/Transportation              |
| March                                     | \$500.00                                    | Staff Salary/Transportation              |
| April                                     | \$500.00                                    | Staff Salary/Transportation              |
| May                                       | \$500.00                                    | Staff Salary/Transportation              |
| June                                      | \$500.00                                    | Staff Salary/Transportation              |
| July                                      | \$500.00                                    | Staff Salary/Transportation              |
| August                                    | \$0.00                                      | Staff Salary/Transportation              |
| September                                 | \$0.00                                      | Staff Salary/Transportation              |
| <b>Total:</b>                             | <b>\$5,000.00</b>                           | <b>Total</b>                             |

Initials \_\_\_\_\_

Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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**EXHIBIT C**  
**Project Time Table**

1. Subrecipient hereby agrees to perform services as outlined in Exhibit A.
2. A proposed monthly schedule of activity should be provided in this space.  
Schedule should not exceed Subrecipient contract time frame of twelve months from contract date.

| <b>2016 - 2017<br/>For the months of:</b> | <b>Number of<br/>Beneficiaries</b> | <b>Services</b>                          |
|-------------------------------------------|------------------------------------|------------------------------------------|
| October                                   | 2                                  | Case Management/<br>Transportation Costs |
| November                                  | 3                                  | Case Management/<br>Transportation Costs |
| December                                  | 2                                  | Case Management/<br>Transportation Costs |
| January                                   | 2                                  | Case Management/<br>Transportation Costs |
| February                                  | 2                                  | Case Management/<br>Transportation Costs |
| March                                     | 2                                  | Case Management/<br>Transportation Costs |
| April                                     | 2                                  | Case Management/<br>Transportation Costs |
| May                                       | 2                                  | Case Management/<br>Transportation Costs |
| June                                      | 2                                  | Case Management/<br>Transportation Costs |
| July                                      | 2                                  | Case Management/<br>Transportation Costs |
| August                                    | 2                                  | Case Management/<br>Transportation Costs |
| September                                 | 0                                  | Case Management/<br>Transportation Costs |
| <b>Total:</b>                             | <b>23</b>                          | <b>Total Clients to be<br/>assisted</b>  |

Initials \_\_\_\_\_

Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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**EXHIBIT D**  
**Records & Reports**

1. Payment Requests should be submitted to City of Edinburg as delineated in Exhibit B-2, Payment Schedule.
2. When requesting payment, attach the CDBG Request for Reimbursement Form (signed by the Authorized Individual in original ink) with the following documents:
  - Copies of program applications, timesheets, verbal quotations, invoices, and other supporting documentation (such as sales receipts and 941 IRS quarterly reports)
  - Copies of cancelled checks or bank statements
3. A Monthly Activity Report must be submitted to the Community Development/Grants Management Department accompanying each request for payment form. Each activity report must have the following items:
  - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
    - Benefits Low and Moderate Income Persons
    - Provides Decent Affordable Housing
    - Creates Economic Opportunities
  - **Number of Persons Assisted with New Access to Service/Benefit**
  - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**
  - **Number of Low-Mod Beneficiaries**
  - **Racial Data**

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| 1. White                          | 2. Black/African American            |
| 3. Asian                          | 4. American Indian/Alaskan Native    |
| 5. Native Hawaiian/Other Pacific  | 6. Asian White                       |
| 7. Black & White                  | 8. Am. Indian/Alaskan Native & White |
| 9. Black/African American & White | 10. Other Multi Racial               |
  - **Number of Hispanics Served**
  - **Number of Persons Served Living with a Disability**
  - **Number of Female Head of Households**
  - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

Initials\_\_\_\_\_

Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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**EXHIBIT D**  
**Records & Reports**  
(Continued)

**Performance Measurements**

▪ **Type of Outcome:**

- a. **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
- b. **Affordability.** How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- c. **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

**Other significant information** (such as special events, fundraisers, awards, etc.)

4. All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the **CITY's** Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:
  - Written agreements must be retained for five (5) years after the agreement terminates.
  - If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
  - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** form for each assisted clients that is listed on any reimbursement request. An original completed application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

**EXHIBIT E**  
**Request for Payment**

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule".
2. **SUBRECIPIENT** shall submit requests on Reimbursement Request Form. In addition to the Reimbursement Request Form, the typical request will also include the Ethnicity Data Worksheet, the Income Limits Documentation Worksheet, a Monthly Report and a Program Application.
3. **SUBRECIPIENT** shall submit copies of cancelled checks, payroll stubs, bank statements and other supporting documentation necessary along with each monthly reimbursement request.
4. **CITY** will only reimburse for those costs and areas eligible as identified in Exhibits A, B and C of this agreement.
5. **CITY** will mail out reimbursement checks the within ten (10) working days if all supporting documentation and all requirements of the agreement are current. This includes liability insurances, monthly reports, ethnicity data reports, program applications, etc.
6. **SUBRECIPIENT** must submit their final Reimbursement Request to the CITY by September 30, 2017.

**EXHIBIT F**  
**Procurement Policies**

1. For purchases ranging from \$0.01-\$749.99, the subrecipient must use a purchase order.
2. For purchases ranging from \$750.00-\$2,999.99, the subrecipient must provide verbal price quotations on a "Verbal Price Quotation" (VPQ) form. This form should include the vendor name, the person contacted, the amount quoted, their phone number and time and date of call. A description of material and/or services should be included. This form must accompany each separate transaction unless the form includes the same items that are on the VPQ Form and are purchased on the same date;
3. For purchases over \$2,999.99, but not exceeding \$4,999.99, subrecipient must provide three *written quotes on vendor letterhead*, invoice, receipt and cancelled check;
4. For purchases ranging from \$5,000.00 to \$14,999.99, three (3) sealed informal vendor written price quotes are required;
5. For purchases exceeding \$14,999.99, subrecipient must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance bonding is required for projects over \$25,000.00)
6. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY's** policies, the subrecipient must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its procurement policies are more stringent.

**EXHIBIT G**  
**CFR, OMB, & Other Program Requirements**  
**Website Addresses**

**24 CFR Part 570**

Can be found at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/24cfr570\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/24cfr570_04.html)

**Other Program Requirements (See Subpart K)**

Can be found at:  
[http://edocket.access.gpo.gov/cfr\\_2004/aprqtr/pdf/24cfr570.601.pdf](http://edocket.access.gpo.gov/cfr_2004/aprqtr/pdf/24cfr570.601.pdf)

**Part 52-Intergovernmental Review of Department of Housing & Urban  
Development Programs and Activities**

Can be found at:  
[http://edocket.access.gpo.gov/cfr\\_2003/aprqtr/pdf/24cfr52.1.pdf](http://edocket.access.gpo.gov/cfr_2003/aprqtr/pdf/24cfr52.1.pdf)

**OMB Circular A-122, "Cost Principles for Nonprofit Organizations",  
and OMB Circular, A-110**

Can be found at:  
<http://www.gecac.org/docs/OMB%20Circular%20A122.pdf>

**OMB Circular A-133, Audits of States, Local Governments, and Nonprofit  
Organizations**

Can be found at:  
<http://georgewbush-whitehouse.archives.gov/omb/circulars/a133/a133.html>

**24 CFR 85.43 Enforcement and 85.36 Procurement**

Can be found at:  
[http://edocket.access.gpo.gov/cfr\\_2007/aprqtr/pdf/24cfr85.43.pdf](http://edocket.access.gpo.gov/cfr_2007/aprqtr/pdf/24cfr85.43.pdf)

**24 CFR Part 84.40-48**

Can be found at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/24cfr84\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/24cfr84_04.html)

**24 CFR Part 5 can be found at:**

[http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr5\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr5_main_02.tpl)

## EXHIBIT H

Applicable provisions as stated in Section VIII  
OMB Circular A-110 (implemented at 24 CFR part 84)  
Uniform Administrative Requirements for Grants and Agreements With  
Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
  - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
  - (ii) Section 84.23, "Cost Sharing and Matching";
  - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
  - (iv) Section 84.25, "Revision of Budget and Program Plans";
  - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
  - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
    - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
    - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
  - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
  - (viii) Section 84.52, "Financial Reporting";

**EXHIBIT H**  
(Continued)

(ix) Section 84.53(b), “Retention and access requirements for records.” Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, “Termination.” In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—“After-the-Award Requirements,” except for §84.71, “Closeout Procedures.”

**EXHIBIT I**  
**Applicable provisions as stated in Section VIII**  
**24 CFR part 85**

Uniform Administrative Requirements for Grants and Cooperative Agreements to State  
and Local Governments”

- (1) Section 85.3, “Definitions”;
- (2) Section 85.6, “Exceptions”;
- (3) Section 85.12, “Special grant or subgrant conditions for ‘high-risk’ grantees”;
- (4) Section 85.20, “Standards for financial management systems,” except paragraph (a);
- (5) Section 85.21, “Payment,” except as modified by §570.513;
- (6) Section 85.22, “Allowable costs”;
- (7) Section 85.26, “Non-federal audits”;
- (8) Section 85.32, “Equipment,” except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, “Supplies”;
- (10) Section 85.34, “Copyrights”;
- (11) Section 85.35, “Subawards to debarred and suspended parties”;
- (12) Section 85.36, “Procurement,” except paragraph (a);
- (13) Section 85.37, “Subgrants”;
- (14) Section 85.40, “Monitoring and reporting program performance,” except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, “Financial reporting,” except paragraphs (a), (b), and (e);
- (16) Section 85.42, “Retention and access requirements for records,” except that the period shall be four years;
- (17) Section 85.43, “Enforcement”;
- (18) Section 85.44, “Termination for convenience”;
- (19) Section 85.51 “Later disallowances and adjustments” and
- (20) Section 85.52, “Collection of amounts due.”

Initials\_\_\_\_\_

Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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**EXHIBIT J**  
**Faith Based Activities**  
**(24 CFR 570.200(j))**

(j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

**EXHIBIT J**  
**Faith Based Activities**  
**(24 CFR 570.200(j))**  
(continued)

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**EXHIBIT K**  
**System for Awards Management/DUNS Number**  
**Registration Requirements**

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a DUNS number (Data Universal Numbering System) to be in compliance with the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds. The DUNS number is a unique nine-digit identification number provided by the company Dun & Bradstreet (D&B). Call D&B at 866-705-5711, or via e-mail to [govt@dnb.com](mailto:govt@dnb.com), if you do not have a DUNS number.

D&B assigns DUNS numbers for each physical location of a business. The process to request a DUNS number takes about 10 minutes. All entities doing business with the U.S. government can receive a DUNS number FREE of charge and, under normal circumstances, within 1-2 business days when using the D&B web form process.

In addition, as required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at <http://www.sam.gov> or by calling 866-606-8220.

**EXHIBIT L**  
**Required forms**

- Reimbursement Request form
- Program Application
- Monthly Report

**City of Edinburg Community Development Department  
Reimbursement Request Form**

Fiscal Year October 1, 201X thru September 30, 201X

|                        |  |
|------------------------|--|
| Public Service Agency: |  |
| Address:               |  |
| City/State/Zip Code:   |  |
| Contact Person:        |  |
| Contact Number:        |  |

|                                                   |                        |
|---------------------------------------------------|------------------------|
| <b>Reimbursement Request for the month(s) of:</b> | <b>October 1, 201X</b> |
|---------------------------------------------------|------------------------|

| Budget Categories     | CDBG Budget | Current Request | YTD "PRIOR " Reimbursements | Available Balance |
|-----------------------|-------------|-----------------|-----------------------------|-------------------|
| Dental Exams          |             |                 |                             |                   |
| Dental Cleanings      |             | -               |                             |                   |
| Valley Smiles Coupons |             | -               |                             |                   |
| Dental Supplies       |             |                 |                             |                   |
| <b>TOTALS</b>         | \$ -        | \$ -            | \$ -                        | \$ -              |

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

|                                    |       |             |
|------------------------------------|-------|-------------|
| _____                              | _____ | 0001        |
| xxxxxxxxxxxxxx, Executive Director | Date  | Request No. |

**BENEFICIARY COUNT(S)**

| ETHNIC CATEGORIES                  | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | YTD |
|------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Hispanic                           |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Non-Hispanic                       |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Total Hispanic/Non-Hispanic</b> | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**RACE**

|                                |   |   |   |   |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Amer-Indian/Alaskan Native     |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Asian                          |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Black/African American         |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Native Hawaiian/Pac. Islander  |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| White                          |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Other                          |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| <b>Total Racial Categories</b> | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**INCOME LIMITS FY 201X**

|                            | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | YTD |
|----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Extremely Low (30%) Limits |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Very Low (50%) Limits      |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Low (80%) Limits</b>    |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Total Beneficiaries</b> | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**Year-To-Date "PRIOR MONTHS"**

|                               | Oct        | Nov        | Dec        | Jan        | Feb        | Mar              |
|-------------------------------|------------|------------|------------|------------|------------|------------------|
| <b>Reimbursements</b>         | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -             |
| <b>(Oct. 201X-Sept. 201X)</b> | <b>Apr</b> | <b>May</b> | <b>Jun</b> | <b>Jul</b> | <b>Aug</b> | <b>YTD Total</b> |
|                               | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -             |

Initials \_\_\_\_\_

Subrecipient Agreement  
CASA of Hidalgo County, Inc.

**CDBG Program Application  
Entitlement Community of \_\_\_\_\_  
Income Eligibility Certification Form**

***Presumed Status Application***

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

**WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.**

**I. General Information: Household Demographics**

A. Applicant Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

Does the applicant reside within the City limits?     Yes     No

B. Characteristics **(Circle One)**

1. Hispanic:    Yes                  No

2. Race:

- |                                        |                                        |
|----------------------------------------|----------------------------------------|
| White                                  | Black/African American                 |
| Asian                                  | American Indian/Alaskan Native         |
| Native Hawaiian/Other Pacific Islander | American Indian/Alaskan Native & White |
| Asian & White                          | Black/African American & White         |
| American Indian/Alaskan Native & Black | Other Multi-Racial                     |

3. Number of Persons Benefitting from Services \_\_\_\_\_

4. Number of Persons In Household \_\_\_\_\_

Initials \_\_\_\_\_

Subrecipient Agreement  
CASA of Hidalgo County, Inc.

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**CDBG MONTHLY REPORT**  
ENTER NAME OF AGENCY HERE  
Month Ending: October 31, 2016

- What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG’s national objectives:
- Number of Persons Assisted with New Access to Service/Benefit:
- Number of Persons Assisted with Improved Access to Service/Benefit:
- Number of Low-Mod Beneficiaries:
- Racial Data:
- Number of Persons Served Living with a Disability:
- Number of Female Head of Households:
- Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:

*PERFORMANCE MEASUREMENTS*

**Type of Outcome:**

- **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
- **Affordability.** How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, awards, etc.)  
Reviewed and approved by:

-----  
**XXXXXX, Executive Director**

-----  
**Date**

STATE OF TEXAS        {  
                                  {  
COUNTY OF HIDALGO    {

**CITY OF EDINBURG  
COMMUNITY DEVELOPMENT/GRANTS MANAGEMENT  
SUBRECIPIENT AGREEMENT**

This Agreement made and entered into on this the 1<sup>st</sup> day of October, 2016 by and between the City of Edinburg, a political subdivision of the State of Texas, hereinafter referred to as "**CITY**", and Children’s Advocacy Center of Hidalgo County, hereinafter referred to as "**SUBRECIPIENT**".

**WITNESSETH**

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A “Statement of Work”, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY’S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

**SECTION I  
Rules and Regulations**

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to CFR Part 570)

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Subrecipient Agreement  
Children’s Advocacy Center of Hidalgo County

**SECTION II**  
**Statement of Work**

**SUBRECIPIENT** agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Ten-Thousand Dollars (\$10,000.00)**, and as delineated in Exhibit B-1: "Grant Budget" and B-2: "Payment Schedule".

**SUBRECIPIENT** agrees to notify **CITY** in writing of any changes in its Statement of Work, C.D.B.G. Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

**CITY** shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

**SUBRECIPIENT** agrees to follow the schedule outlined in Exhibit C: Project Time Table, of this Agreement, and shall notify **CITY**, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Time Table.

**SECTION III**  
**Records and Reports**

**SUBRECIPIENT** agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

**SECTION IV**  
**Monitoring Visits**

**SUBRECIPIENT** agrees that **CITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a). After each monitoring visit, **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring reports note deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United

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States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

## **SECTION V Payment Requests & Program Income**

**SUBRECIPIENT** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in Exhibit E: Requests for Payments of this Agreement.

**SUBRECIPIENT** shall attend an orientation after the award of funds and prior to first draw.

**SUBRECIPIENT** shall submit final reimbursement request to **CITY** within the twelve month period of this agreement ending September 30, 2017. Reimbursement requests submitted after this date will not be processed and any unexpended funds will be recaptured.

**SUBRECIPIENT** shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit L. With the reimbursement the Subrecipient will include a Program Application and Monthly Report as referenced in Exhibit L.

**SUBRECIPIENT** and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15<sup>th</sup>) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

**SUBRECIPIENT** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY**.

## **SECTION VI Religious Activities**

**SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Any building or structure funded under this Agreement shall also not be used for sectarian or religious activities. (Refer to Exhibit J)

## **SECTION VII Other Program Requirements**

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §§570.600-611)

## **SECTION VIII Uniform Administrative Requirements**

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit H and any subsequent amendments thereto.

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit I and any subsequent amendments thereto. (Refer to Exhibit G for website address to OMB Circulars Nos. A-122 & A-110)

**SECTION IX**  
**Audit Requirements**

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations when applicable.

If **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with an audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's Report with the audit report. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT**. Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42. (Refer to Exhibit G for website address to OMB Circular A-133)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT's** fiscal year.

**SECTION X**  
**Suspension & Termination**

**SUBRECIPIENT** understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through L.

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY OR SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations

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Subrecipient Agreement  
Children's Advocacy Center of Hidalgo County

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of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT**, which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT**.

## **SECTION XI Assets**

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

## **SECTION XII Indemnity Clause**

**SUBRECIPIENT** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

**SUBRECIPIENT** shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability with limits of not less than \$300,000 per occurrence, \$300,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

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Children's Advocacy Center of Hidalgo County

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**SUBRECIPIENT** shall be require all employees to carry insurance as required by Texas Automobile Liability Act to cover all operations and services under the contract agreement with limits of not less than required by law, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

### **SECTION XIII Procurement**

**SUBRECIPIENT** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg**, which includes 24 CFR Part 85.36. (Refer to Exhibit G for website address). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY**. (Refer to Exhibit F for Procurement Policies).

### **SECTION XIV Conflict of Interest**

**SUBRECIPIENT** covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36. (Refer to Exhibit G for website)

**SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **CITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

**SUBRECIPIENT** is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

**SECTION XV**  
**System for Awards Management Requirements**

**SUBRECIPIENT** agrees to maintain an active registration at the federal website, System for Awards Management during the program year. (Refer to Exhibit K)

**SECTION XVI**  
**Legal Action & Venue**

**SUBRECIPIENT** agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

**Section XVII**  
**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.

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**SECTION XVIII**  
**Personnel & Participant Conditions**

**A. Civil Rights**

**1. Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

**2. Nondiscrimination**

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

**3. Section 504**

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**4. Equal Access Final Rule (24 CFR Part 5)**

On September 21, 2016, HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. <https://www.hudexchange.info/resources/documents/Equal-Access-Final-Rule-2016.pdf>

This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity. **This rule becomes effective October 21, 2016.**

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Children's Advocacy Center of Hidalgo County

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Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at <https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/>

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at <https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/>

Find more information on HUD's broader work for LGBTQ inclusion in HUD's programs at [http://portal.hud.gov/hudportal/HUD?src=/LGBT\\_resources](http://portal.hud.gov/hudportal/HUD?src=/LGBT_resources)

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Subrecipient Agreement  
Children's Advocacy Center of Hidalgo County

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## **B. Affirmative Action**

### **1. Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

### **2. W/MBE**

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### **3. EEO/AA Statement**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

## **SECTION XIX Miscellaneous Provisions**

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

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

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

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Subrecipient Agreement  
Children's Advocacy Center of Hidalgo County

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amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

**Funding Contingent upon Final H.U.D. Approval.** Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

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

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

If to **CITY**:

City of Edinburg  
Community Development/GM Dept.  
415 W. University Drive  
Edinburg, Texas 78541  
Email: mgarza@cityofedinburg.com  
Phone: (956) 388-8206  
Fax: (956) 292-2140

If to **SUBRECIPIENT**:

Children's Advocacy Center of Hidalgo County  
525 W. Wisconsin Road  
Edinburg, Texas 78539  
Phone: (956) 287-9754  
Fax: (956) 287-9764  
Victoria@cachidalgo.org

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

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

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

**Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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Subrecipient Agreement  
Children's Advocacy Center of Hidalgo County

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

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

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

**SECTION XX**  
Effective Date

The effective date of this agreement shall be the **1st day of October, 2016**, such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **September 30, 2017**.

Approved and signed this \_\_\_\_\_ day of \_\_\_\_\_ **2016**.

