



EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78539

REGULAR MEETING AGENDA
MAY 21, 2025
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

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

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. MAYOR'S REPORT

- A. Financial Management Internship Program

5. CITY MANAGER'S REPORT

- A. City of Edinburg Events
 - Memorial Day Commemorative Ceremony
 - Summer Concert Series
 - Edinburg Community Garage Sale

6. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing Captain Carlos Martinez†, United States Marine Corps for His Service and Dedication. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing May 18-24, 2025 as Public Works Week. [Vincent Romero, Director of Public Works]

7. 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. Please note that this public comment period is not interactive. The City Council may not respond to public comments.

If a resident desires to make a public comment in person, 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.

8. ORDINANCES

- A.** Consider Ordinance Providing for a Temporary Special Use Permit for "La Capilla 10th Anniversary of Father Rene Gaytan" to be held on Saturday, June 7, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street, as Requested by Father Rene Gaytan. [Jaime Acevedo, Director of Planning and Zoning]
- B.** Consider Ordinance Providing for a Temporary Special Use Permit for the "19th Annual Texas Cook'Em: High Steaks in Edinburg" to be Held on Tuesday, July 1, 2025 through Friday, July 4, 2025, at the Ebony Hills Golf Course, Being a Tract of Land Containing 66.886 Acres Situated in the City of Edinburg Out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark S. Peña Drive, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning and Zoning]

9. VARIANCE

- A.** Consider Variance Request to the City of Edinburg Unified Development Code as follows: 1.) Article 5, Subdivision Standards, Section 5.210 Utilities, 2.) Article 3, Section 3.102- 1 Single-Family Detached Lot and Building Standards