\_\_\_\_\_  
Victoria Medina, Executive Director

**Subrecipient Name:** Children's Advocacy Center of Hidalgo County

**Address:** 525 W. Wisconsin Road

**City/State/Zip:** Edinburg, Texas 78539

**Federal I.D. Number:** 74-2763711

**DUNS Number:** 084264410

**STATE OF TEXAS** §

**COUNTY OF HIDALGO** §

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the

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Subrecipient Agreement  
Children's Advocacy Center of Hidalgo County

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person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Public in and for the State of Texas

~~~~~

**ATTEST:**

**CITY OF EDINBURG**

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

~~~~~

**EXHIBIT A**  
**Statement of Work**

1. **SUBRECIPIENT** shall utilize the funding amount of **\$10,000.00** for staff salaries that provide direct benefit assistance in the form of investigation support, forensic interviews, case reviews, case tracking and counseling to children who are victims of sexual abuse. Approximately **thirty (30) unduplicated** eligible City of Edinburg residents will be assisted under this program.
2. **SUBRECIPIENT** shall use the funds awarded for the reimbursement of the staffing costs implementing the Voucher System. The Voucher System includes all professionals and individuals who are involved in providing initial and ongoing criminal/civil investigative services to children who are victims of child abuse. The professionals involved in the process and included in the Voucher System are as follows: Child Forensic Interviewer/ Program Supervisor I, Child Forensic Interviewer II, Child Forensic Interviewer III, Family Advocate, Family Advocate/Crimes Victim Liaison, Licensed Professional Counselor, Nurse I, Nurse II, Nurse III, and Executive Director.
3. **SUBRECIPIENT** shall submit reimbursement requests to the City of Edinburg Community Development/Grants Management Department implementing the Voucher System.
4. **SUBRECIPIENT** shall clearly document the type and manner of services imparted to each client in the respective client file. Such file shall clearly delineate the final disposition of the child's welfare where applicable.
5. **SUBRECIPIENT** shall seek to endeavor to provide a safe and secure living environment for children whom are victims of abuse and neglect and may provide such services in coordination with other social service agencies.
6. **SUBRECIPIENT** shall ensure that all assisted individuals shall meet applicable HUD eligibility criteria including but not limited to residency requirements and income limits.
7. **SUBRECIPIENT** shall verify that all assisted children live within the incorporated city limits of Edinburg
8. **SUBRECIPIENT** shall determine income eligibility as defined in **CDBG Regulations 24 CFR Part 5.**

Initials\_\_\_\_\_

Subrecipient Agreement  
Children's Advocacy Center of Hidalgo County

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**EXHIBIT B-1  
Grant Budget**

| TYPE OF EXPENDITURES                                                                                                                                                                                                                                                                      | BUDGETED AMOUNT |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Budgeted funds may only be used for direct benefit costs. Reimbursable expenditures will be submitted using the Voucher System. Only direct benefit assistance to children that are City of Edinburg residents living within the incorporated city limits are eligible for reimbursement. | \$10,000.00     |
|                                                                                                                                                                                                                                                                                           |                 |
|                                                                                                                                                                                                                                                                                           |                 |
|                                                                                                                                                                                                                                                                                           |                 |
|                                                                                                                                                                                                                                                                                           |                 |
|                                                                                                                                                                                                                                                                                           |                 |
|                                                                                                                                                                                                                                                                                           |                 |
|                                                                                                                                                                                                                                                                                           |                 |
| Total Grant Budget:                                                                                                                                                                                                                                                                       | \$10,000.00     |

**EXHIBIT B-2  
Payment Schedule**

| <b>2016-2017<br/>FOR THE MONTHS OF:</b> | <b>ESTIMATED<br/>EXPENDITURE AMOUNT</b> | <b>TYPE OF BUDGETED<br/>EXPENDITURES</b> |
|-----------------------------------------|-----------------------------------------|------------------------------------------|
| October                                 | \$1,000.00                              | Staff Salary w/Fringe Benefits           |
| November                                | \$1,000.00                              | Staff Salary w/Fringe Benefits           |
| December                                | \$1,000.00                              | Staff Salary w/Fringe Benefits           |
| January                                 | \$1,000.00                              | Staff Salary w/Fringe Benefits           |
| February                                | \$1,000.00                              | Staff Salary w/Fringe Benefits           |
| March                                   | \$1,000.00                              | Staff Salary w/Fringe Benefits           |
| April                                   | \$1,000.00                              | Staff Salary w/Fringe Benefits           |
| May                                     | \$1,000.00                              | Staff Salary w/Fringe Benefits           |
| June                                    | \$1,000.00                              | Staff Salary w/Fringe Benefits           |
| July                                    | \$1,000.00                              | Staff Salary w/Fringe Benefits           |
| August                                  | \$0.00                                  | Staff Salary w/Fringe Benefits           |
| September                               | \$0.00                                  | Staff Salary w/Fringe Benefits           |
| <b>Total:</b>                           | <b>\$10,000.00</b>                      | <b>Total Expenditure Budget</b>          |

Initials\_\_\_\_\_

**EXHIBIT C**  
**Project Time Table**

1. Subrecipient hereby agrees to perform services as outlined in Exhibit A.
2. A proposed monthly schedule of activity should be provided in this space.  
Schedule should not exceed Subrecipient contract time frame of twelve months from contract date.

| 2016-2017<br>FOR THE MONTHS OF: | NUMBER OF<br>BENEFICIARIES | SERVICES                            |
|---------------------------------|----------------------------|-------------------------------------|
| October                         | 3                          | Staff Salary w/Fringe Benefits      |
| November                        | 3                          | Staff Salary w/Fringe Benefits      |
| December                        | 3                          | Staff Salary w/Fringe Benefits      |
| January                         | 3                          | Staff Salary w/Fringe Benefits      |
| February                        | 3                          | Staff Salary w/Fringe Benefits      |
| March                           | 3                          | Staff Salary w/Fringe Benefits      |
| April                           | 3                          | Staff Salary w/Fringe Benefits      |
| May                             | 3                          | Staff Salary w/Fringe Benefits      |
| June                            | 3                          | Staff Salary w/Fringe Benefits      |
| July                            | 3                          | Staff Salary w/Fringe Benefits      |
| August                          | 0                          | Staff Salary w/Fringe Benefits      |
| September                       | 0                          | Staff Salary w/Fringe Benefits      |
| <b>Total:</b>                   | <b>30</b>                  | <b>Total Clients to be assisted</b> |

Initials\_\_\_\_\_

Subrecipient Agreement  
Children's Advocacy Center of Hidalgo County

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**EXHIBIT D-1  
Records & Reports**

1. Payment Requests should be submitted to City of Edinburg as delineated in Exhibit B-2, Payment Schedule.
2. When requesting payment, attach the **CDBG Reimbursement Request form** (signed by the Authorized Individual) with the following documents:
  - Copies of program applications, timesheets, verbal quotations, invoices, and other supporting documentation (such as sales receipts and 941 IRS quarterly reports)
  - Copies of cancelled checks or bank statements
3. A Monthly Activity Report must be submitted to the Community Development/Grants Management Department accompanying each request for payment form. Each activity report must have the following items:
  - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
    - Benefits Low and Moderate Income Persons
    - Provides Decent Affordable Housing
    - Creates Economic Opportunities
  - **Number of Persons Assisted with New Access to Service/Benefit**
  - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**
  - **Number of Low-Mod Beneficiaries**
  - **Racial Data**

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| 1. White                          | 2. Black/African American            |
| 3. Asian                          | 4. American Indian/Alaskan Native    |
| 5. Native Hawaiian/Other Pacific  | 6. Asian White                       |
| 7. Black & White                  | 8. Am. Indian/Alaskan Native & White |
| 9. Black/African American & White | 10. Other Multi Racial               |
  - **Number of Hispanics Served**
  - **Number of Persons Served Living with a Disability**
  - **Number of Female Head of Households**
  - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

**Exhibit D**  
**Records & Reports**  
(continued)

**Performance Measurements**

▪ **Type of Outcome:**

- **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
- **Affordability.** How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

**Other significant information** (such as special events, fundraisers, awards, etc.)

4. All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the **CITY's** Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:
  - Written agreements must be retained for four (4) years after the agreement terminates.
  - If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
  - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** form for each assisted clients that is listed on any reimbursement request. An original completed application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

Initials\_\_\_\_\_

Subrecipient Agreement  
Children's Advocacy Center of Hidalgo County

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**EXHIBIT E**  
**Request for Payment**

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule".
2. **SUBRECIPIENT** shall submit requests on Reimbursement Request form. In addition to the Reimbursement Request form, the typical request will also include the Ethnicity Data Worksheet, the Income Limits Documentation Worksheet, a Monthly Report and a Program Application.
3. **SUBRECIPIENT** shall submit copies of cancelled checks and other supporting documentation as applicable along with each monthly reimbursement request. As per Section IV of this Agreement, **CITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.
4. **SUBRECIPIENT** shall submit monthly reimbursement requests and reports on the CDBG Reimbursement Request form along with supporting documentation no later than the third (3<sup>rd</sup>) Thursday of every month.
5. **CITY** will mail out reimbursement checks the within ten (10) working days if all supporting documentation and all requirements of the agreement are current. This includes liability insurances, monthly reports, ethnicity data reports, program applications, etc.
6. **SUBRECIPIENT** must submit their final Reimbursement Request to the **CITY** by September 30, 2017.

Initials\_\_\_\_\_

Subrecipient Agreement  
Children's Advocacy Center of Hidalgo County

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**EXHIBIT F**  
**Procurement Policies**

1. For purchases ranging from \$0.01-\$749.99, the subrecipient must use a purchase order.
2. For purchases ranging from \$750.00-\$2,999.99, the subrecipient must provide verbal price quotations on a "Verbal Price Quotation" (VPQ) form. This form should include the vendor name, the person contacted, the amount quoted, their phone number and time and date of call. A description of material and/or services should be included. This form must accompany each separate transaction unless the form includes the same items that are on the VPQ Form and are purchased on the same date;
3. For purchases over \$2,999.99, but not exceeding \$4,999.99, subrecipient must provide three *written quotes* on vendor letterhead, invoice, receipt and cancelled check;
4. For purchases ranging from \$5,000.00 to \$14,999.99, three (3) sealed informal vendor written price quotes are required;
5. For purchases exceeding \$14,999.99, subrecipient must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance bonding is required for projects over \$25,000.00)
6. **In the event that the Subrecipient's procurement policies are more stringent than the CITY's policies, the subrecipient must adhere to its own procurement procedures. The subrecipient must notify the City when their procurement policies are more stringent.**

Initials\_\_\_\_\_

Subrecipient Agreement  
Children's Advocacy Center of Hidalgo County

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**EXHIBIT G**  
**CFR, OMB, & Other Program Requirements**  
**Website Addresses**

**24 CFR Part 570**

Can be found at:

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html>

**Other Program Requirements (See Subpart K)**

Can be found at:

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html>

**Part 52-Intergovernmental Review of Department of Housing & Urban  
Development Programs and Activities**

Can be found at:

<http://www.washingtonwatchdog.org/documents/cfr/title24/part52.html>

**OMB Circular A-122, "Cost Principles for Nonprofit Organizations",  
and OMB Circular, A-110**

Can be found at:

[http://www.access.gpo.gov/nara/cfr/waisidx\\_03/24cfr570\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/24cfr570_03.html)

**OMB Circular A-133, Audits of States, Local Governments, and Nonprofit  
Organizations**

Can be found at:

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

**24 CFR 85.43 Enforcement and 85.36 Procurement**

Can be found at:

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html#85.4>

**24 CFR Part 84.40-48**

Can be found at:

<http://www.hud.gov/offices/cpo/grantees/24cfr84.doc>

**24 CFR Part 5** can be found at:

[http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr5\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr5_main_02.tpl)

## EXHIBIT H

Applicable provisions as stated in Section VIII  
OMB Circular A-110 (implemented at 24 CFR part 84)  
Uniform Administrative Requirements for Grants and Agreements With  
Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
  - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
  - (ii) Section 84.23, "Cost Sharing and Matching";
  - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
  - (iv) Section 84.25, "Revision of Budget and Program Plans";
  - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
  - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
    - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
    - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
  - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
  - (viii) Section 84.52, "Financial Reporting";

**EXHIBIT H**  
(continued)

(ix) Section 84.53(b), “Retention and access requirements for records.” Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, “Termination.” In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—“After-the-Award Requirements,” except for §84.71, “Closeout Procedures.”

**EXHIBIT I**  
**Applicable Provisions as Stated in Section VIII**  
**24 CFR Part 85**

Uniform Administrative Requirements for Grants and Cooperative Agreements to State  
and Local Governments”

- (1) Section 85.3, “Definitions”;
- (2) Section 85.6, “Exceptions”;
- (3) Section 85.12, “Special grant or subgrant conditions for ‘high-risk’ grantees”;
- (4) Section 85.20, “Standards for financial management systems,” except paragraph (a);
- (5) Section 85.21, “Payment,” except as modified by §570.513;
- (6) Section 85.22, “Allowable costs”;
- (7) Section 85.26, “Non-federal audits”;
- (8) Section 85.32, “Equipment,” except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, “Supplies”;
- (10) Section 85.34, “Copyrights”;
- (11) Section 85.35, “Subawards to debarred and suspended parties”;
- (12) Section 85.36, “Procurement,” except paragraph (a);
- (13) Section 85.37, “Subgrants”;
- (14) Section 85.40, “Monitoring and reporting program performance,” except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, “Financial reporting,” except paragraphs (a), (b), and (e);
- (16) Section 85.42, “Retention and access requirements for records,” except that the period shall be four years;
- (17) Section 85.43, “Enforcement”;
- (18) Section 85.44, “Termination for convenience”;
- (19) Section 85.51 “Later disallowances and adjustments” and
- (20) Section 85.52, “Collection of amounts due.”

**EXHIBIT J**  
**Faith-based Activities**  
**(24 CFR 570.200(j))**

(j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**EXHIBIT J**  
**Faith-based Activities**  
**24 CFR 570.200(j)**  
(Continued)

(5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**EXHIBIT K**  
**System for Awards Management/DUNS Number**  
**Registration Requirements**

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a DUNS number (Data Universal Numbering System) to be in compliance with the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds. The DUNS number is a unique nine-digit identification number provided by the company Dun & Bradstreet (D&B). Call D&B at 866-705-5711, or via e-mail to [govt@dnb.com](mailto:govt@dnb.com), if you do not have a DUNS number.

D&B assigns DUNS numbers for each physical location of a business. The process to request a DUNS number takes about 10 minutes. All entities doing business with the U.S. government can receive a DUNS number FREE of charge and, under normal circumstances, within 1-2 business days when using the D&B web form process.

In addition, as required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at <http://www.sam.gov> or by calling 866-606-8220.

**EXHIBIT L**  
**Required forms**

- Reimbursement Request form
- Program Application
- Monthly Report

**City of Edinburg Community Development Department  
Reimbursement Request Form**

Fiscal Year October 1, 201X thru September 30, 201X

|                               |  |
|-------------------------------|--|
| <b>Public Service Agency:</b> |  |
| <b>Address:</b>               |  |
| <b>City/State/Zip Code:</b>   |  |
| <b>Contact Person:</b>        |  |
| <b>Contact Number:</b>        |  |

|                                                   |                  |
|---------------------------------------------------|------------------|
| <b>Reimbursement Request for the month(s) of:</b> | <b>10/1/201X</b> |
|---------------------------------------------------|------------------|

| Budget Categories | CDBG Budget | Current Request | YTD "PRIOR" Reimbursements | Available Balance |
|-------------------|-------------|-----------------|----------------------------|-------------------|
|                   |             |                 |                            |                   |
|                   |             |                 |                            |                   |
|                   |             |                 |                            |                   |
| <b>TOTALS</b>     | \$ -        | \$ -            | \$ -                       | \$ -              |

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

           0001  
 John Doe, Executive Director      Date      Request No.

| ETHNIC CATEGORIES                  | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | YTD |
|------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Hispanic                           |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Non-Hispanic                       |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Total Hispanic/Non-Hispanic</b> | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| <b>RACE</b>                        |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Amer-Indian/Alaskan Native         |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Asian                              |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Black/African American             |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Native Hawaiian/Pac. Islander      |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| White                              |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Other                              | 0   |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Total Racial Categories</b>     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

| INCOME LIMITS FY 201X      | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | YTD |
|----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Extremely Low (30%) Limits |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Very Low (50%) Limits      |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Low (80%) Limits           |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Total Beneficiaries</b> | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

|                                                              |                             |            |            |            |            |                  |
|--------------------------------------------------------------|-----------------------------|------------|------------|------------|------------|------------------|
| <b>Year-To-Date PRIOR Reimbursements (Oct 201X-Aug 201X)</b> | <b>Oct</b>                  | <b>Nov</b> | <b>Dec</b> | <b>Jan</b> | <b>Feb</b> | <b>Mar</b>       |
|                                                              | \$ Subrecipient Agreement - | \$ -       | \$ -       | \$ -       | \$ -       | 31               |
|                                                              | <b>Apr</b>                  | <b>May</b> | <b>Jun</b> | <b>Jul</b> | <b>Aug</b> | <b>YTD Total</b> |
|                                                              | \$ -                        | \$ -       | \$ -       | \$ -       | \$ -       | \$ -             |

**CDBG Program Application  
Entitlement Community of \_\_\_\_\_  
Income Eligibility Certification Form**

***Presumed Status Application***

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

**WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.**

**I. General Information: Household Demographics**

**A. Applicant Information**

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

Does the applicant reside within the City limits?     Yes     No

**B. Characteristics (Circle One)**

1. Hispanic:    Yes                  No

2. Race:

- |                                        |                                        |
|----------------------------------------|----------------------------------------|
| White                                  | Black/African American                 |
| Asian                                  | American Indian/Alaskan Native         |
| Native Hawaiian/Other Pacific Islander | American Indian/Alaskan Native & White |
| Asian & White                          | Black/African American & White         |
| American Indian/Alaskan Native & Black | Other Multi-Racial                     |

3. Number of Persons Benefitting from Services \_\_\_\_\_

4. Number of Persons In Household \_\_\_\_\_

Initials \_\_\_\_\_

Subrecipient Agreement  
Children's Advocacy Center of Hidalgo County

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**CDBG MONTHLY REPORT**  
ENTER NAME OF AGENCY HERE  
Month Ending: October 31, 2016

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG’s national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data:**
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

PERFORMANCE MEASUREMENTS

**Type of Outcome:**

- **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
- **Affordability.** How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, awards, etc.)  
Reviewed and approved by:

-----  
XXXXXX, Executive Director

-----  
Date

Initials\_\_\_\_\_

Subrecipient Agreement  
Children’s Advocacy Center of Hidalgo County

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STATE OF TEXAS        {  
                                  {  
COUNTY OF HIDALGO    {

**CITY OF EDINBURG  
COMMUNITY DEVELOPMENT/GRANTS MANAGEMENT  
SUBRECIPIENT AGREEMENT**

This Agreement made and entered into on this the 1<sup>st</sup> day of October, 2016 by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as "**CITY**", and **Amigos Del Valle, Inc.**, hereinafter referred to as "**SUBRECIPIENT**".

**WITNESSETH**

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

**SECTION I  
Rules & Regulations**

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to CFR Part 570)

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Subrecipient Agreement  
Amigos Del Valle, Inc.

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**SECTION II**  
**Statement of Work**

**SUBRECIPIENT** agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Seven-Thousand Dollars (\$7,000.00)**, and as delineated in Exhibit B-1: "Grant Budget" and B-2: "Payment Schedule".

**SUBRECIPIENT** agrees to notify **CITY** in writing of any changes in its Statement of Work, C.D.B.G. Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

**CITY** shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

**SUBRECIPIENT** agrees to follow the schedule outlined in Exhibit C: Project Time Table, of this Agreement, and shall notify **CITY**, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Time Table.

**SECTION III**  
**Records & Reports**

**SUBRECIPIENT** agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

**SECTION IV**  
**Monitoring Visits**

**SUBRECIPIENT** agrees that **CITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a). After each monitoring visit, **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring reports note deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United

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States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

## **SECTION V Payment Requests & Program Income**

**SUBRECIPIENT** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Payments** of this Agreement.

**SUBRECIPIENT** shall attend an orientation after the award of funds and prior to first draw.

**SUBRECIPIENT** shall submit final reimbursement request to **CITY** within the twelve month period of this agreement ending September 30, 2017. Reimbursement requests submitted after this date will not be processed and any unexpended funds will be recaptured.

**SUBRECIPIENT** shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit L. With the reimbursement the Subrecipient will include a Program Application and Monthly Report as referenced in Exhibit L.

**SUBRECIPIENT** and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15<sup>th</sup>) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

**SUBRECIPIENT** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY**.

## **SECTION VI Religious Activities**

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities

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prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit J).

## **SECTION VII Other Program Requirements**

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611)

## **SECTION VIII Uniform Administrative Requirements**

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit H and any subsequent amendments thereto.

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit I and any subsequent amendments thereto. (Refer to Exhibit G for website address to OMB Circulars Nos. A-122 & A-110).

## **SECTION IX Audit Requirements**

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations when applicable.

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If **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with an audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT**. Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42. (Refer to Exhibit G for website address to OMB Circular A-133)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT's** fiscal year.

## **SECTION X**

### **Suspension and Termination**

**SUBRECIPIENT** understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through L.

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY OR SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT**, which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to

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Amigos Del Valle, Inc.

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exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT**.

## **SECTION XI Assets**

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

## **SECTION XII Indemnity Clause**

**SUBRECIPIENT** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

**SUBRECIPIENT** shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000 per occurrence, \$300,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

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**SECTION XIII  
Procurement**

**SUBRECIPIENT** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg**, which includes 24 CFR Part 85.36. (Refer to Exhibit G for website address). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY**. (Refer to Exhibit F for Procurement Policies)

**SECTION XIV  
Conflict of Interest**

**SUBRECIPIENT** covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36. (Refer to Exhibit G for website)

**SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **CITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

**SUBRECIPIENT** is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

**SECTION XV  
System for Awards Management Requirements**

**SUBRECIPIENT** agrees to maintain an active registration at the federal website, System for Awards Management during the program year. (Refer to Exhibit K)

**SECTION XVI  
Legal Action and Venue**

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**SUBRECIPIENT** agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

## **SECTION XVII**

### **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 XVIII**

### **Personnel & Participant Conditions**

#### **A. Civil Rights**

##### **1. Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

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## 2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

## 3. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

## 4. Equal Access Final Rule (24 CFR Part 5)

On September 21, 2016, HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. <https://www.hudexchange.info/resources/documents/Equal-Access-Final-Rule-2016.pdf>

This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity. **This rule becomes effective October 21, 2016.**

Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

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Amigos Del Valle, Inc.

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- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD’s definition of “gender identity” to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of “sexual orientation,” which was adopted from the Office of Personal Management’s (OPM) definition of the term in 2012 to conform to OPM’s current definition.
- NOTE: the definition of “family” remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at <https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/>

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at <https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/>

Find more information on HUD’s broader work for LGBTQ inclusion in HUD’s programs at [http://portal.hud.gov/hudportal/HUD?src=/LGBT\\_resources](http://portal.hud.gov/hudportal/HUD?src=/LGBT_resources)

## **B. Affirmative Action**

### **1. Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

### **2. W/MBE**

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are

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Amigos Del Valle, Inc.

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Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### 3. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

## SECTION XIX Miscellaneous Provisions

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

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

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

**Funding Contingent upon Final H.U.D. Approval.** Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

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

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be

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Subrecipient Agreement  
Amigos Del Valle, Inc.

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in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:

City of Edinburg  
Community Development/GM Dept.  
415 W. University Drive  
Edinburg, Texas 78541  
Email: [mgarza@cityofedinburg.com](mailto:mgarza@cityofedinburg.com)  
Phone: (956) 388-8206  
Fax: (956) 292-2140

If to **SUBRECIPIENT**:

Amigos Del Valle, Inc.  
4138 W. Crosspoint Ave.  
Edinburg, Texas 78539  
Phone: (956) 581-9494  
Fax: (956) 581-7743  
Email: [aguerra@advrgv.org](mailto:aguerra@advrgv.org)

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

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

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

**Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

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

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

**SECTION XX  
Effective Date**

The effective date of this agreement shall be the **1st day of October, 2016**, such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **September 30, 2017**.

Approved and signed this \_\_\_\_\_ day of \_\_\_\_\_ **2016**.

\_\_\_\_\_  
Alejandro Guerra, Executive Director

**Subrecipient Name:** Amigos Del Valle, Inc.

**Address:** 4138 W. Crosspoint Avenue

**City/State/Zip:** Edinburg, Texas 78539

**Federal I.D. Number:** 74-1815988

**DUNS Number:** 030926513

**STATE OF TEXAS                    §**

**COUNTY OF HIDALGO           §**

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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Amigos Del Valle, Inc.

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**ATTEST:**

**CITY OF EDINBURG**

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

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**EXHIBIT A**  
**Statement of Work**

1. **SUBRECIPIENT** shall provide direct benefit assistance in the form of home delivered hot meals up to approximately **Six (6) unduplicated eligible senior citizens** (62 years of age and older). In the event that one individual discontinues the delivery of meals, a new individual meeting the requirements of this contract can replace the discontinued client with meals.
2. **SUBRECIPIENT** must ensure that individuals provided meals and are listed on the reimbursement form be residents of the City of Edinburg and live within the incorporated city limits of the city.
3. **SUBRECIPIENT** will request reimbursement at a rate of \$4.95 per meal provided to the eligible senior citizens. Meal will be delivered Monday through Friday; between the hours of 10:30 a.m. to 1:30 p.m. Service days will be approximately 229 days.
4. **SUBRECIPIENT** shall utilize the appropriated CDBG funds to leverage existing resources to augment present service capacity.
5. **SUBRECIPIENT** shall ensure that all assisted individuals meet applicable HUD eligibility criteria including but not limited to residency requirements and income limits.
6. **SUBRECIPIENT** shall determine income eligibility as defined in **CDBG Regulations 24 CFR Part 5.**

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**EXHIBIT B-1  
Grant Budget**

| TYPE OF EXPENDITURES                                                                                                                      | BUDGETED AMOUNT |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Funds will be utilized to pay for the cost of providing hot daily meals to eligible elderly residents living within the city of Edinburg. | \$7,000.00      |
| Approximately 1,414 meals at a cost of \$4.95 will be provided for 235 days to six (6) eligible elderly Edinburg residents.               |                 |
|                                                                                                                                           |                 |
|                                                                                                                                           |                 |
|                                                                                                                                           |                 |
|                                                                                                                                           |                 |
|                                                                                                                                           |                 |
|                                                                                                                                           |                 |
| Total Grant Budget:                                                                                                                       | \$7,000.00      |

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**EXHIBIT B-2  
Payment Schedule**

| <b>FOR THE MONTHS OF:</b> | <b>ESTIMATED MONTHLY EXPENDITURES</b> | <b>TYPE OF EXPENDITURE</b>                  |
|---------------------------|---------------------------------------|---------------------------------------------|
| October                   | \$700.00                              | Preparation, packaging, & delivery of meals |
| November                  | \$700.00                              | Preparation, packaging, & delivery of meals |
| December                  | \$700.00                              | Preparation, packaging, & delivery of meals |
| January                   | \$700.00                              | Preparation, packaging, & delivery of meals |
| February                  | \$700.00                              | Preparation, packaging, & delivery of meals |
| March                     | \$700.00                              | Preparation, packaging, & delivery of meals |
| April                     | \$700.00                              | Preparation, packaging, & delivery of meals |
| May                       | \$700.00                              | Preparation, packaging, & delivery of meals |
| June                      | \$700.00                              | Preparation, packaging, & delivery of meals |
| July                      | \$700.00                              | Preparation, packaging, & delivery of meals |
| August                    | \$0.00                                | Preparation, packaging, & delivery of meals |
| September                 | \$0.00                                | Preparation, packaging, & delivery of meals |
| Totals:                   | \$7,000.00                            | Preparation, packaging, & delivery of meals |

Initials \_\_\_\_\_

Subrecipient Agreement  
Amigos Del Valle, Inc.

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**EXHIBIT C  
Project Time Table**

| <b>FOR THE MONTHS OF:</b> | <b>NUMBER OF BENEFICIARIES</b>                         | <b>SERVICES TO BE PROVIDED</b>                         |
|---------------------------|--------------------------------------------------------|--------------------------------------------------------|
| October                   | Six (6) eligible clients will be served each month     | Preparation, packaging, & delivery of meals            |
| November                  | The original six (6) clients will be served each month | Preparation, packaging, & delivery of meals            |
| December                  | The original six (6) clients will be served each month | Preparation, packaging, & delivery of meals            |
| January                   | The original six (6) clients will be served each month | Preparation, packaging, & delivery of meals            |
| February                  | The original six (6) clients will be served each month | Preparation, packaging, & delivery of meals            |
| March                     | The original six (6) clients will be served each month | Preparation, packaging, & delivery of meals            |
| April                     | The original six (6) clients will be served each month | Preparation, packaging, & delivery of meals            |
| May                       | The original six (6) clients will be served each month | Preparation, packaging, & delivery of meals            |
| June                      | The original six (6) clients will be served each month | Preparation, packaging, & delivery of meals            |
| July                      | The original six (6) clients will be served each month | Preparation, packaging, & delivery of meals            |
| August                    | 0                                                      | Preparation, packaging, & delivery of meals            |
| September                 | 0                                                      | Preparation, packaging, & delivery of meals            |
| <b>Total:</b>             | <b>Six (6) Beneficiaries</b>                           | <b>Preparation, packaging, &amp; delivery of meals</b> |

Initials \_\_\_\_\_

Subrecipient Agreement  
Amigos Del Valle, Inc.

**EXHIBIT D**  
**Records & Reports**

1. Payment Requests should be submitted to City of Edinburg as described in Exhibit B-2.
2. When requesting payment, attach the **CDBG Reimbursement Request form** (signed by the Authorized Individual) with the following documents:
  - Copies of program applications, timesheets, verbal quotations, invoices, and other supporting documentation (such as sales receipts and 941 IRS quarterly reports)
  - Copies of cancelled checks or bank statements
3. A **Monthly Activity Report** must be submitted to the Community Development/Grants Management Department accompanying each request for payment form. Each activity report must have the following items:
  - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
    - Benefits Low and Moderate Income Persons
    - Provides Decent Affordable Housing
    - Creates Economic Opportunities
  - **Number of Persons Assisted with New Access to Service/Benefit**
  - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**
  - **Number of Low-Mod Beneficiaries**
  - **Racial Data**

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| 1. White                          | 2. Black/African American            |
| 3. Asian                          | 4. American Indian/Alaskan Native    |
| 5. Native Hawaiian/Other Pacific  | 6. Asian White                       |
| 7. Black & White                  | 8. Am. Indian/Alaskan Native & White |
| 9. Black/African American & White | 10. Other Multi Racial               |
  - **Number of Hispanics Served**
  - **Number of Persons Served Living with a Disability**
  - **Number of Female Head of Households**
  - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

**EXHIBIT D**  
**Records & Reports**  
(Continued)

**Performance Measurements**

▪ **Type of Outcome:**

- **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
- **Affordability.** How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

**Other significant information** (such as special events, fundraisers, awards, etc.)

4. All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the CITY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:
  - Written agreements must be retained for **Five (5) years** after the agreement terminates.
  - If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
  - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

Initials \_\_\_\_\_

Subrecipient Agreement  
Amigos Del Valle, Inc.

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**EXHIBIT E**  
**Request for Payment**

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule".
2. **SUBRECIPIENT** shall submit requests on Reimbursement Request form. In addition to the Reimbursement Request form, the typical request will also include the Ethnicity Data Worksheet, the Income Limits Documentation Worksheet, a Monthly Report and a Program Application.
3. **SUBRECIPIENT** shall submit copies of cancelled checks, payroll stubs, bank statements and other supporting documentation necessary along with each monthly reimbursement request.
4. **CITY** will only reimburse for those costs and areas eligible as identified in Exhibits A, B and C of this agreement.
5. **CITY** will mail out reimbursement checks the within ten (10) working days if all supporting documentation and all requirements of the agreement are current. This includes liability insurances, monthly reports, ethnicity data reports, program applications, etc.
6. **SUBRECIPIENT** must submit their final Reimbursement Request to the CITY by September 30, 2017.

Initials \_\_\_\_\_

Subrecipient Agreement  
Amigos Del Valle, Inc.

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**EXHIBIT F**  
**Procurement Policies**

1. For purchases ranging from \$0.01-\$749.99, the subrecipient must use a purchase order.
2. For purchases ranging from \$750.00-\$2,999.99, the subrecipient must provide verbal price quotations on a "Verbal Price Quotation" (VPQ) form. This form should include the vendor name, the person contacted, the amount quoted, their phone number and time and date of call. A description of material and/or services should be included. This form must accompany each separate transaction unless the form includes the same items that are on the VPQ Form and are purchased on the same date;
3. For purchases over \$2,999.99, but not exceeding \$4,999.99, subrecipient must provide three *written quotes* on vendor letterhead, invoice, receipt and cancelled check;
4. For purchases ranging from \$5,000.00 to \$14,999.99, three (3) sealed informal vendor written price quotes are required;
5. For purchases exceeding \$14,999.99, subrecipient must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance bonding is required for projects over \$25,000.00)
6. **In the event that the Subrecipient's procurement policies are more stringent than the CITY's procurement policies, the subrecipient must adhere to its own procurement procedures. The subrecipient must notify the City when its own policies are more stringent.**

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Subrecipient Agreement  
Amigos Del Valle, Inc.

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**EXHIBIT G**  
**CFR, OMB, and Other Program Requirements**  
**Website Addresses**

**24 CFR Part 570**

Can be found at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/24cfr570\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/24cfr570_04.html)

**Other Program Requirements (See Subpart K)**

Can be found at:  
[http://edocket.access.gpo.gov/cfr\\_2004/aprqtr/pdf/24cfr570.601.pdf](http://edocket.access.gpo.gov/cfr_2004/aprqtr/pdf/24cfr570.601.pdf)

**Part 52-Intergovernmental Review of Department of Housing & Urban  
Development Programs and Activities**

Can be found at:  
[http://edocket.access.gpo.gov/cfr\\_2003/aprqtr/pdf/24cfr52.1.pdf](http://edocket.access.gpo.gov/cfr_2003/aprqtr/pdf/24cfr52.1.pdf)

**OMB Circular A-122, "Cost Principles for Nonprofit Organizations",  
and OMB Circular, A-110**

Can be found at:  
<http://www.gecac.org/docs/OMB%20Circular%20A122.pdf>

**OMB Circular A-133, Audits of States, Local Governments, and Nonprofit  
Organizations**

Can be found at:  
<http://georgewbush-whitehouse.archives.gov/omb/circulars/a133/a133.html>

**24 CFR 85.43 Enforcement and 85.36 Procurement**

Can be found at:  
[http://edocket.access.gpo.gov/cfr\\_2007/aprqtr/pdf/24cfr85.43.pdf](http://edocket.access.gpo.gov/cfr_2007/aprqtr/pdf/24cfr85.43.pdf)

**24 CFR Part 84.40-48**

Can be found at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/24cfr84\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/24cfr84_04.html)

**24 CFR Part 5 can be found at:**

[http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr5\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr5_main_02.tpl)

## EXHIBIT H

Applicable provisions as stated in Section VIII  
OMB Circular A-110 (implemented at 24 CFR part 84)  
Uniform Administrative Requirements for Grants and Agreements With  
Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
  - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
  - (ii) Section 84.23, "Cost Sharing and Matching";
  - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
  - (iv) Section 84.25, "Revision of Budget and Program Plans";
  - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
  - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
    - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
    - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
  - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
  - (viii) Section 84.52, "Financial Reporting";
  - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

**EXHIBIT H**  
(continued)

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, “Termination.” In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—“After-the-Award Requirements,” except for §84.71, “Closeout Procedures.”

**EXHIBIT I**  
**Applicable Provisions as Stated in Section VIII**  
**24 CFR Part 85**

Uniform Administrative Requirements for Grants and Cooperative Agreements to State  
and Local Governments”

- (1) Section 85.3, “Definitions”;
- (2) Section 85.6, “Exceptions”;
- (3) Section 85.12, “Special grant or subgrant conditions for ‘high-risk’ grantees”;
- (4) Section 85.20, “Standards for financial management systems,” except paragraph (a);
- (5) Section 85.21, “Payment,” except as modified by §570.513;
- (6) Section 85.22, “Allowable costs”;
- (7) Section 85.26, “Non-federal audits”;
- (8) Section 85.32, “Equipment,” except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, “Supplies”;
- (10) Section 85.34, “Copyrights”;
- (11) Section 85.35, “Subawards to debarred and suspended parties”;
- (12) Section 85.36, “Procurement,” except paragraph (a);
- (13) Section 85.37, “Subgrants”;
- (14) Section 85.40, “Monitoring and reporting program performance,” except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, “Financial reporting,” except paragraphs (a), (b), and (e);
- (16) Section 85.42, “Retention and access requirements for records,” except that the period shall be four years;
- (17) Section 85.43, “Enforcement”;
- (18) Section 85.44, “Termination for convenience”;
- (19) Section 85.51 “Later disallowances and adjustments” and
- (20) Section 85.52, “Collection of amounts due.”

Initials \_\_\_\_\_

Subrecipient Agreement  
Amigos Del Valle, Inc.

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**EXHIBIT J**  
**Faith-based Activities**  
**24 CFR 570.200(j)**

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**EXHIBIT J**  
**Faith-based Activities**  
**24 CFR 570.200(j)**  
(Continued)

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**EXHIBIT K**  
**System for Awards Management/DUNS Number**  
**Registration Requirements**

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a DUNS number (Data Universal Numbering System) to be in compliance with the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds. The DUNS number is a unique nine-digit identification number provided by the company Dun & Bradstreet (D&B). Call D&B at 866-705-5711, or via e-mail to [govt@dnb.com](mailto:govt@dnb.com), if you do not have a DUNS number.

D&B assigns DUNS numbers for each physical location of a business. The process to request a DUNS number takes about 10 minutes. All entities doing business with the U.S. government can receive a DUNS number FREE of charge and, under normal circumstances, within 1-2 business days when using the D&B web form process.

In addition, as required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at <http://www.sam.gov> or by calling 866-606-8220.

**EXHIBIT L**  
**Required forms**

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

**City of Edinburg Community Development Department  
Reimbursement Request Form**

Fiscal Year October 1, 201X thru September 30, 201X

|                        |  |
|------------------------|--|
| Public Service Agency: |  |
| Address:               |  |
| City/State/Zip Code:   |  |
| Contact Person:        |  |
| Contact Number:        |  |

**Reimbursement Request for the month(s) of: October 1, 201X**

| Budget Categories     | CDBG Budget | Current Request | YTD "PRIOR " Reimbursements | Available Balance |
|-----------------------|-------------|-----------------|-----------------------------|-------------------|
| Dental Exams          |             |                 |                             |                   |
| Dental Cleanings      |             | -               |                             |                   |
| Valley Smiles Coupons |             | -               |                             |                   |
| Dental Supplies       |             |                 |                             |                   |
| <b>TOTALS</b>         | \$ -        | \$ -            | \$ -                        | \$ -              |

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

\_\_\_\_\_ Date 0001 Request No.  
 xxxxxxxxxxxxxxxx, Executive Director

**BENEFICIARY COUNT(S)**

| ETHNIC CATEGORIES                  | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | YTD |
|------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Hispanic                           |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Non-Hispanic                       |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Total Hispanic/Non-Hispanic</b> | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**RACE**

|                                |   |   |   |   |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Amer-Indian/Alaskan Native     |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Asian                          |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Black/African American         |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Native Hawaiian/Pac. Islander  |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| White                          |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| Other                          |   |   |   |   |   |   |   |   |   |   |   |   | 0 |
| <b>Total Racial Categories</b> | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**INCOME LIMITS FY 201X**

|                            | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | YTD |
|----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Extremely Low (30%) Limits |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| Very Low (50%) Limits      |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Low (80%) Limits</b>    |     |     |     |     |     |     |     |     |     |     |     |     | 0   |
| <b>Total Beneficiaries</b> | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

| Year-To-Date "PRIOR MONTHS"   | Oct        | Nov        | Dec        | Jan        | Feb        | Mar              |
|-------------------------------|------------|------------|------------|------------|------------|------------------|
| <b>Reimbursements</b>         | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -             |
| <b>(Oct. 201X-Sept. 201X)</b> | <b>Apr</b> | <b>May</b> | <b>Jun</b> | <b>Jul</b> | <b>Aug</b> | <b>YTD Total</b> |
|                               | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -             |

**CDBG Program Application  
Entitlement Community of \_\_\_\_\_  
Income Eligibility Certification Form**

***Presumed Status Application***

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

**WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.**

**I. General Information: Household Demographics**

A. Applicant Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

Does the applicant reside within the City limits?     Yes     No

B. Characteristics **(Circle One)**

1. Hispanic:    Yes                  No

2. Race:

White

Black/African American

Asian

American Indian/Alaskan Native

Native Hawaiian/Other Pacific Islander

American Indian/Alaskan Native & White

Asian & White

Black/African American & White

American Indian/Alaskan Native & Black

Other Multi-Racial

3. Number of Persons Benefitting from Services \_\_\_\_\_

4. Number of Persons In Household \_\_\_\_\_

Initials \_\_\_\_\_

Subrecipient Agreement  
Amigos Del Valle, Inc.

**CDBG MONTHLY REPORT**  
ENTER NAME OF AGENCY HERE  
Month Ending: October 31, 2016

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG’s national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data:**
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

PERFORMANCE MEASUREMENTS

**Type of Outcome:**

- **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
- **Affordability.** How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, awards, etc.)  
Reviewed and approved by:

-----  
XXXXXX, Executive Director

-----  
Date

Initials \_\_\_\_\_

Subrecipient Agreement  
Amigos Del Valle, Inc.

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Enter Into an Interlocal Cooperation Agreement Between the County of Hidalgo – Urban County Program, City of Edinburg, and the Affiliate Agencies for the Submittal of a Regional Assessment of Fair Housing Plan. [Marissa Garza, Director of Community Development/Grants Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The U.S. Department of Housing and Urban Development (HUD) adopted a new rule on July 16, 2015, under the Affirmatively Furthering Fair Housing, which is part of the Fair Housing Act of 1968 and requires federal agencies and grantees to comply. The new fair housing plan created, Assessment of Fair Housing (AFH) is a new fair housing planning process that promotes housing choice and fosters communities free from housing discrimination. The AFH Plan includes an analysis of fair housing data, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals. This plan will have to be submitted no less than once every five years.

HUD encourages program participants to collaborate between and among Public Housing Agencies (PHAs), local governments, States, and Insular Areas to conduct and submit a single AFH Plan, through either a joint or regional AFH Plan. The City of Edinburg has participated in a series of meetings with Hidalgo County Urban County Program, Cities of McAllen, Mission and Pharr, and all the PHAs in Hidalgo County to collaborate and submit a regional AFH Plan.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter Into an Interlocal Cooperation Agreement Between the County of Hidalgo – Urban County Program, City of Edinburg and the Affiliate Agencies for the Submittal of a Regional Assessment of Fair Housing Plan, pending approval of Final Form by City Manager and City Attorney.

**REVIEWED BY:**

**PREPARED BY:**

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/ Marissa Garza  
Marissa Garza  
Director of Community  
Development/Grants  
Management

\*\*\*\*\*

**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

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT AMONG CITY OF EDINBURG, CITY OF MCALLEN, CITY OF MISSION, CITY OF PHARR, COUNTY OF HIDALGO, HOUSING AUTHORITY FOR THE CITY OF ALAMO, HOUSING AUTHORITY FOR THE CITY OF DONNA, HOUSING AUTHORITY FOR THE CITY OF EDCOUCH, HOUSING AUTHORITY FOR THE CITY OF ELSA, HOUSING AUTHORITY FOR THE CITY OF EDINBURG, HOUSING AUTHORITY FOR THE CITY OF HIDALGO, HOUSING AUTHORITY FOR THE CITY OF LA JOYA, HOUSING AUTHORITY FOR THE CITY OF MCALLEN, HOUSING AUTHORITY FOR THE CITY OF MERCEDES, HOUSING AUTHORITY FOR THE CITY OF MISSION, HOUSING AUTHORITY FOR THE CITY OF PHARR, HOUSING AUTHORITY FOR THE CITY OF SAN JUAN, HOUSING AUTHORITY FOR THE CITY OF WESLACO AND HOUSING AUTHORITY FOR THE COUNTY OF HIDALGO**

**THIS AGREEMENT**, entered this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and among the City of Edinburg, City of McAllen, City of Mission, City of Pharr, County of Hidalgo, Housing Authority for the City of Alamo, Housing Authority for the City of Donna, Housing Authority for the City of Edcouch, Housing Authority for the City of Elsa, Housing Authority for the City of Edinburg, Housing Authority for the City of Hidalgo, Housing Authority for the City of La Joya, Housing Authority for the City of McAllen, Housing Authority for the City of Mercedes, Housing Authority for the City of Mission, Housing Authority for the City of Pharr, Housing Authority for the City of San Juan, Housing Authority for the City of Weslaco and Housing Authority for the County of Hidalgo (collectively the “Program Participants”), pursuant to the provisions of the Texas Interlocal Cooperation Act as follows:

**WHEREAS**, Lead Entity is a consolidated plan program participant with a program year start date of July 1 and Lead Entity’s next 5-year consolidated plan cycle will begin in 2018.

**WHEREAS**, the Program Participants agree to adopt the FY 2018 - 2022 Assessment of Fair Housing Plan (herein called the “AFH”) on or before July 1, 2018.

**WHEREAS**, Program Participants are subject to affirmatively furthering fair housing requirements found at 24 CFR §5.150 through §5.180 and required to submit an AFH; and

**WHEREAS**, the Program Participants wish to collaborate to submit one AFH for all program participants;

**NOW, THEREFORE,** it is agreed between the Program Participants hereto as follows:

**I. LEAD ENTITY**

Hidalgo County acting by and through its Urban County Program will serve as the Lead Entity and Fiscal Agent of the Program Participants in the collaboration for the preparation and submission of the AFH on behalf of all Program Participants.

**II. PROGRAM YEAR/FISCAL YEAR ALIGNMENT**

Program Participants will not align their Consolidated Plan or Public Housing Authority Plan fiscal year start dates. Nevertheless, the AFH will be submitted in accordance with the Lead Entity's Consolidated Plan program year start date.

**III. CONSOLIDATED PLANNING/PHA PLANNING CYCLE ALIGNMENT**

Program Participants will not align their Consolidated Planning or Public Housing Authority Planning cycles. Nevertheless, the AFH will be submitted in accordance with the Lead Entity's Consolidated Plan cycle.

**IV. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS**

**A. ASSESSMENT OF FAIR HOUSING**

Program Participants will perform tasks of completion of the AFH collaboratively. The responsibilities of the Program Participants in completion of the AFH are stated in and as provided in EXHIBIT A: ROLES AND RESPONSIBILITIES; attached hereto and incorporated herein at this point for all purposes.

**B. SUBMISSION OF AFH**

Lead Entity will submit to HUD the AFH on behalf of all Program Participants.

**C. PERFORMANCE**

Program Participants are expected to perform in accordance with AFH regulations and are required to provide local data and local knowledge applicable to the constituency served by each Program Participant.

## **V. INCLUSION**

A CDBG Entitlement Community or Public Housing Authority located within Hidalgo County that is not identified within this Agreement may opt to collaborate in the development and submission of AFH with a written notice addressed to the Lead Entity and submitted no later than January 1, 2017. The Lead Entity will subsequently notify Program Participants and HUD of any inclusion request.

## **VI. WITHDRAWAL**

Any Program Participant may withdraw from the development and submission of the AFH under this Agreement with a written 30-day notice to the Lead Entity together with a copy of the U.S. Department of Housing and Urban Development no later than January 1, 2017. Lead Entity will notify Program Participants and HUD of the withdrawal notice, if any.

## **VII. AFH DEVELOPMENT OPERATION**

### **A. EXECUTIVE COMMITTEE APPOINTMENT**

An Executive Committee shall be formed for the development of the AFH consisting of ten (10) members to be appointed, one each by the following Program Participants: City of Edinburg, City of McAllen, City of Mission, City of Pharr, Hidalgo County, Housing Authority for the City of Edinburg, Housing Authority for the City of McAllen, Housing Authority for the City of Mission, Housing Authority for the City of Pharr and Housing Authority for the County of Hidalgo.

### **B. GENERAL COMMITTEE**

The General Committee shall include the ten (10) Executive Committee representatives plus members to be appointed one each by the following Program Participants: Housing Authority for the City of Alamo, Housing Authority for the City of Donna, Housing Authority for the City of Edcouch, Housing Authority for the City of Elsa, Housing Authority for the City of Hidalgo, Housing Authority for the City of La Joya, Housing Authority for the City of Mercedes, Housing Authority for the City of San Juan and Housing Authority for the City of Weslaco.

Any member of the General Committee wishing to become part of the Executive Committee may do so no later than January 1, 2017 with a 10-day written notice to Lead Entity and a written agreement to reimburse the Lead Entity proportionately 80% of the development and submission costs, irrespective of its own Citizen Participation costs.

### **C. REMOVAL OF PROGRAM PARTICIPANT**

Upon any Program Participant's submission of a concern to Lead Entity, Lead Entity shall submit such concern to the Executive Committee and the Executive Committee shall decide by vote on any such matter submitted. Removal of any Program Participant requires majority vote of the Executive Committee. Lead Entity will subsequently notify such removed Program Participant and HUD of the removal of any Program Participants.

### **D. COST OF DEVELOPMENT**

Costs related to the development of the AFH shall be billed by the Lead Entity in the manner prescribed in EXHIBIT B: COST ALLOCATION; attached hereto and incorporated herein at the point for all purposes.

Notwithstanding anything to the contrary herein, each Program Participant is responsible for all costs in conducting their own Citizen Participation process.

### **VIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

### **IX. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

### **X. WAIVER**

A Program Participant's failure to act with respect to a breach by another Program Participant does not waive any right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### **XI. ENTIRE AGREEMENT**

This Agreement between the Program Participants for the submission of the 2018 AFH, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Program Participants with respect to this Agreement and this Agreement constitutes the entire agreement of the Program Participants. By signing this Agreement, the Program Participants are bound to perform the terms and provisions of this Agreement.

**XII. AMENDMENT**

Any amendment to this Agreement must be in writing, and approved in writing by a majority of members of the Executive Committee and submitted to HUD by Lead Entity.

**XIII. TEXAS LAW TO APPLY**

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

**XIV. EFFECTIVE DATE**

This Agreement does not become effective until acknowledged as submitted by HUD.

DATE SIGNED: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Program Participants have executed this Agreement effective as of the date first written above.

**HIDALGO COUNTY**

By: \_\_\_\_\_  
Ramon Garcia, Judge

**ATTEST**

By: \_\_\_\_\_  
Name, Title

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Fed. I.D. # \_\_\_\_\_

\_\_\_\_\_  
County Attorney

**PROGRAM PARTICIPANT**

By: \_\_\_\_\_  
Richard M. Hinojosa, City Manager

**ATTEST**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**  
Fed. I.D. #74-6000714

**Palacios, Garza & Thompson, P.C.**

\_\_\_\_\_  
City Attorney

## EXHIBIT A ROLES AND RESPONSIBILITIES

| TASK                                                                                                                                                                       | CHAIR                                      | PARTICIPANTS                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------|
| <b><u>Coordinator and Point of Contact:</u></b> Serves to identify meeting locations; notify program participants; keeps record of meetings and actions                    | City of Mission                            |                                            |
| <b><u>Fiscal Agent:</u></b> Serves as accounts receivable and payable related to the cost of development                                                                   | Hidalgo County – Urban County Program      |                                            |
| <b><u>Prior Actions and Goals:</u></b><br>Compilation of previous Analysis of Impediments and Actions                                                                      | City of McAllen                            | Executive Committee Members                |
| <b><u>Survey Coordination:</u></b><br>Management of Committee Surveys and Maintains Timely Schedule                                                                        | City of Edinburg                           |                                            |
| <b><u>Public Hearings, Outreach and Marketing:</u></b> Compile Outreach Efforts, Reviews Publications                                                                      | City of McAllen                            | Executive Committee Members                |
| <b><u>Maps and Tools:</u></b> Utilizes HUD provided Maps and Tools; Utilizes Census Bureau Data; Identifies pertinent information                                          | Hidalgo County – Urban County Program      | Housing Authority for the City of Donna    |
|                                                                                                                                                                            | Housing Authority for the City of McAllen  | City of Edinburg                           |
| <b><u>School Committee:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator                 | Housing Authority for the City of Edinburg | City of Mission                            |
|                                                                                                                                                                            |                                            | Housing Authority for the City of Mercedes |
| <b><u>Job/Labor Committee:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator              | City of Pharr                              | City of Mission                            |
|                                                                                                                                                                            |                                            | Housing Authority of the City of Edcouch   |
|                                                                                                                                                                            |                                            | Housing Authority of the City of Elsa      |
| <b><u>Transit/Transportation Committee:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator | City of Pharr                              | Housing Authority for the City of Donna    |
|                                                                                                                                                                            |                                            | Housing Authority of the City of Mission   |
|                                                                                                                                                                            |                                            | Housing Authority of the County of Hidalgo |

| TASK                                                                                                                                                                                                     | CHAIR                                             | PARTICIPANTS                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------|
| <p><b><u>Poverty Committee:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator</p>                                       | <p>Housing Authority of the County of Hidalgo</p> | <p>Housing Authority for the City of Alamo</p>     |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority for the City of McAllen</p>   |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority of the City of Edcouch</p>    |
| <p><b><u>Environmental Health and Issues Committee:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator</p>               | <p>Housing Authority for the City of Mission</p>  | <p>Housing Authority for the County of Hidalgo</p> |
|                                                                                                                                                                                                          | <p>City of Mission</p>                            | <p>Hidalgo County – Urban County Program</p>       |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority of the City of Elsa</p>       |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority of the City of San Juan</p>   |
| <p><b><u>Housing Coordinator:</u></b> Creates applicable survey instrument*; identifies recipients; provides survey; compiles data regarding housing and subcommittee; reports to Survey Coordinator</p> | <p>Housing Authority of the City of Edinburg</p>  | <p>Housing Authority for the City of Weslaco</p>   |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority for the City of Mercedes</p>  |
|                                                                                                                                                                                                          | <p>City of Edinburg</p>                           | <p>Housing Authority for the City of La Joya</p>   |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority for the City of Pharr</p>     |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority for the City of Hidalgo</p>   |
| <p><b><u>Disproportionate Needs Subcommittee:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Housing Coordinator</p>                    | <p>Housing Authority of the City of McAllen</p>   | <p>Housing Authority for the City of Weslaco</p>   |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority for the City of Mercedes</p>  |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority for the City of La Joya</p>   |
| <p><b><u>Publicly Supported Housing:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Housing Coordinator</p>                             | <p>Housing Authority of the City of Pharr</p>     | <p>Housing Authority of the City of Hidalgo</p>    |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority of the City of Alamo</p>      |
|                                                                                                                                                                                                          |                                                   | <p>City of Pharr</p>                               |
| <p><b><u>Disability Needs and Gaps:</u></b> Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator</p>                               | <p>Hidalgo County – Urban County Program</p>      | <p>Housing Authority of the City of McAllen</p>    |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority of the City of Mission</p>    |
|                                                                                                                                                                                                          |                                                   | <p>City of Pharr</p>                               |
|                                                                                                                                                                                                          |                                                   | <p>Housing Authority of the City of San Juan</p>   |

| TASK                                                                                                                | CHAIR                                 | PARTICIPANTS                              |
|---------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------|
| <u><b>Narrative Development:</b></u><br>Compose draft and final documents                                           | Hidalgo County – Urban County Program | City of McAllen                           |
|                                                                                                                     |                                       | Housing Authority of the City of McAllen  |
|                                                                                                                     |                                       | Housing Authority of the City of Edinburg |
| <u><b>FH Enforcement: Metrics and Milestones:</b></u> Create proposed actions; reports activity in subsequent years | City of McAllen                       | Hidalgo County – Urban County Program     |
|                                                                                                                     |                                       | Housing Authority of the City of McAllen  |

\* Surveys must, at minimum, address prompts and questions in the checklist/AFH Tool

## **EXHIBIT B COST ALLOCATION**

Executive Committee members shall equally reimburse Lead Entity 80% of the development and submission costs, irrespective of own Citizen Participation requirements and costs. All other Program Participants shall equally bear the remaining 20% of development and submission costs, irrespective of own Citizen Participation requirements and costs.

Lead Entity shall present to Executive Committee itemized costs every two months.

Lead Entity shall present to the Executive Committee any cost exceeding \$10,000 prior to encumbering such expense.

Lead Entity shall serve as fiscal agent, billing agent and process accounts payable to approved vendors and suppliers.

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Enter Into and Execute a Memorandum of Understanding (MOU) Between the Lower Rio Grande Development Council (LRGVDC) and the City of Edinburg. [David White, Chief of Police]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

This (MOU) is sought to provide basic police academy training and in-service police training for Edinburg Police Officers, other in-service police officers and prospective peace officer candidates.

The goals and objectives of this MOU are to provide quality Basic Peace Officer Academy training, quality in-service training and insure Edinburg Police Officers receive the minimum required training as mandated by the Texas Commission on Law Enforcement and Chapter 1701 of the Occupations Code.

The Edinburg Police Department will make their Training Facility and Certified Instructors available. The LRGVDC will permit access to their Police Academy License in order to credit training provided and hosted by the Edinburg Police Department.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter Into and Execute a Memorandum of Understanding (MOU) Between the Lower Rio Grande Development Council (LRGVDC) and the City of Edinburg for Basic Peace Officer Academy Training.

**REVIEWED BY:**

**PREPARED BY:**

Lt. C. Dufner

Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/ Ricardo Palacios by CP

Ricardo Palacios  
City Attorney

Â /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

## **MEMORANDUM OF UNDERSTANDING**

### **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL & CITY OF EDINBURG, TEXAS POLICE DEPARTMENT**

This agreement is entered into between the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, TO WIT: (hereinafter known as "LRGVDC") and the CITY OF EDINBURG, TO WIT: THE EDINBURG POLICE DEPARTMENT (hereinafter known as "EPD").

Through this agreement, it is sought to provide basic police academy training and in-service police training for EPD officers, other area in-service police officers, and prospective peace officer candidates.

Therefore, EPD and the LRGVDC do hereby agree as follows regarding provision of the aforementioned training programs.

#### **GOALS AND OF OBJECTIVES OF THE PARTNERSHIP:**

*The goals and objectives of this partnership between EPD and the LRGVDC are to:*

- Provide quality Basic Peace Officer Academy training, as per requirements established by the Texas Commission on Law Enforcement and Chapter 1701 of the Texas Occupations Code
- Provide quality in-service peace officer training as per requirements established by the Texas Commission on Law Enforcement and Chapter 1701 of the Texas Occupations Code.
- Insure that all EPD sworn personnel receive the minimum required training as mandated by the Texas Commission on Law Enforcement and the Chapter 1701 of the Texas Occupations Code.

#### **ROLES AND RESPONSIBILITIES**

*The Roles and Responsibilities of each party to this agreement are as follows:*

##### **LRGVDC**

- Provide, at no cost, Basic Peace Officer Academy training for up to the first FIVE (5) EPD personnel per academy class, and for each EPD over FIVE (5), one half of the regular tuition, when EPD instructors, facilities or equipment are utilized in the training activity; however, the allotments do not accrue, meaning that the maximum number of fully sponsored cadets shall not exceed FIVE (5) per class and no more than FIVE (5) at ½ of regular tuition.
- Limit each class to a maximum of 40 participants, including those sponsored by the City of Edinburg Police Department (both day and evening classes).
- Provide EPD 60-day advanced notice of forthcoming scheduled Basic Peace Officer Course academy to be held at EPD facilities.
- Schedule, coordinate and conduct all police training activities, when EPD instructors, facilities or equipment are utilized in the training activity.

- Utilize LRGVDC instructional staff, facilities, equipment and support staff, as appropriate and available, when EPD instructors, facilities or equipment are not utilized in the training activity.
- Provide reporting of applicable training activities to Texas Commission on Law Enforcement upon submission of competent documentation such as sign-in rosters, learning objectives, lesson plans, instructor bio-sketch and course evaluations.
- Provide supervision of all instructors while conducting training functions of the LRGVDC.
- Provide supervision of students attending training functions of the LRGVDC.
- Provide lesson plans, learning objectives and any and all media visual training material in conjunction with any Basic Peace Officer Course and/or any in-service courses assuring that all TCOLE Rules and Regulations are met at EPD.
- Provide the opportunity to transfer lesson plans, learning objectives, media visual training material and all handouts to EPD.
- Provide the Edinburg Police Department with a copy of the “Release of Liability and Statement of Understanding Basic Peace Officer Course” form for every student using an Edinburg facility and/or instructor.

## **EDINBURG POLICE DEPARTMENT**

- Provide, at no cost, specialized instructional staff as requested by the LRGVDC for instruction of classes attended, in whole or in part, by EPD personnel.
- Provide, at no cost, on-hand instructional equipment and facilities as may be requested by the LRGVDC.
- Provide certified EPD firearms instructors approved by both EPD and the LRGVDC to provide instruction at the firing range designated by LRGVDC.
- Provide LRGVDC prescribed uniforms for all EPD personnel attending the Basic Peace Officer Academy.
- Provide full charges and fees, if applicable, for EPD personnel attending special training events (i.e. special presentations, conferences, sponsored training events, etc.) hosted and sponsored by the LRGVDC.
- Provide housing/office space for all lesson plans, learning objectives and any and all media visual training material in conjunction with any Basic Peace Officer Academy Course or any in-service courses making sure all TCOLE Rules and Regulations are met.

## **HOLD HARMLESS AGREEMENT**

The LRGVDC agrees to hold the EPD and the City of Edinburg, Texas, harmless from any and all claims arising out of acts or omissions of the LRGVDC during any Basic Peace Officer Academy or police in-service training classes and activities.

The EPD agrees to hold the Lower Rio Grande Valley Development Council harmless from any and all claims arising out of acts or omissions of EPD during any Basic Peace Officer Academy or police in-service training classes or activities.

This section does not apply to, nor has any effect in, Workers Compensation claims filed against either party by that party's personnel, resulting out of acts or omissions during any Basic Peace Officer Academy or police in-service training classes and activities.

## **INSTRUCTIONAL STANDARDS OF COMPLIANCE**

The LRGVDC is a contractual training provider for the Texas Commission on Law Enforcement to serve as the Regional Law Enforcement Training and Education provider throughout the counties of Cameron, Hidalgo and Willacy.

The Lower Rio Grande Valley Development Council manages operational requirements and training curriculum standards as per TCOLE contractual agreement. ***LRGVDC maintains the right to review or modify, as needed, training calendar, curriculum, lesson plans and/or adjunct instructors in accordance with TCOLE requirements.***

## **MEMORANDUM OF UNDERSTANDING AMENDMENTS**

The parties agree that this agreement is given and accepted upon the expressed condition that it cannot, in any manner, be changed altered, varied or modified unless such modification, change, or alteration shall be in writing and executed by both parties.

This agreement may be amended by mutual written agreement of both parties and terminated by either party giving not less than thirty (30) days written notice prior to the proposed effective date of the proposed amendment or termination.

The effective start date of this agreement is the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

David White  
Chief of Police,  
City of Edinburg, Texas Police Department

---

Richard Hinojosa  
City Manager,  
City of Edinburg, Texas

---

Ron Garza  
Executive Director,  
Lower Rio Grande Valley Development Council

## **Release of Liability and Statement of Understanding Basic Peace Officer Course**

In consideration of being permitted to participate in any way in the Basic Peace Officer Course (BPOC) being offered by the Lower Rio Grande Valley Development Council Regional Police Academy and Training Center (RPA), I, the **releaser**, acknowledge and agree to the following:

- The BPOC involves simulated and full contact defensive tactics and situations and the use and discharge of non-lethal weapons such as O.C. spray and deadly weapons such as handguns, shotguns and rifles.
- These weapons and tactics will be used in various locations throughout the BPOC as directed by the instructor(s) and I must fully participate in each of the training sessions.
- I am aware of the potential risk of harm, injury or death that may occur as a result of using such devices and/or tactics, even if used correctly.
- I knowingly and freely assume all such risks, known and unknown, even if arising from the negligence of those persons released from liability below and I assume all responsibility for my participation in said training and instruction.
- I understand that the BPOC is mentally and physically demanding and intense and that I must abide by the directions of the instructor(s), while being aware of my personal safety at all times and I shall immediately notify my instructor(s) of any and all hazards during my participation.
- I, on behalf of myself and my heirs, personal representatives, and any other persons or entities acting on my behalf forever holds harmless and promise not sue the Lower Rio Grande Valley Development Council (LRGVDC), the LRGVDC Regional Police Academy, their officers, employees, instructors, volunteers or agents and/or the owners and lessors of the premises used to conduct training for the BPOC or any other course on behalf of the LRGVDC with respect to any injury, permanent or otherwise, disability, death or loss or damage to my person or property, whether caused by my negligence or otherwise and this release also includes injuries, etc., during any and all fitness and wellness evaluations, programs or exercises.

This ***Release of Liability and Statement of Understanding*** includes all members, property, and other holdings of the LRGVDC and any of its partners, including, but not limited to the City Mission and the Mission Police Department, the City of Hidalgo and the Hidalgo Police Department, City of Edinburg and the Edinburg Police Department, Texas State Technical College (TSTC) and any holdings of TSTC or any of its partners, and South Texas College (STC) and any holdings of STC or any of its partners in the fulfillment of the requirements of the BPOC.

- I understand that this agreement covers all facets of training, even if that training occurs on property not specifically listed herein.
- I understand that the BPOC is not administrative in nature and that the BPOC will place individuals and teams in simulated circumstances similar to real-world encounters, which may include, but is not limited to, simunitions, live-fire at the range, driving and low light situations.
- I understand that the force-on-force training as delivered by the LRGVDC RPA is physically demanding and is often painful, but not intended to cause permanent damage, disability or death.
- Due to the tremendous volume of information and practical exercises, I understand that each day may be longer than expected and I fully understand that it is my responsibility to prearrange for matters in my personal life to allow me to fully participate in all facets of the BPOC even if little to no advance notice is given. This includes responding to natural disasters such as hurricanes and other weather related matters.
- The BPOC will include hand-on training which will involve moving from standing to kneeling and prone positions, moving across different types of terrain, bilateral mechanics, weapons retention and removal, redirections, defensive tactics, joint locks and manipulations, strikes and punches, OC spray and a host of other similarly demanding actions. These actions may include me applying such techniques to others and others applying such techniques to me.
- The LRGVDC RPA does not have a minimum physical fitness standard; however, the LRGVDC RPA has adopted the Cooper Institute's standards of fitness and wellness for law enforcement officers and I understand that I must fully participate in fitness and wellness assessments throughout the BPOC as directed by my instructor(s).

I have read and fully understand this ***Release of Liability and Statement of Understanding*** and I sign this form giving up rights as herein stated of my own free will. No promises have been made nor threats made against me for me to sign this form.

Signed and witnessed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Execute an Inter-local Agreement between the City of Edinburg and Edinburg Consolidated Independent School District for the Robert Vela High School Paving and Drainage Improvements. [Ponciano N. Longoria, P.E., C.F.M., Director of Engineering]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

City Staff is recommending the City Manager to execute an Inter-local Agreement between the City of Edinburg and Edinburg Consolidated Independent School District for the addition to a 48" RCP drain line from Dawson Rd. to Canton Rd. and 15' drainage easement along the pathway of the drain line. The City agrees to participate in the project by providing an amount up to and not-to-exceed \$35,353.50 for the construction of the drain line. The City shall at its sole cost maintain and keep in repair said line and shall promptly repair any pavement or any other improvements above or immediately adjacent to said line which may become damaged due to repair or maintenance activities.

The Edinburg Consolidated Independent School District agrees to participate in the project by providing the remaining amount of funding for the Engineering Services, Surveying, Materials Testing, asbestos abatement testing and construction for the completion of the project.

Approval of this item will require an appropriation from the 2016-2017 Fiscal Year General Fund Operating Budget.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Execute an Inter-local Agreement Between the City of Edinburg and Edinburg Consolidated Independent School District for the Robert Vela High School Paving and Drainage Improvements.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

Â /s/Ponciano N. Longoria  
Ponciano N. Longoria  
PE, CFM  
Director of Public Works

\*\*\*\*\*

**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

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND  
THE CITY OF EDINBURG**

This Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "DISTRICT" and the **CITY OF EDINBURG, TEXAS**, hereinafter referred to as "CITY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, DISTRICT is engaging in a project referred to as the ROBERT VELA HIGH SCHOOL PAVING AND DRAINAGE IMPROVEMENTS; and

**WHEREAS**, CITY has determined that the residents of the CITY will receive benefit from the infrastructure improvements and has agreed to assist DISTRICT; and

**WHEREAS**, DISTRICT has determined that DISTRICT will receive benefit from the infrastructure improvements to better serve the students, parents and staff, and has agreed to assist the CITY; and

**WHEREAS**, CITY and DISTRICT have agreed to cooperate in the improvements as further herein described; and

**WHEREAS**, CITY and DISTRICT are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code §791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

**NOW, THEREFORE**, CITY and DISTRICT, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The DISTRICT agrees to construct improvements of a 48" RCP Drain line from Dawson Road to Canton Road, which includes, but not limited to, engineering services, surveying, materials testing, asbestos abatement testing and all other construction expenses for the completion of the project, more specifically described in Exhibit "A".
2. The CITY agrees to participate in the construction of a 48" RCP drain line in the amount up to and not to exceed \$35,353.50. Such amount shall be paid within 30 days after receipt of invoice from the DISTRICT for the improvements.

3. The DISTRICT shall promptly upon the execution of this Agreement provide a perpetual 15-foot drainage easement along the path of the drain line to the CITY, for the CITY's access and maintenance purposes.

4. The CITY shall at its sole cost maintain and keep in repair said line and shall promptly repair any pavement or any other improvements above or within the drainage easement to said line which may become damaged due to repair or maintenance activities.

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

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

7. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Mutual Indemnification:** The DISTRICT will defend, indemnify and hold harmless the CITY from all damages, costs, expenses, and attorney's fees for all claims and suits, including claims and suits for death, personal injury and property damage, arising out of, or in connection with the construction of the drainage line.

The CITY will defend, indemnify and hold harmless the DISTRICT from all damages, costs, expenses, and attorney's fees for all claims and suits, including claims and suits for death, personal injury and property damage, arising out of, or in connection with the maintenance of drainage easement.

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

10. **TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

**If to City:** City of Edinburg  
Attention: City Manager  
P.O. Box 1079 – 415 W. University  
Edinburg, Texas 78540

**If to School District:** Edinburg Consolidated Independent School District  
Attention: Superintendent of Schools  
411 N. 8<sup>th</sup> St.  
Edinburg, Texas 78540

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

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

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

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

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

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

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

20. **Governmental Purpose.** Each party hereto is entering into this agreement for the

purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Oscar Salinas, President, Board of Trustees

**ATTEST:**

BY: \_\_\_\_\_  
Juan "Sonny" Palacios, Jr., Secretary, Board of Trustees

**APPROVED AS TO FORM:  
O'Hanlon, Rodriguez Betancourt, & Demerath**

By: \_\_\_\_\_  
Renee Rodriguez-Betancourt  
District General Counsel

**CITY OF EDINBURG**

\_\_\_\_\_  
Richard Hinojosa, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

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

By: \_\_\_\_\_  
City Attorney

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Enter Into an Agreement with the UTRGV Athletics for the Period of November 18, 2016 through November 19, 2017 for \$10,000 in funding from the General Fund. [Sonia Marroquin, Assistant City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

UTRGV Athletics serves the community by providing family-friendly entertainment that highlights the campus and promotes the existence of obtainable, higher education to local youths throughout the Rio Grande Valley community. UTRGV Athletics takes pride in its obligation to serve the local community. A critical objective for UTRGV Athletics is to expose local youths to the presence and availability of higher education in our community.

UTRGV Athletics is requesting funding in the amount of \$10,000 for the 2016-2017 Season. Annual Sponsorship would include recognition, tickets, website presence, and public address announcements.

Recognition would include an 8' x 16' full color outfield wall sign at the Edinburg Baseball Stadium. The sign will be present year-round, including during all home UTRGV baseball games, as well as any high school tournaments/games, and Little League events/tournaments/games that UTRGV hosts. Design of the sign is the responsibility of the City of Edinburg with approval of UTRGV Athletics. Printing and installation of the sign is the responsibility of UTRGV Athletics.

The City of Edinburg will receive a full color backlit sign at the UTRGV Fieldhouse. The logo banner will be visible to the more than 25,000 fans who attend the men's and women's basketball games, and volleyball matches through the fall and winter seasons. Design of the sign is the responsibility of the City of Edinburg with approval of UTRGV Athletics. Printing and installation of the sign is the responsibility of UTRGV Athletics.

The City of Edinburg will receive four (4) chair back reserved tickets for every regular season home UTRGV Men's and Women's basketball game in 2016-2017 season, as well as four (4) season ticket booklets for the 2017 UTRGV regular season home baseball games.

The City of Edinburg will receive a private suite at the UTRGV Baseball Stadium. Complimentary use of Baseball stadium on a mutually agreed upon date for Edinburg Little League opening ceremonies with Edinburg police providing security.

The City of Edinburg's logo will be displayed on the UTRGV Athletics website, [www.GoUTRGV.com](http://www.GoUTRGV.com). Display of the logo will include a link to the City of Edinburg's website. The City of Edinburg's logo and information will also be displayed on the Backing the Vaqueros page of the website. This page is a listing of our corporate partners.

The City of Edinburg will be recognized in two (2) public address announcements at all regular season home UTRGV baseball, men's and women's basketball, soccer and volleyball games. The City of

Edinburg will be recognized with a check presentation. The date and event at which the check presentation takes place will be at the mutual agreement between the City of Edinburg and UTRGV Athletics.

Funding is available in the FY 2016-2017 General Fund Operating Budget.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter Into an Agreement with the UTRGV Athletics for the Period of November 18, 2016 through November 19, 2017 for \$10,000 in funding from the General Fund.

**REVIEWED BY:**

**PREPARED BY:**

Cindy Gutierrez,  
Administrative Assistant

/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/Sonia Marroquin  
Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**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



## Sponsorship Agreement

This Sponsorship Agreement is entered into effective **November 18, 2016 (Effective Date)**, between **The University of Texas Rio Grande Valley**, an agency of the State of Texas (**UTRGV**), on behalf of its Department of Intercollegiate Athletics (**UTRGV Athletics**), and The City of Edinburg (**Sponsor**).

### TERM OF AGREEMENT

The term of this agreement will commence on the Effective Date and expire **November 19, 2017**.

### ACKNOWLEDGEMENT OF SPONSOR

#### Use of Official Sponsor Designation

Subject to UTRGV's prior written approval for each use, sponsor may use the following designation in approved materials:

“**The City of Edinburg**, an Official Sponsor of The University of Texas – Rio Grande Valley Intercollegiate Athletics”

Provided, however, sponsor must comply with UTRGV's sports marketing guidelines (posted at [www.utpabroncs.com](http://www.utpabroncs.com)) detailing required graphic design dimensions, specifications, timelines and traffic instructions necessary to activate elements of this agreement.

#### Recognition as Sponsor

UTRGV Athletics will recognize sponsor as more specifically provided below:

##### **UTRGV Fieldhouse (Venue for Home UTRGV Regular Season Men's and Women's Basketball & Volleyball)**

- Backlit panel

Panel is full-color. Design of panel is responsibility of sponsor with approval of UTRGV Athletics. Production and installation costs are the responsibility of UTRGV Athletics, as long as approved vendor is utilized per mutual agreement of sponsor and UTRGV Athletics.

##### **UTRGV Baseball Stadium**

- Outfield Wall Signage

Signage is 8' x 16', and is in full color. Design of the signage is responsibility of sponsor with approval of UTRGV Athletics. Production and installation costs are the responsibility of UTRGV Athletics, as long as approved vendor is utilized per mutual agreement of sponsor and UTRGV Athletics.

##### **Public Address System at Edinburg Baseball Stadium and UTRGV Fieldhouse**

- Sponsor will be recognized in two (2) public address announcements at all regular season home UTRGV baseball, men's and women's basketball, soccer and volleyball games as follows:

“**The City of Edinburg**, an Official Sponsor of The University of Texas – Rio Grande Valley Intercollegiate Athletics.”

##### **UTRGV Athletics Website**

Sponsor will receive top banner on the UTRGV Athletics website at [www.GoUTRGV.com](http://www.GoUTRGV.com). Banner will hyperlink to <http://www.cityofedinburg.com/> (Destination Page).



Sponsor logo on the UTRGV Athletics website at [www.GoUTRGV.com](http://www.GoUTRGV.com). Sponsor logo will hyperlink to <http://www.cityofedinburg.com/>.

If sponsor alters the Destination Page and, in the reasonable and good faith opinion of UTRGV, those alterations may create unrelated business taxable income for UTRGV, then UTRGV will display sponsor's Logo on the UTRGV Athletics website for the remainder of the term of this Agreement but will sever the hyperlink to the Destination Page.

#### **Tickets**

- Sponsor will receive four (4) chair back reserved tickets for every regular season home UTRGV Men's and Women's Basketball game in 2016-17 season.
- Sponsor will receive four (4) season ticket booklets for the 2017 UTRGV regular season home baseball games.

Sponsor will also receive a private suite for the 2017 UTRGV regular season baseball home games.

Complimentary use of Baseball stadium on a mutually agreed upon date for Edinburg Little League opening ceremonies with Edinburg police providing security.

#### **Check Presentation**

Sponsor will be recognized with an on-court/field check presentation. The date and event at which the presentation takes place will be at the mutual agreement between the sponsor and UTRGV Athletics.

### **RESPONSIBILITIES OF SPONSOR**

#### **Marketing Materials**

Sponsor agrees to identify appropriate contact persons for fulfillment of sponsorship elements and communication on associated initiatives authorized under this agreement.

Sponsor agrees to provide UTRGV Athletics materials needed to activate the sponsorship elements and associated initiatives authorized under this agreement and that comply with UTRGV's sports marketing guidelines (posted at [www.GoUTRGV.com](http://www.GoUTRGV.com), including:

- **Sponsor Logo in EPS vector file format**
- **Graphic layout and designs for all venue displays**

#### **Sponsorship Consideration**

During the term of this agreement, sponsor agrees to pay **\$10,000** to UTRGV Athletics.

### **TAX LIABILITY**

The Sponsorship Consideration is intended to be a qualified sponsorship payment as defined in the *Internal Revenue Code* and related *Treasury Regulations*. Sponsor acknowledges that the issue of tax liability as a result of entering into this agreement is an important concern to UTPA.



## **NO ENDORSEMENTS**

Notwithstanding any other term or condition of this agreement to the contrary, no Sponsorship Recognition Material or recognition of Sponsor of any other any kind, may state or imply that UTRGV endorses a particular company, organization or any other entity, including Sponsor, or any other entity's goods or services, including Sponsor's goods or services.

## **TERMINATION**

### **Termination with Cause**

Either party may terminate this agreement, effective upon delivery of a termination notice, without prejudice to any other legal or equitable rights to which such terminating party may be entitled, if (i) the other party fails to perform a material duty or obligation under this agreement, and that failure is not (a) cured to the satisfaction of the non-defaulting party within thirty (30) days following written notice of the failure to the defaulting party, or (b) to the extent not reasonably curable within the thirty (30) day time period, attempted to be cured within the thirty (30) day period and, thereafter, pursued diligently until cured to the satisfaction of the non-defaulting party within a reasonable time period; or (ii) any of the representations or warranties made by the other party to this agreement prove to be untrue or inaccurate in any material respect.

### **UTRGV's Rights to Terminate**

UTRGV may immediately terminate this agreement upon written notice to Sponsor, if UTRGV determines that continued affiliation with Sponsor is inconsistent with UTRGV's mission or philosophy and/or adversely impacts the reputation of UTRGV. If UTRGV terminates this agreement, Sponsor will only be required to pay for a pro-rata portion of the Sponsorship Consideration due to UTRGV based on the Sponsorship Recognition actually provided to Sponsor by UTRGV prior to termination. If Sponsor has, as of the effective date of termination, paid to UTRGV more than the pro-rata amount, UTRGV will refund the difference to Sponsor within thirty (30) days after the effective date of termination.

"**Sponsorship Recognition**" means all sponsorship recognition provided under this agreement. All Sponsorship Recognition must satisfy the qualified sponsorship requirements under the then current *Internal Revenue Code* and *Treasury Regulations*. All Sponsorship Recognition materials provided under this agreement are collectively referred to as "**Sponsorship Recognition Material**."

## **CONTINUING OBLIGATIONS**

Expiration or termination of this agreement for any reason will not relieve either party from its obligation to (i) perform up to the effective date of expiration or termination, or (ii) perform such obligations as may survive expiration or termination.

## **SUBJECT TO LAWS, REGULATIONS AND RULES**

This agreement and all rights granted under this agreement are subject to (i) all applicable federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, **Applicable Laws**), (ii) all existing contractual arrangements and obligations of UTRGV; (iii) the constitution, bylaws, rules, policies and procedures of the National Collegiate Athletic Association (NCAA), the Western Athletic Conference, and any other athletic organization with jurisdiction (collectively, **Athletic Organization Rules**); and (iii) all University Rules. For purposes of this agreement, "**University Rules**" means (i) the *Rules and Regulations* of the Board of Regents of The University of Texas System found at <http://www.utsystem.edu/bor/rules/>; (ii) the policies of The University of Texas System found at <http://www.utsystem.edu/bor/procedures/policy/>; (iii) the Institutional rules and regulations and policies of UTRGV (which may be found at <http://www.utrgv.edu/hop/handbook/index.htm>).



**VENUE; CONTROLLING LAW; INTERPRETATION**

Hidalgo County, Texas, will be the proper place of venue for suit on or in respect of this agreement. This agreement and all of the rights and obligations of the parties to this agreement and all of the terms and conditions of this agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

**ASSIGNMENT**

UTRGV or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for UTRGV, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

**SUMMARY OF TOTAL SPONSORSHIP AMOUNT**

**Sponsor Agreement Amount:                    \$10,000**

*Agreed and accepted by the following duly authorized representatives of Sponsor and University:*

**The University of Texas-Rio Grande Valley**

**City of Edinburg**

\_\_\_\_\_  
Rick Anderson  
Vice President for Business Affairs

\_\_\_\_\_  
Richard M. Hinojosa  
City of Edinburg – City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chris King  
Director of Intercollegiate Athletics

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Amendment and Revision to the Frequency Reconfiguration Agreement with Nextel of Texas and Authorize the City Manager to Execute Documents Relating Thereto. [Shawn Snider, Fire Chief]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

This Amendment shall amend and revise that certain Frequency Reconfiguration Agreement executed on September 8, 2014, between the City of Edinburg and Nextel of Texas, Inc. a wholly owned indirect subsidiary of Sprint Corporation, a Delaware Corporation.

The City of Edinburg is not incurring any cost on this project. Nextel of Texas will be incurring all cost for this project.

In accordance with the provisions of Section 26 of the Agreement, hereby agree to amend and revise the Agreement as follows: Schedule C is hereby deleted and is replaced with Schedule C-1, which is attached here to and incorporated by reference herein.

The following amendments have been made:

- Subscriber units retuned from 969 to 901
- Subscriber units rebanded total from 969 to 901
- Reconfigure Infrastructure Equipment # of days after project start date for start of task from 50 to 0
- System Acceptance # of days after project start date for start of task from 85 to 0

Amended Cost Totals:

Dailey & Wells Communications (DWC) - Vendor from \$445,769.78 to \$473,944.79

Law Office of Matthew J. Plache - Vendor from \$36,865 to \$54,365

Total estimated cost: from \$510,865.78 to \$556,540.79

**RECOMMENDATION:**

Approve Amendment and Revision to the Frequency Reconfiguration Agreement with Nextel of Texas and Authorize the City Manager to Execute Documents Relating Thereto.

**REVIEWED BY:**

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

**PREPARED BY:**

Mari Tovar, Adm. Asst.

/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

**AMENDMENT TO FREQUENCY RECONFIGURATION AGREEMENT**

**THIS AMENDMENT** shall amend and revise that certain Frequency Reconfiguration Agreement (the "Agreement") executed on September 8, 2014, by and between the **City of Edinburg**, a political subdivision of the State of Texas ("Incumbent"), and **Nextel of Texas, Inc.** ("Sprint"), a wholly owned indirect subsidiary of Sprint Corporation, a Delaware corporation. Sprint and Incumbent may be referred to collectively in this Agreement as the "Parties."

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, in accordance with the provisions of Section 26 of the Agreement, hereby agree to amend and revise the Agreement as follows:

1. That Schedule C is hereby deleted and is replaced with Schedule C-1, which is attached hereto and incorporated by reference herein.
2. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of the Incumbent or Sprint.
3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control.

In WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Amendment as of this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

INCUMBENT:  
City of Edinburg, Texas

SPRINT:  
Nextel of Texas, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

**SCHEDULE C-1**

**800 MHZ RECONFIGURATION**

**COST ESTIMATE - CERTIFIED REQUEST**

**Request for Reconfiguration Funding**

**Incumbent's Name: EDINBURG, CITY OF, TX PH II**

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Sprint to fund the estimated reconfiguration costs included below:

**Incumbent Payment Terms:** Sprint will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Sprint will pay Incumbent \$14,115.50 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Sprint of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Sprint will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

**Vendor Payment Terms:** Sprint will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Sprint will pay each Vendor within 30 days after receipt by Sprint of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

**1. System Description:** The City of Edinburg, Texas operates a Harris P25 radio system for Public Safety users and an Enhanced Digital Access Communications System (EDACS) radio system for non-Public Safety users in the Edinburg, Texas area. The radio system consists of five trunked sites: one 3-channel P25 site, one 7-channel EDACS site, one 5-channel backup site and two single channel autonomous trunking (SCAT) sites. Edinburg also owns and operates a single conventional Mutual Aid site, administered by the Lower Rio Grande Valley Development Counsel (LRGVDC). The frequency licenses for the Mutual Aid site are held by LRGVDC so the site will be rebanded under a separate FRA contract with LRGVDC. The process and costs associated with rebanding the Mutual Aid site are not included in the Edinburg plan. There are approximately 900 subscriber units operating on the Edinburg system.

The major system elements to be reconfigured are summarized in the table below:

|                                  | Total In System | Total Included in FRA |
|----------------------------------|-----------------|-----------------------|
| Base station frequencies         | 0               | 0                     |
| - Voice channels                 | 0               | 0                     |
| - Home/Control channels          | 0               | 0                     |
| Repeater sites                   | 5               | 5                     |
| Other sites (remote recv, BDA)   | 0               | 0                     |
| Subscriber units retuned         | 969             | 969                   |
| Subscriber units reprogrammed    | 0               | 0                     |
| Subscriber units replaced        | 0               | 0                     |
| Subscriber units rebanded total  | 969             | 969                   |
| Entities operating on the system | 0               | 0                     |

**2. Reconfiguration Milestones:** Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

| Reconfiguration Task                 | Start Date    | # of Days After Project Start Date for Start of Task | Estimated Duration in # of Days |
|--------------------------------------|---------------|------------------------------------------------------|---------------------------------|
| Project Start                        | June 20, 2016 |                                                      |                                 |
| Reconfiguration Planning             |               |                                                      | Completed                       |
| Reconfigure Subscriber Equipment     |               |                                                      | Est completion 9/30/16          |
| Reconfigure Infrastructure Equipment |               |                                                      | 5                               |
| System Acceptance                    |               |                                                      | 5                               |

**3. Implementation Plan:** See SOW

## 4. Cost Estimate:

| Description of Work To Be Performed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Payee(separately identify Incumbent and each Vendor being paid for work performed) | Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <p><b>I. Subscriber Reconfiguration Services - First Touch</b><br/> ----- Subscriber -----<br/> Radio Reconfiguration</p> <ul style="list-style-type: none"> <li>• Personality Development - 80 personalities, 1/2 hour each, done on-site, support testing (40hrs @ \$175.00 /hr = \$7,000.00)</li> <li>• Vehicle, Standard, Remote Mount (4 @ \$300.00 /unit = \$1,200.00)</li> </ul> <p>Radio Programming, Phase 1</p> <ul style="list-style-type: none"> <li>• Mobile Radio, Fixed Equipment, All Types (55 @ \$150.00 /unit = \$8,250.00)</li> <li>• Mobile Radio, Vehicle, Large Apparatus, All Types (36 @ \$125.00 /unit = \$4,500.00)</li> <li>• Mobile Radio, Vehicle, Motorcycle, Specialty (1 @ \$125.00 /unit = \$125.00)</li> <li>• Mobile Radio, Vehicle, Standard, All Types (257 @ \$85.00 /unit = \$21,845.00)</li> <li>• Portable Radio, All Types (552 @ \$75.00 /unit = \$41,400.00)</li> </ul> <p>Radio Programming, Phase 2</p> <ul style="list-style-type: none"> <li>• Mobile Radio, Fixed Equipment, All Types (55 @ \$150.00 /unit = \$8,250.00)</li> <li>• Mobile Radio, Vehicle, Large Apparatus, All Types (36 @ \$125.00 /unit = \$4,500.00)</li> <li>• Mobile Radio, Vehicle, Motorcycle, Specialty (1 @ \$125.00 /unit = \$125.00)</li> <li>• Mobile Radio, Vehicle, Standard, All Types (257 @ \$85.00 /unit = \$21,845.00)</li> <li>• Portable Radio, All Types (552 @ \$75.00 /unit = \$41,400.00)</li> <li>• Decommissioned Radio Collection (1hrs @ \$175.00 /hr = \$175.00)</li> </ul> <p>Travel and Living, Radio Reconfiguration</p> <ul style="list-style-type: none"> <li>• Airfare - 2 trips per technician, 5 persons (program, personalities) (10 @ \$1,150.00 /unit = \$11,500.00)</li> </ul> | <p>(Vendor)<br/> Dailey &amp; Wells<br/> Communications<br/> (DWC)</p>             | <p>\$228,624.35</p>                                                           |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------|
| <ul style="list-style-type: none"> <li>• Vehicles - 1 car per two technicians, 60 days, two cars (100 @ \$125.00 /unit = \$12,500.00)</li> <li>• Lodging - Four persons, 60 days + personalities (245 @ \$108.79 /unit = \$26,653.55)</li> <li>• Meals - Four persons, 60 days + personalities (245 @ \$70.84 /unit = \$17,355.80)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                |                    |
| <p><b>II. Infrastructure Reconfiguration - Services</b><br/>         ----- Infrastructure -----<br/> <b>Infrastructure Reconfiguration</b></p> <ul style="list-style-type: none"> <li>• Build Temporary Jumper Cables (4hrs @ \$175.00 /hr = \$700.00)</li> <li>• Site 1: Trunked, MultiSite, P25 3-channels (2 people at site, swap combiner, align and test site, 1 day) (16hrs @ \$175.00 /hr = \$2,800.00)</li> <li>• Site 2: Trunked, MultiSite, EDACS, 7-channels (2 people at site, swap combiner, align and test site, 2 day) (32hrs @ \$175.00 /hr = \$5,600.00)</li> <li>• Site 3: Trunked, MultiSite, EDACS, 5-channels Remove Site (2 people at site, swap combiner, align and test site, 1 day) (16hrs @ \$175.00 /hr = \$2,800.00)</li> <li>• Site 3: Trunked, MultiSite, EDACS, 5-channels re-install replacement site (2 people at site, swap combiner, align and test site, 2 days) (32hrs @ \$175.00 /hr = \$5,600.00)</li> <li>• Site 3: Trunked, MultiSite, EDACS, 5-channels ( Installation of the Site Controller, Receiver Multicoupler and Power Supplies into the pre-assembled replacement system provided by Sprint for the 5-channel backup EDACs system, and programming and alignment of the replacement site) (1 @ \$17,500.00 /unit = \$17,500.00)</li> <li>• Site 4: Trunked, SCAT Site, EDACS, 1-channel (1 person at site, align and test site) (4hrs @ \$175.00 /hr = \$700.00)</li> <li>• Site 5: Trunked, SCAT Site, EDACS, 1-channel (1 person at site, align and test site) (4hrs @ \$175.00 /hr = \$700.00)</li> </ul> <p>Expenses for Infrastructure Reconfiguration</p> <ul style="list-style-type: none"> <li>• Materials (Installation and consumable materials) (1 @ \$2,000.00 /unit =</li> </ul> | <p>(Vendor)<br/>         Dailey &amp; Wells<br/>         Communications<br/>         (DWC)</p> | <p>\$42,775.02</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                     |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------|
| <p>\$2,000.00)</p> <p>Travel and Living, Infrastructure Reconfiguration</p> <ul style="list-style-type: none"> <li>• Vehicles (1 car, 5 days on-site, travel to-from San Antonio) (10 @ \$100.00 /unit = \$1,000.00)</li> <li>• Lodging (2 persons, five days) (18 @ \$108.79 /unit = \$1,958.22)</li> <li>• Meals (2 persons, seven days) (20 @ \$70.84 /unit = \$1,416.80)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                     |                     |
| <p><b>III. Project Management, including on site supervision</b></p> <p>----- Professional Services -----</p> <p>--</p> <p>Labor</p> <ul style="list-style-type: none"> <li>• Project Manager - 4 hours per week for duration of project, 15 weeks (60hrs @ \$56.45 /hr = \$3,387.00)</li> <li>• Coordinator - Full time for duration of on-site work, 3 m, 168 hour/month (504hrs @ \$34.74 /hr = \$17,508.96)</li> <li>• Technician - Review radio personalities, 80 variations plus technical plans (56hrs @ \$34.74 /hr = \$1,945.44)</li> <li>• Accountant - Review invoices, payments, city labor hours (40hrs @ \$34.74 /hr = \$1,389.60)</li> </ul>                                                                                                                                                                                                                                     | <p>(Incumbent)<br/>EDINBURG, CITY<br/>OF, TX PH II</p>              | <p>\$24,231.00</p>  |
| <p>----- Professional Services -----</p> <p>--</p> <ul style="list-style-type: none"> <li>• Project Manager - 3 months on-site plus planning, close-out, reports (504hrs @ \$175.00 /hr = \$88,200.00)</li> <li>• Database Manager - 2 months on-site plus prepare database and reports (80hrs @ \$175.00 /hr = \$14,000.00)</li> <li>• System Engineer - Review plans, RF Combiner and test procedures (40hrs @ \$175.00 /hr = \$7,000.00)</li> <li>• Inventory Control - Receive, inventory, distribute replacement/loaner equipment (20hrs @ \$175.00 /hr = \$3,500.00)</li> </ul> <p>Travel and Living, Professional Services</p> <ul style="list-style-type: none"> <li>• Airfare - 3 trips for PM, 2 for Database Manager (3 @ \$1,150.00 /unit = \$3,450.00)</li> <li>• Vehicles - 2 cars for on-site duration of 3 months PM, 2 months DB (90 @ \$100.00 /unit = \$9,000.00)</li> </ul> | <p>(Vendor)<br/>Dailey &amp; Wells<br/>Communications<br/>(DWC)</p> | <p>\$141,316.70</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                     |                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------|
| <ul style="list-style-type: none"> <li>• Lodging - On-site duration of 2.5 months PM, 1.5 months DB (90 @ \$108.79 /unit = \$9,791.10)</li> <li>• Meals - On-site duration of 3 months PM, 2 months DB (90 @ \$70.84 /unit = \$6,375.60)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                     |                    |
| <p><b>IV. Testing</b></p> <p>----- Testing -----</p> <ul style="list-style-type: none"> <li>• Functional Performance Tests (1 day test of all sites, 2 technicians) (16hrs @ \$175.00 /hr = \$2,800.00)</li> <li>• Coverage Tests Includes pre- and post-rebanding tests, planning, reports, driving) (64hrs @ \$175.00 /hr = \$11,200.00)</li> <li>• Interference Monitoring (Includes planning, testing and analysis) (80hrs @ \$175.00 /hr = \$14,000.00)</li> </ul> <p>Travel and Living, Coverage Tests</p> <ul style="list-style-type: none"> <li>• Vehicles (POV, 8 days of driving including to/from location, twice) (6 @ \$100.00 /unit = \$600.00)</li> <li>• Lodging (1 person, 3 days, two times) (4 @ \$108.79 /unit = \$435.16)</li> <li>• Meals (1 person, 3 days, two times) (4 @ \$70.84 /unit = \$283.36)</li> </ul> <p>Travel and Living, Interference Monitoring</p> <ul style="list-style-type: none"> <li>• Vehicles (POV, 8 days of driving including to/from location, twice) (14 @ \$100.00 /unit = \$1,400.00)</li> <li>• Lodging (1 person, 3 days, two times) (13 @ \$108.79 /unit = \$1,414.27)</li> <li>• Meals (1 person, 3 days, two times) (13 @ \$70.84 /unit = \$920.92)</li> </ul> | <p>(Vendor)<br/>Dailey &amp; Wells<br/>Communications<br/>(DWC)</p> | <p>\$33,053.71</p> |
| <p><b>V. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel)</b></p> <p>----- Legal -----</p> <ul style="list-style-type: none"> <li>• Review FRA and contracts (20hrs @ \$200.00 /hr = \$4,000.00)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>(Incumbent)<br/>EDINBURG, CITY<br/>OF, TX PH II</p>              | <p>\$4,000.00</p>  |
| <p>----- Legal -----</p> <ul style="list-style-type: none"> <li>• FRA Negotiations (20hrs @ \$350.00 /hr = \$7,000.00)</li> <li>• FCC licensing (4hrs @ \$350.00 /hr = \$1,400.00)</li> <li>• Implementation and Closing (71hrs @</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>(Vendor)<br/>Law Office of Matthew<br/>J. Plache</p>             | <p>\$36,865.00</p> |

| <p>\$350.00 /hr = \$24,850.00)</p> <p>Travel and Living</p> <ul style="list-style-type: none"> <li>• Airfare (2 @ \$1,500.00 /unit = \$3,000.00)</li> <li>• Vehicles (3 @ \$75.00 /unit = \$225.00)</li> <li>• Lodging (2 @ \$120.00 /unit = \$240.00)</li> <li>• Meals (3 @ \$50.00 /unit = \$150.00)</li> </ul>                                                                                                      |                                                                                           |                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Amendment - 1 (New)</b>                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                           |                                                                                      |
| <b>Description of Work To Be Performed</b>                                                                                                                                                                                                                                                                                                                                                                             | <b>Payee(separately identify Incumbent and each Vendor being paid for work performed)</b> | <b>Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)</b> |
| <p><b>VI. Subscriber Reconfiguration Services - First Touch</b></p> <p>----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• Additional costs for updating the flash code on the required Incumbent's subscribers (604 units @ 0.25 hrs each @ \$150.00 /hr = \$22,650.00)</li> <li>• Additional travel expenses. (40 man days (4 persons x 10 days each)) (27 @ \$204.63 /unit = \$5,525.01)</li> </ul> | <p>(Vendor)<br/>Dailey &amp; Wells Communications (DWC)</p>                               | <p>\$28,175.01</p>                                                                   |
| <p><b>VII. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel)</b></p> <p>----- Legal -----</p> <ul style="list-style-type: none"> <li>• Additional Legal fees (50hrs @ \$350.00 /hr = \$17,500.00)</li> </ul>                                                                                                                                               | <p>(Vendor)<br/>Law Office of Matthew J. Plache</p>                                       | <p>\$17,500.00</p>                                                                   |
| <b>Amended Cost Totals:</b>                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                           |                                                                                      |
| EDINBURG, CITY OF, TX PH II                                                                                                                                                                                                                                                                                                                                                                                            | Incumbent                                                                                 | \$28,231.00                                                                          |
| Dailey & Wells Communications (DWC)                                                                                                                                                                                                                                                                                                                                                                                    | Vendor                                                                                    | \$473,944.79                                                                         |
| Law Office of Matthew J. Plache                                                                                                                                                                                                                                                                                                                                                                                        | Vendor                                                                                    | \$54,365.00                                                                          |
| <b>Total Estimated Costs</b>                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                           | <b>\$556,540.79</b>                                                                  |

**Certification**

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs identified on the Schedule C-1 are comparable to costs previously charged by each such vendor to Incumbent.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_

# RESOLUTION

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Resolution Authorizing City Manager to Proceed with the Implementation of a Program Under the Edinburg Housing Finance Corporation in Accordance with the Provisions of Chapter 394 of the Texas Local Government Code. [Richard M. Hinojosa, City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

In 2014, the City Council approved authorizing the creation of the Edinburg Housing Finance Corporation “EHFC,” a nonprofit housing finance corporation, to provide a means of financing the cost of residential ownership and development that would provide decent, safe and sanitary housing for residents of the City at prices they could afford. In addition, City Council authorized the creation of a non-profit corporation to act on the EHFC’s behalf for the purpose of constructing, owning and operating a multifamily housing project when such a project was presented to the City.

On April 5, 2016 City Council authorized City staff to proceed with a proposed Support Agreement with D&M Ventures, LLC to build a 288 unit multi-family apartment rental community with a total project cost of \$34,600,000.00 to be located in the La Sienna Master Planned Community.

To proceed with said development, additional approvals from the EFHC are required to complete the process.

**RECOMMENDATION:**

Approve Resolution Authorizing City Manager to Proceed with the Implementation of a Program Under the Edinburg Housing Finance Corporation in Accordance with the Provisions of Chapter 394 of the Texas Local Government Code.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

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

Â /s/Sonia Marroquin  
Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**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 CITY MANAGER TO PROCEED WITH THE IMPLEMENTAION OF A PROGRAM UNDER THE EDINBURG HOUSING FINANCE CORPORATION IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 394 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE PURPOSE OF PROVIDING A MEANS TO FINANCE THE COST OF RESIDENTIAL OWNERSHIP AND DEVELOPMENT THAT WILL PROVIDE DECENT, SAFE, AND SANITARY HOUSING AT AFFORDABLE PRICES FOR RESIDENTS OF LOCAL GOVERNMENTS.**

**WHEREAS**, the CITY OF EDINBURG, TEXAS (the "*City*") is a duly created political subdivision of the State of Texas operating as a home-rule municipality pursuant to the laws of the State of Texas and its City Charter; and

**WHEREAS**, on June 3, 2014, upon the filing of a written application from three residents of the City who were citizens of the State of Texas and at least 18 years of age, the City Council approved Resolution No. 2140 authorizing the creation of the Edinburg Housing Finance Corporation (hereinafter referred to as "EHFC," a nonprofit housing finance corporation in accordance with the provisions of Chapter 394, Texas Local Government Code, as amended (the "*Act*")); and

**WHEREAS**, the purpose of the EHFC is to provide a means of financing the cost of residential ownership and development that will provide decent, safe and sanitary housing for residents of the City at prices they can afford; and

**WHEREAS**, on August 6, 2014 the EHFC, among other actions, approved the EHFC Bylaws and authorized the creation of a non-profit corporation to act on the EHFC's behalf for the purpose of constructing, owning and operating a multifamily housing project; and

**WHEREAS**, on October 7, 2014, the EHFC adopted the EHFC Program Guidelines; and

**WHEREAS**, since October 7, 2014 the program has been on hold and the City Council desires to have the City Manager proceed with the implementation of the program under the EHFC in accordance with the provisions of Chapter 394 of the Texas Local Government Code; and

**WHEREAS**, it is hereby further 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 of the Texas Government Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG:**

**SECTION 1. 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 2.** City Council authorizes and directs the City Manager to proceed with the implementation of the program under the EHFC in accordance with the provisions of Chapter 394 of the Texas Local Government Code and subject to the approvals and any public hearings of all entities as required by Chapter 394 and any other applicable laws of the State of Texas.

**SECTION 3. SEVERABILITY.** If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall become immediately upon its passage.

**CONSIDERED, READ, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS AT A REGULAR MEETING HELD IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 551 OF THE TEXAS GOVERNMENT CODE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

**CITY OF EDINBURG**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

(CITY SEAL)

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

\_\_\_\_\_  
City Attorney

# WAIVERS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Auditorium for a Department of Labor (DOL) Law Seminar, to be Held on Wednesday, October 26, 2016, as Requested by the Edinburg Chamber of Commerce. [Richard M. Hinojosa, City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The Edinburg Chamber of Commerce is teaming up with the Department of Labor and a legal team to conduct a free 90 minute seminar for Chamber of Commerce members as well as the entire community regarding the new Department of Labor rules which become effective December 1, 2016.

The Edinburg Chamber of Commerce is expecting 50 plus individuals to attend. The date of the seminar will be Wednesday, October 26, 2016 at 9:00 a.m.

If waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and the Edinburg Chamber of Commerce & Department of Labor will abide by all terms not specifically waived.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Waive Fees for the Use of the Edinburg Auditorium for a Department of Labor Law Seminar to be held on Wednesday, October 26, 2016, as Requested by the Edinburg Chamber of Commerce.

**REVIEWED BY:**

**PREPARED BY:**

Dora M. Gonzalez

Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

Â /s/Sonia Marroquin

Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**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

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for a Winter Coat Drive Chalupa Bingo Fundraiser to be held on Sunday, November 6, 2016, as Requested by The Rainbow Room. [Richard M. Hinojosa, City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The Hidalgo County-Edinburg Rainbow Room will be hosting a Winter Coat Drive Chalupa Bingo Fundraiser at the Edinburg Activity Center for abused and neglected children in our community. The Rainbow Room is requesting for the City to waive the rental fees for the Edinburg Activity Center in order to provide more monies to enable them to purchase more winter jackets and accessories for children. These are children removed from their home environments for neglect and abuse and are placed in emergency foster care. The fundraiser will be held on Sunday, November 6, 2016.

If waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and The Rainbow Room will abide by all terms not specifically waived.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Waive Fees for the use of the Edinburg Activity Center for a Winter Coat Drive Chalupa Bingo Fundraiser to be held on Sunday, November 6, 2016, as Requested by The Rainbow Room.

**REVIEWED BY:**

**PREPARED BY:**

Dora M. Gonzalez

Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

Â /s/Sonia Marroquin

Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**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



**October 5, 2016**

**Honorable Mayor Richard Garcia  
& Edinburg City Council**

The Hidalgo County-Edinburg Rainbow Room will be hosting a Chalupa Bingo fundraiser (**winter coat drive**) at the Edinburg Activity Center on November 6, 2016 for our abused and neglected children in our community. We would like to request from Mayor Garcia and City Council to please waive the rental fees. By doing so this would provide more monies to enable us to purchase more winter jackets and accessories for our children. These are children removed from their home environments for neglect and abuse and are placed in emergency foster care.

Thank you in advance for all your consideration to this project. Its people like you that help make a big difference in the lives of the children in our community!

Respectfully submitted

*Isaura L. Cisneros*

Isaura Leal-Cisneros  
Rainbow Room Chairman  
*381-0967*

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the 'Welcome Back Winter Texan Event & Expo' to be Held on Thursday, November 17, 2016, as Requested by the Edinburg Chamber of Commerce. [Richard M. Hinojosa, City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The Edinburg Chamber of Commerce was created in 1932 to lead the effort in advancing commerce and the quality of life in Edinburg and the region. The Edinburg Chamber of Commerce is a network of leaders serving Edinburg and the region as an advocate and resource.

The Edinburg Chamber of Commerce organizes a variety of successful events throughout the year, one of which is the 'Welcome Back Winter Texan Event & Expo' that provides a venue to promote the City and local businesses to the Winter Texan community, who have a huge economic impact in our community. The Edinburg Chamber of Commerce is requesting the waiver of rental fees for the Edinburg Activity Center to host their annual 'Welcome Back Winter Texan Event & Expo'. This event is scheduled for Thursday, November 17, 2016 from 8:30 a.m. to 6:00 p.m.

If waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and Edinburg Chamber of Commerce will abide by all terms not specifically waived.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Waive Fees for the use of the Edinburg Activity Center for the 'Welcome Back Winter Texan Event & Expo' which will be held on Thursday, November 17, 2016, as Requested by the Edinburg Chamber of Commerce

**REVIEWED BY:**

**PREPARED BY:**

Dora M. Gonzalez

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

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/Sonia Marroquin  
Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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Richard Molina  
Mayor Pro-Tem

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J. R.  
Betancourt  
Councilmember

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Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

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David Torres  
Councilmember

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg City Auditorium for the 'Miss Edinburg 2017 Scholarship' Pageant to be held on Saturday, November 26, 2016, as Requested by Minerva Olivarez & Elite Productions. [Richard M. Hinojosa, City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The Miss Edinburg Scholarship Pageant has been a one-of-a-kind production. This system's mission is to create a pageant which doesn't just focus on beauty, wardrobe, or presentation. It is instead to consider young women's individuality, intelligence, life goals, and dedication to serving her community. These factors are the ones that are considered when Edinburg's finest young women compete for the title of Miss Edinburg. As mentioned by contestants and winners alike, this pageant has been a source of individual growth and self-reflection, an opportunity that brought contestants together to form everlasting friendships, network with new influential people, and develop a sense of confidence they never before thought they could achieve through a pageant.

Elite Productions is requesting the waiver of rental fees for the Edinburg Auditorium to host their "Miss Edinburg 2017 Scholarship" Pageant to be held on Saturday, November 26, 2016. If waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and Elite Productions will abide by all terms not specifically waived.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Waive Fees for the Use of the Edinburg City Auditorium for the "Miss Edinburg 2017 Scholarship" Pageant to be held on Saturday, November 26, 2016, as requested by Minerva Olivarez & Elite Productions.

**REVIEWED BY:**

**PREPARED BY:**  
Dora M. Gonzalez

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo  
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Ascencion Alonzo  
Director of Finance

Â /s/Sonia Marroquin  
\_\_\_\_\_  
Sonia Marroquin  
Assistant City Manager

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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Richard Molina  
Mayor Pro-Tem

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J. R.  
Betancourt  
Councilmember

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Richard H. Garcia  
Mayor

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Homer Jasso, Jr.  
Councilmember

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David Torres  
Councilmember

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the Edinburg Beef Club BBQ's on Friday, January 27, 2017 and Friday, April 21, 2017. [Sonia Marroquin, Assistant City Manager]

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**STAFF COMMENTS AND RECOMMENDATION:**

The Edinburg Beef Club was established in 1949. The purpose of the Edinburg Beef Club is to assist any student who resides in and attends school in the City of Edinburg and is a member in good standings of an Edinburg based FFA or 4-H club. The assistance shall consist mostly of financial aid in the support of their animal project at the Edinburg Show.

The Edinburg Beef Club is requesting the waiver of rental fees for the Edinburg Activity Center for their Beef Club BBQ's. The events are scheduled for Friday, January 27, 2017 and Friday, April 21, 2017. The rental fee for non-profit resident organizations is \$350 per day.

If waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and The Edinburg Beef Club will abide by all terms not specifically waived.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the Edinburg Beef Club BBQ's on Friday, January 27, 2017 and Friday, April 21, 2017.

**REVIEWED BY:**

**PREPARED BY:**

Cindy Gutierrez,  
Administrative Assistant

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

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/Sonia Marroquin  
Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

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Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



Edinburg Beef Club

P.O. Box 2001

Edinburg, Texas

To whom it may concern:

The Edinburg Beef Club is requesting for the City of Edinburg to waive the fees for the Edinburg Activity Center, 123 E Palm Dr. Edinburg Texas 78541. The Edinburg Beef Club would like the following dates: January 27, 2017 & April 21, 2017. In an effort to have a successful event for the exhibitors and the clubs, we are seeking a sponsorship for the event.

Please help us support our YOUTH and EDUCATION today to ensure a successful tomorrow. If you wish to contribute, please contact the member who met with you. A letter of acknowledgement for your contribution will help make a difference in shaping the future of our youth. Please join us in making this a successful event for our youth, for they will be the ultimate benefactors of the event.

Thank you in advance,

Sincerely,

Frankie Joe Salinas

Edinburg Beef Club President

(956)219-3916

# APPOINTMENTS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

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

1. All- American City10K Advisory Board, One Member
2. Edinburg Housing Authority Board, Two Members (Mayor Appointed)
3. Planning and Zoning Commission, One Member

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

1. All-American 10K Advisory Board

Present Member(s): Charlie Trevino

Applicant(s): Benjamin Warsham

Function: Defines goals and objectives for the All American City 10K Run/Walk; develop specific goals for the event; assist in locating potential sponsors for the event; promote event to the public; assist staff in conducting event prior and on the day of the event.

2. Edinburg Housing Authority Board

Present Member(s): Armando Barrera

Eduardo Gonzalez

Applicant(s): Armando Barrera

Eduardo Gonzalez

Function: Edinburg Housing Authority is to implement policies and approve budget. (**Note:** By law the Mayor appoints all members to the Housing Authority. Motion not needed.)

3. Planning and Zoning Commission, One Member

Present Member(s): Gilbert Enriquez

Applicant(s): Gilbert Enriquez, Benjamin Warsham, Luis Alamia

Function: Hears application for rezoning comprehensive plan amendments, special use permits, subdivision plans, and amendments to the Unified Development Code, and the City's Comprehensive Land Use Plan.

**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:**

Â Timoteo Sena,  
Administrative Specialist

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Myra L. Ayala  
Garza  
\_\_\_\_\_  
Myra L. Ayala Garza  
City Secretary

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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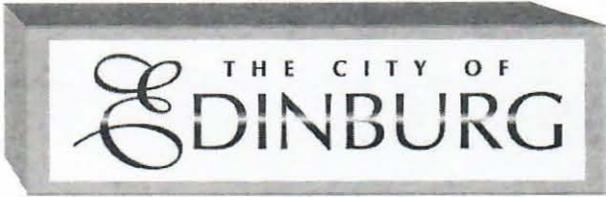
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Richard Molina  
Mayor Pro-Tem

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J. R.  
Betancourt  
Councilmember

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Richard H. Garcia  
Mayor

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Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



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

NAME: Benjamin Worsham DATE: 9/9/16

PHYSICAL ADDRESS: 2412 Garza St. EDINBURG, TEXAS

CONTACT NO.'S: (956) 207-4040 E-MAIL: Ben.worsham@hotmail.com

LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 20+ years

\*OCCUPATION/COMPANY NAME: Engineer / City of McAllen WK Engineering

\*BOARD/COMMITTEE PREFERENCE: 10K / Any Available

\*BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: Hidalgo County Commute Rail Board member (non-active Board)

\*EXPERIENCE/HISTORY CONT.'D: Bicycle/Pedestri

\*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.

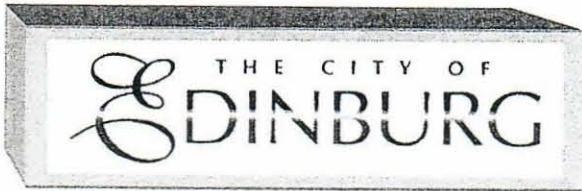
Address: 415 W. University, Edinburg Tx 78541 P.O. Box 1079, Edinburg, Tx 78540 Telephone: 956-388-1851 Facsimile: 956-381-0468 Email: citysec@cityofedinburg.com

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.

Table with 3 columns for 'For Office Use Only' containing fields for Appointed To, Appointment Date, and 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: EDUARDO GONZALEZ DATE: 9/27/16

PHYSICAL ADDRESS: 902 W. EBONY DR. EDINBURG, TEXAS 78539

CONTACT NO.'S: (956) 207-7451 E-MAIL: N/A

LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 35 yrs.

\*OCCUPATION/COMPANY NAME: Retired

\*BOARD/COMMITTEE PREFERENCE: Housing Authority

\*BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: Edinburg Housing Authority South Texas ISD

\*EXPERIENCE/HISTORY CONT.'D: SCHOOL Board - 35 yrs.

\*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.

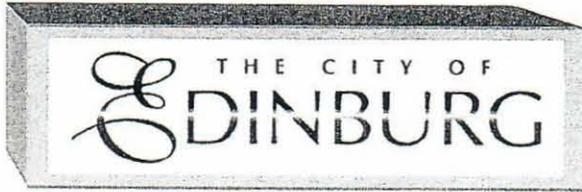
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PUBLIC INFORMATION DISCLOSURE: Applicant information is subject to the Public Information Act.



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

NAME: Armando Barrera Jr DATE: 9/27/16

PHYSICAL ADDRESS: 1506 Bluebonnet EDINBURG, TEXAS

CONTACT NO.'S: 956-207-3480 E-MAIL: aabarrera@sbcglobal.net

LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 62 years

\*OCCUPATION/COMPANY NAME: Retired County Tax Assessor/Collector

\*BOARD/COMMITTEE PREFERENCE: Edinburg Housing Authority

\*BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: 6 yrs with Housing Authority, Past

\*EXPERIENCE/HISTORY CONT.'D: Chairman, present Vice Chairmen, CPBG over 20 yrs current Chairman.

\*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.

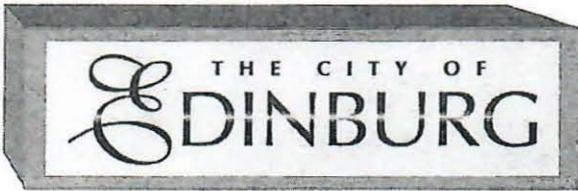
Telephone: 956-388-1851 Facsimile: 956-381-0468 Email: citysec@cityofedinburg.com

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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: GILBERT ENRIQUETA DATE: 9/9/16

PHYSICAL ADDRESS: 3015 SUNSET DR. EDINBURG, TEXAS \_\_\_\_\_

CONTACT NO.'S: 956. 793. 0178 E-MAIL: genriquez@ecogroup.us

LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 20 YRS

\*OCCUPATION/COMPANY NAME: E-COW GROUP, LLC

\*BOARD/COMMITTEE PREFERENCE: PLANNING & ZONING REAPPOINTMENT

\*BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: P92 FOR 3 YRS

\*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](mailto:citysec@cityofedinburg.com)

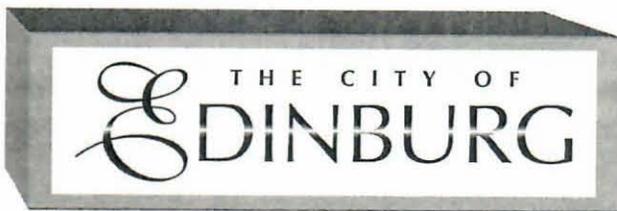
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| <i>For Office Use Only</i> | <i>For Office Use Only</i> | <i>For Office Use Only</i> |
|----------------------------|----------------------------|----------------------------|
| Appointed To: _____        | Appointed To: _____        | Appointed 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: Luis G. Alarcia DATE: 11/2/15

PHYSICAL ADDRESS: 4907 Crown Point St. EDINBURG, TEXAS 78541

CONTACT NO.'S: 214-600-9177 E-MAIL: Louie a - 20@yahoo.com

LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 28 years.

\*OCCUPATION/COMPANY NAME: Physical Therapist, Orthopedic Surgery Center

\*BOARD/COMMITTEE PREFERENCE: Planning and Zoning board of adjustments

\*BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: Boys & Girls club of Edinburg, Edinburg Rotary,

\*EXPERIENCE/HISTORY CONT.'D: Leadership Edinburg, Knights of Columbus, South Texas Juvenile Diabetes Assoc

\*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.

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

# BUDGET

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:

1. General Fund: FROM Supplies TO Contractuals, in the Amount of \$6,000. [Leo Gonzales, Director of Information Technology]
2. General Fund: FROM Professional Services TO Office Equipment & Furniture; and Office Supplies, in the Amount of \$800. [Myra L. Ayala Garza, City Secretary]
3. General Fund: FROM Professional Services TO Communications; and Rents & Contracts, in the Amount of \$7,100. [Myra L. Ayala Garza, City Secretary]
4. General Fund: FROM Rents & Contractuals TO Other, in the Amount of \$11,000. [David White, Chief of Police]
5. General Fund: FROM Food; Motor Vehicles Fuel, Oil, Etc.; Janitorial; Office Equipment & Furniture; Training School; Equipment; Machines & Equipment; Building & Structures; Communications; Printing; Professional Services; Rents & Contractuals; and Other TO Overtime; Insurance; Seniority; Certification; and Taxes, in the Amount of \$145,000. [Shawn M. Snider, Fire Chief]
6. General Fund: FROM Motor Vehicles; Building; and Equipment TO Group Insurance; and Taxes, in the Amount of \$9,900. [Joe Filoteo, Director of Parks & Recreation]
7. General Fund: FROM Communications; Utilities; Membership Dues, Subscr; Printing; Professional Services; Rents & Contractuals; Chemicals-Medical & Lab; and Promotional Supplies TO Part-Time Wages, in the Amount of \$75,000. [Joe Filoteo, Director of Parks & Recreation]
8. General Fund: FROM Travel Training, Meetings TO Office Supplies; Wearing Apparel; and Office Equipment & Furniture, in the Amount of \$3,000. [Ascencion Alonzo, Director of Finance]
9. General Fund: FROM Streets and Alleys TO Longevity; Salaries; Group Insurance; Disability Insurance; Communications; Taxes; and Retirement, in the Amount of \$45,100. [Ascencion Alonzo, Director of Finance]
10. General Fund: FROM Land TO Transfer Out Construction Fund, in the Amount of \$36,000. [Ponciano Longoria, P.E., C.F.M., Director of Public Works]
11. Utility Fund: FROM Professional Services TO Machines & Equipment, in the Amount of \$10,000. [Arturo Martinez, Director of Utilities]
12. Solid Waste Management Fund: FROM Professional Services TO Motor Vehicles, in the Amount of \$25,000. [Ramiro Gomez, Director of Solid Waste Management]

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**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

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

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Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME** GENERAL  
**DEPARTMENT** CITY SECRETARY

**TRANSFER FROM:**

| ACCOUNT TITLE |                       | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |   |   | AMOUNT |   |   |   |          |          |
|---------------|-----------------------|----------------|---|---|---|---|---|---|---|---|---|---|--------|---|---|---|----------|----------|
| 1             | PROFESSIONAL SERVICES | 0              | 1 | - | 5 | 0 | 5 | 5 | - | 0 | 4 | 8 | 0      | 0 | - | 0 | 0        | \$800.00 |
| 2             |                       |                |   | - |   |   |   |   | - |   |   |   |        |   |   |   |          |          |
| 3             |                       |                |   | - |   |   |   |   | - |   |   |   |        |   |   |   |          |          |
| 4             |                       |                |   | - |   |   |   |   | - |   |   |   |        |   |   |   |          |          |
| 5             |                       |                |   | - |   |   |   |   | - |   |   |   |        |   |   |   |          |          |
| 6             |                       |                |   | - |   |   |   |   | - |   |   |   |        |   |   |   |          |          |
| 7             |                       |                |   | - |   |   |   |   | - |   |   |   |        |   |   |   |          |          |
| Total         |                       |                |   |   |   |   |   |   |   |   |   |   |        |   |   |   | \$800.00 |          |

**TRANSFER TO:**

| ACCOUNT TITLE |                          | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |   |   | AMOUNT |   |   |   |          |          |
|---------------|--------------------------|----------------|---|---|---|---|---|---|---|---|---|---|--------|---|---|---|----------|----------|
| 1             | OFFICE EQUIP & FURNITURE | 0              | 1 | - | 5 | 0 | 5 | 2 | - | 0 | 4 | 4 | 0      | 0 | - | 0 | 0        | \$250.00 |
| 2             | OFFICE SUPPLIES          | 0              | 1 | - | 5 | 0 | 5 | 2 | - | 0 | 4 | 3 | 0      | 0 | - | 0 | 0        | \$550.00 |
| 3             |                          |                |   | - |   |   |   |   | - |   |   |   |        |   |   |   |          |          |
| 4             |                          |                |   | - |   |   |   |   | - |   |   |   |        |   |   |   |          |          |
| 5             |                          |                |   | - |   |   |   |   | - |   |   |   |        |   |   |   |          |          |
| 6             |                          |                |   | - |   |   |   |   | - |   |   |   |        |   |   |   |          |          |
| 7             |                          |                |   | - |   |   |   |   | - |   |   |   |        |   |   |   |          |          |
| Total         |                          |                |   |   |   |   |   |   |   |   |   |   |        |   |   |   | \$800.00 |          |

**EXPLANATION:** Transfer of Funds to cover expenses for OFFICE EQUIPMENT/FURNITURE & OFFICE SUPPLIES

\*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

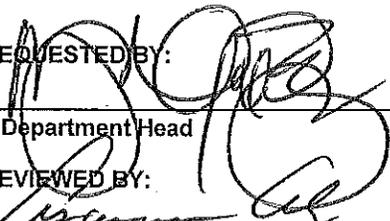
No

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

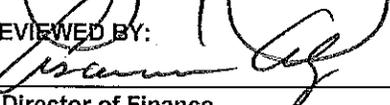
1.   
Department Head

9/30/16

3. \_\_\_\_\_  
City Manager

REVIEWED BY:

DATE ENTERED: \_\_\_\_\_

2.   
Director of Finance

9/30/16

(White Copy- Finance Department/Pink Copy- Department's Copy)

**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME** GENERAL  
**DEPARTMENT** CITY SECRETARY & CITY HALL

**TRANSFER FROM:**

| ACCOUNT TITLE |                       | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |   | AMOUNT |   |   |            |   |   |            |
|---------------|-----------------------|----------------|---|---|---|---|---|---|---|---|---|--------|---|---|------------|---|---|------------|
| 1             | PROFESSIONAL SERVICES | 0              | 1 | - | 5 | 0 | 5 | 5 | - | 0 | 4 | 8      | 0 | 0 | -          | 0 | 0 | \$7,100.00 |
| 2             |                       |                |   |   |   |   |   |   |   |   |   |        |   |   |            |   |   |            |
| 3             |                       |                |   |   |   |   |   |   |   |   |   |        |   |   |            |   |   |            |
| 4             |                       |                |   |   |   |   |   |   |   |   |   |        |   |   |            |   |   |            |
| 5             |                       |                |   |   |   |   |   |   |   |   |   |        |   |   |            |   |   |            |
| 6             |                       |                |   |   |   |   |   |   |   |   |   |        |   |   |            |   |   |            |
| 7             |                       |                |   |   |   |   |   |   |   |   |   |        |   |   |            |   |   |            |
| Total         |                       |                |   |   |   |   |   |   |   |   |   |        |   |   | \$7,100.00 |   |   |            |

**TRANSFER TO:**

| ACCOUNT TITLE |                   | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |   | AMOUNT |   |   |            |   |   |            |
|---------------|-------------------|----------------|---|---|---|---|---|---|---|---|---|--------|---|---|------------|---|---|------------|
| 1             | COMMUNICATIONS    | 0              | 1 | - | 5 | 4 | 5 | 5 | - | 0 | 4 | 7      | 5 | 0 | -          | 0 | 0 | \$5,075.00 |
| 2             | RENTS & CONTRACTS | 0              | 1 | - | 5 | 4 | 5 | 5 | - | 0 | 4 | 8      | 1 | 0 | -          | 0 | 0 | \$2,025.00 |
| 3             |                   |                |   |   |   |   |   |   |   |   |   |        |   |   |            |   |   |            |
| 4             |                   |                |   |   |   |   |   |   |   |   |   |        |   |   |            |   |   |            |
| 5             |                   |                |   |   |   |   |   |   |   |   |   |        |   |   |            |   |   |            |
| 6             |                   |                |   |   |   |   |   |   |   |   |   |        |   |   |            |   |   |            |
| 7             |                   |                |   |   |   |   |   |   |   |   |   |        |   |   |            |   |   |            |
| Total         |                   |                |   |   |   |   |   |   |   |   |   |        |   |   | \$7,100.00 |   |   |            |

**EXPLANATION:** TO COVER FISCAL YEAR-END OVERAGES FOR CITY HALL COMMUNICATIONS-POSTAGE;  
AND RENTS & CONTRACTUALS-COPIERS, SECURITY SERVICES AND RECORDS STORAGE.

\*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:

10/11/16

APPROVED BY:

3. \_\_\_\_\_  
City Manager

REVIEWED BY:

10/13/16

DATE ENTERED:

\_\_\_\_/\_\_\_\_/\_\_\_\_

1. \_\_\_\_\_  
Department Head

Director of Finance

(White Copy- Finance Department/Pink Copy- Department's Copy)



**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME** General  
**DEPARTMENT** Fire Department

**TRANSFER FROM:**

| ACCOUNT TITLE                | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |   |   |                | AMOUNT |   |   |   |        |
|------------------------------|----------------|---|---|---|---|---|---|---|---|---|---|----------------|--------|---|---|---|--------|
| Food                         | 0              | 1 | - | 5 | 1 | 2 | 2 | - | 0 | 4 | 3 | 5              | 0      | - | 0 | 0 | 2,000  |
| Motor Vehicle - Fuel         | 0              | 1 | - | 5 | 1 | 2 | 2 | - | 0 | 4 | 3 | 6              | 0      | - | 0 | 0 | 5,000  |
| Janitorial                   | 0              | 1 | - | 5 | 1 | 2 | 2 | - | 0 | 4 | 3 | 7              | 0      | - | 0 | 0 | 1,000  |
| Office Equipment & Furniture | 0              | 1 | - | 5 | 1 | 2 | 2 | - | 0 | 4 | 4 | 0              | 0      | - | 0 | 0 | 25,000 |
| Training School              | 0              | 1 | - | 5 | 1 | 2 | 3 | - | 0 | 4 | 4 | 4              | 0      | - | 0 | 0 | 3,000  |
| Equipment                    | 0              | 1 | - | 5 | 1 | 2 | 3 | - | 0 | 4 | 5 | 3              | 0      | - | 0 | 0 | 70,000 |
| Office Equipment & Furniture | 0              | 1 | - | 5 | 1 | 2 | 4 | - | 0 | 4 | 5 | 5              | 0      | - | 0 | 0 | 1,000  |
| Machines & Equipment         | 0              | 1 | - | 5 | 1 | 2 | 4 | - | 0 | 4 | 5 | 6              | 0      | - | 0 | 0 | 2,000  |
| Buildings & Structures       | 0              | 1 | - | 5 | 1 | 2 | 4 | - | 0 | 4 | 6 | 4              | 0      | - | 0 | 0 | 5,000  |
| Communications               | 0              | 1 | - | 5 | 1 | 2 | 4 | - | 0 | 4 | 6 | 6              | 0      | - | 0 | 0 | 3,000  |
| Communications               | 0              | 1 | - | 5 | 1 | 2 | 5 | - | 0 | 4 | 7 | 5              | 0      | - | 0 | 0 | 10,000 |
| Printing                     | 0              | 1 | - | 5 | 1 | 2 | 5 | - | 0 | 4 | 7 | 9              | 0      | - | 0 | 0 | 2,000  |
| Professional Services        | 0              | 1 | - | 5 | 1 | 2 | 5 | - | 0 | 4 | 8 | 0              | 0      | - | 0 | 0 | 10,000 |
| Rents & Contractuals         | 0              | 1 | - | 5 | 1 | 2 | 5 | - | 0 | 4 | 8 | 1              | 0      | - | 0 | 0 | 3,000  |
| Other                        | 0              | 1 | - | 5 | 1 | 2 | 5 | - | 0 | 4 | 8 | 3              | 0      | - | 0 | 0 | 3,000  |
| <b>Total</b>                 |                |   |   |   |   |   |   |   |   |   |   | <b>145,000</b> |        |   |   |   |        |

**TRANSFER TO:**

| ACCOUNT TITLE | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |   |   |                | AMOUNT |   |   |   |        |
|---------------|----------------|---|---|---|---|---|---|---|---|---|---|----------------|--------|---|---|---|--------|
| Overtime      | 0              | 1 | - | 5 | 1 | 2 | 1 | - | 0 | 4 | 0 | 3              | 0      | - | 0 | 0 | 75,000 |
| Insurance     | 0              | 1 | - | 5 | 1 | 2 | 1 | - | 0 | 4 | 0 | 4              | 0      | - | 0 | 0 | 30,000 |
| Seniority     | 0              | 1 | - | 5 | 1 | 2 | 1 | - | 0 | 4 | 0 | 5              | 0      | - | 0 | 0 | 10,000 |
| Certification | 0              | 1 | - | 5 | 1 | 2 | 1 | - | 0 | 4 | 0 | 6              | 0      | - | 0 | 0 | 15,000 |
| Taxes         | 0              | 1 | - | 5 | 1 | 2 | 1 | - | 0 | 4 | 1 | 0              | 0      | - | 0 | 0 | 15,000 |
|               |                |   | - |   |   |   |   | - |   |   |   |                |        | - |   |   |        |
|               |                |   | - |   |   |   |   | - |   |   |   |                |        | - |   |   |        |
|               |                |   | - |   |   |   |   | - |   |   |   |                |        | - |   |   |        |
|               |                |   | - |   |   |   |   | - |   |   |   |                |        | - |   |   |        |
| <b>Total</b>  |                |   |   |   |   |   |   |   |   |   |   | <b>145,000</b> |        |   |   |   |        |

**EXPLANATION:** To cover unforeseen expenses and balance out budget.

\*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

REQUESTED BY:

DATE:

APPROVED BY:

1.       
Department Head

9/27/16

3.       
City Manager

REVIEWED BY:

DATE ENTERED:

      
Director of Finance

9/28/2016

**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME** GENERAL  
**DEPARTMENT** RECREATION

**TRANSFER FROM:**

| ACCOUNT TITLE |                | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |   |   |   | AMOUNT |   |       |   |       |
|---------------|----------------|----------------|---|---|---|---|---|---|---|---|---|---|---|--------|---|-------|---|-------|
|               |                |                |   |   |   |   | * |   |   |   |   |   |   |        |   |       |   |       |
|               | MOTOR VEHICLES | 0              | 1 | - | 5 | 3 | 3 | 4 | - | 0 | 4 | 5 | 7 | 0      | - | 0     | 0 | 5,700 |
|               | BUILDING       | 0              | 1 | - | 5 | 3 | 3 | 3 | - | 0 | 4 | 4 | 5 | 0      | - | 0     | 0 | 1,500 |
|               | MOTOR VEHICLES | 0              | 1 | - | 5 | 3 | 3 | 3 | - | 0 | 4 | 4 | 9 | 0      | - | 0     | 0 | 2,200 |
|               | EQUIPMENT      | 0              | 1 | - | 5 | 3 | 3 | 3 | - | 0 | 4 | 5 | 3 | 0      | - | 0     | 0 | 500   |
| Total         |                |                |   |   |   |   |   |   |   |   |   |   |   |        |   | 9,900 |   |       |

**TRANSFER TO:**

| ACCOUNT TITLE |                 | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |   |   |   | AMOUNT |   |       |   |       |
|---------------|-----------------|----------------|---|---|---|---|---|---|---|---|---|---|---|--------|---|-------|---|-------|
|               |                 |                |   |   |   |   | * |   |   |   |   |   |   |        |   |       |   |       |
|               | GROUP INSURANCE | 0              | 1 | - | 5 | 3 | 3 | 1 | - | 0 | 4 | 0 | 4 | 0      | - | 0     | 0 | 5,700 |
|               | TAXES           | 0              | 1 | - | 5 | 3 | 3 | 1 | - | 0 | 4 | 1 | 0 | 0      | - | 0     | 0 | 1,500 |
|               | TAXES           | 0              | 1 | - | 5 | 3 | 3 | 1 | - | 0 | 4 | 1 | 0 | 0      | - | 0     | 0 | 2,200 |
|               | TAXES           | 0              | 1 | - | 5 | 3 | 3 | 1 | - | 0 | 4 | 1 | 0 | 0      | - | 0     | 0 | 500   |
| Total         |                 |                |   |   |   |   |   |   |   |   |   |   |   |        |   | 9,900 |   |       |

Transfers needed to cover expenditures - END OF THE FISCAL YEAR 2015/2016.

\*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]  
 Department Head

DATE: 9/26/16

3. [Signature] 9/27/16  
 City Manager

2. [Signature]  
 Director of Finance

DATE ENTERED:    /   /   

(White Copy- Finance Department/Pink Copy- Department's Copy)

**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME** GENERAL  
**DEPARTMENT** RECREATION

**TRANSFER FROM:**

| ACCOUNT TITLE           | ACCOUNT NUMBER                  | AMOUNT |
|-------------------------|---------------------------------|--------|
| COMMUNICATIONS          | 0 1 - 5 3 3 5 - 0 4 7 5 0 - 0 0 | 8,500  |
| UTILITIES               | 0 1 - 5 3 3 5 - 0 4 7 6 0 - 0 0 | 4,500  |
| MEMBERSHIP DUES, SUBSCR | 0 1 - 5 3 3 5 - 0 4 7 8 0 - 0 0 | 9,000  |
| PRINTING                | 0 1 - 5 3 3 5 - 0 4 7 9 0 - 0 0 | 5,200  |
| PROFESSIONAL SERVICES   | 0 1 - 5 3 3 5 - 0 4 8 0 0 - 0 0 | 12,000 |
| RENTS & CONTRACTUALS    | 0 1 - 5 3 3 5 - 0 4 8 1 0 - 0 0 | 5,000  |
| CHEMICALS-MEDICAL & LAB | 0 1 - 5 3 3 2 - 0 4 3 8 0 - 0 0 | 13,800 |
| PROMOTIONAL SUPPLIES    | 0 1 - 5 3 3 2 - 0 4 4 2 2 - 0 0 | 17,000 |
| Total                   |                                 | 75,000 |

**TRANSFER TO:**

| ACCOUNT TITLE   | ACCOUNT NUMBER                  | AMOUNT |
|-----------------|---------------------------------|--------|
| PART TIME WAGES | 0 1 - 5 3 3 1 - 0 4 1 3 0 - 0 0 | 8,500  |
| PART TIME WAGES | 0 1 - 5 3 3 1 - 0 4 1 3 0 - 0 0 | 4,500  |
| PART TIME WAGES | 0 1 - 5 3 3 1 - 0 4 1 3 0 - 0 0 | 9,000  |
| PART TIME WAGES | 0 1 - 5 3 3 1 - 0 4 1 3 0 - 0 0 | 5,200  |
| PART TIME WAGES | 0 1 - 5 3 3 1 - 0 4 1 3 0 - 0 0 | 12,000 |
| PART TIME WAGES | 0 1 - 5 3 3 1 - 0 4 1 3 0 - 0 0 | 5,000  |
| PART TIME WAGES | 0 1 - 5 3 3 1 - 0 4 1 3 0 - 0 0 | 13,800 |
| PART TIME WAGES | 0 1 - 5 3 3 1 - 0 4 1 3 0 - 0 0 | 17,000 |
| Total           |                                 | 75,000 |

Transfers needed to cover expenditures - END OF THE FISCAL YEAR 2015/2016.

\*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]  
 Department Head

DATE: 9/26/16

3. [Signature] 9/27/16  
 City Manager

2. [Signature] 9/26/16  
 Director of Finance

DATE ENTERED:    /   /   

(White Copy- Finance Department/Pink Copy- Department's Copy)



**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME GENERAL**  
**DEPARTMENT VARIOUS**

**TRANSFER FROM:**

| ACCOUNT TITLE      | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |   |   |   |        | AMOUNT |   |   |        |
|--------------------|----------------|---|---|---|---|---|---|---|---|---|---|---|--------|--------|---|---|--------|
|                    |                |   |   |   |   |   | * |   |   |   |   |   |        |        |   |   |        |
| STREETS AND ALLEYS | 0              | 1 | - | 5 | 2 | 4 | 3 | - | 0 | 4 | 4 | 8 | 0      | -      | 0 | 0 | 45,100 |
|                    |                |   | - |   |   |   |   | - |   |   |   |   |        | -      |   |   |        |
|                    |                |   | - |   |   |   |   | - |   |   |   |   |        | -      |   |   |        |
|                    |                |   | - |   |   |   |   | - |   |   |   |   |        | -      |   |   |        |
|                    |                |   | - |   |   |   |   | - |   |   |   |   |        | -      |   |   |        |
| Total              |                |   |   |   |   |   |   |   |   |   |   |   | 45,100 |        |   |   |        |

**TRANSFER TO:**

| ACCOUNT TITLE        | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |   |   |   |        | AMOUNT |   |   |        |
|----------------------|----------------|---|---|---|---|---|---|---|---|---|---|---|--------|--------|---|---|--------|
|                      |                |   |   |   |   |   | * |   |   |   |   |   |        |        |   |   |        |
| LONGEVITY            | 0              | 1 | - | 5 | 0 | 2 | 1 | - | 0 | 4 | 0 | 2 | 0      | -      | 0 | 0 | 1,300  |
| SALARIES             | 0              | 1 | - | 5 | 0 | 4 | 1 | - | 0 | 4 | 0 | 1 | 0      | -      | 0 | 0 | 2,500  |
| SALARIES             | 0              | 1 | - | 5 | 0 | 7 | 1 | - | 0 | 4 | 0 | 1 | 0      | -      | 0 | 0 | 10,000 |
| GROUP INSURANCE      | 0              | 1 | - | 5 | 0 | 8 | 1 | - | 0 | 4 | 0 | 4 | 0      | -      | 0 | 0 | 2,765  |
| DISABILITY INSURANCE | 0              | 1 | - | 5 | 0 | 8 | 1 | - | 0 | 4 | 0 | 8 | 0      | -      | 0 | 0 | 60     |
| SALARIES             | 0              | 1 | - | 5 | 1 | 3 | 1 | - | 0 | 4 | 0 | 1 | 0      | -      | 0 | 0 | 4,000  |
| COMMUNICATIONS       | 0              | 1 | - | 5 | 1 | 3 | 5 | - | 0 | 4 | 7 | 5 | 0      | -      | 0 | 0 | 1,000  |
| SALARIES             | 0              | 1 | - | 5 | 3 | 2 | 1 | - | 0 | 4 | 0 | 1 | 0      | -      | 0 | 0 | 10,000 |
| GROUP INSURANCE      | 0              | 1 | - | 5 | 3 | 2 | 1 | - | 0 | 4 | 0 | 4 | 0      | -      | 0 | 0 | 1,250  |
| DISABILITY INSURANCE | 0              | 1 | - | 5 | 3 | 2 | 1 | - | 0 | 4 | 0 | 8 | 0      | -      | 0 | 0 | 25     |
| TAXES                | 0              | 1 | - | 5 | 3 | 2 | 1 | - | 0 | 4 | 1 | 0 | 0      | -      | 0 | 0 | 750    |
| RETIREMENT           | 0              | 1 | - | 5 | 3 | 2 | 1 | - | 0 | 4 | 1 | 1 | 0      | -      | 0 | 0 | 1,450  |
| SALARIES             | 0              | 1 | - | 5 | 3 | 3 | 1 | - | 0 | 4 | 0 | 1 | 0      | -      | 0 | 0 | 10,000 |
| Total                |                |   |   |   |   |   |   |   |   |   |   |   | 45,100 |        |   |   |        |

**EXPLANATION: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2015-2016. TRANSFER REQUIRED FOR ADDITIONAL PERSONNEL SERVICE COSTS FOR SEVERAL DEPARTMENTS IN THE GENERAL FUND AND FOR CDBG STAFF'S PERSONNEL SERVICES (GRANT ADMINISTRATION SERVICES) CHARGED TO THE GENERAL FUND.**

\*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

REQUESTED BY:

DATE:

APPROVED BY:

1. [Signature]  
Department Head

9/30/2016

3. \_\_\_\_\_  
City Manager

REVIEWED BY:

DATE ENTERED:

2. [Signature]  
Director of Finance

9/30/2016

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

(White Copy- Finance Department/Pink Copy- Department's Copy)



**CITY OF EDINBURG  
TRANSFER OF FUNDS REQUEST FORM  
FUND NAME - UTILITY  
DEPARTMENT - WASTEWATER PLANT**

FROM:

| ACCOUNT TITLE |                       | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |       |          | AMOUNT |   |   |   |   |          |
|---------------|-----------------------|----------------|---|---|---|---|---|---|---|---|-------|----------|--------|---|---|---|---|----------|
| 1             | Professional Services | 0              | 2 | - | 5 | 7 | 3 | 5 | - | 0 | 4     | 8        | 0      | 0 | - | 0 | 0 | \$10,000 |
| 2             |                       |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 3             |                       |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 4             |                       |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 5             |                       |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 6             |                       |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 7             |                       |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 8             |                       |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 9             |                       |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
|               |                       |                |   |   |   |   |   |   |   |   | TOTAL | \$10,000 |        |   |   |   |   |          |

TO:

| ACCOUNT TITLE |                      | ACCOUNT NUMBER |   |   |   |   |   |   |   |   |       |          | AMOUNT |   |   |   |   |          |
|---------------|----------------------|----------------|---|---|---|---|---|---|---|---|-------|----------|--------|---|---|---|---|----------|
| 1             | Machines & Equipment | 0              | 2 | - | 5 | 7 | 3 | 4 | - | 0 | 4     | 5        | 6      | 0 | - | 0 | 0 | \$10,000 |
| 2             |                      |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 3             |                      |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 4             |                      |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 5             |                      |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 6             |                      |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 7             |                      |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 8             |                      |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
| 9             |                      |                |   |   |   |   |   |   |   |   |       |          |        |   |   |   |   |          |
|               |                      |                |   |   |   |   |   |   |   |   | TOTAL | \$10,000 |        |   |   |   |   |          |

**EXPLANATION:** Transfers are being requested to cover the remainder of the FY 2015-2016 due to an emergency repair needed for a Orbal Treatment Plant (WWTP) main breaker that burnt out.

\*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. [Signature]  
Department Head

9/23/16

3. [Signature]  
City Manager

9/27/16

REVIEWED BY:

2. [Signature]  
Director of Finance

9/26/2016

DATE ENTERED:    /   /



# CONSENT AGENDA

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 18, 2016**

Consider Approval of City Council Minutes for 2014 Regular and Special Meetings; and a 2007 Special Meeting. [Myra L. Ayala Garza, City Secretary]

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**STAFF COMMENTS AND RECOMMENDATION:**

The City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions notes that “yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council.”

The Mayor signs the Minutes of the City Council Meetings for historical purposes. The Minutes are attested by the City Secretary.

Staff is presenting the following minutes for City Council's consideration:

February 04, 2014, February 18, 2014, April 15, 2014, May 06, 2014, June 03, 2014, June 17, 2014, July 01, 2014, July 15, 2014, August 06, 2014, August 19, 2014, September 02, 2014, September 16, 2014, October 07, 2014, October 21, 2014, November 05, 2014, November 18, 2014, and December 02, 2014 Regular Meetings; May 02, 2007, and December 09, 2014 Special Meetings; and August 19, 2014 Special Joint Meeting.

**RECOMMENDATION:**

Approve City Council Minutes for 2014 Regular and Special Meetings; and a 2007 Special Meeting.

**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**

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember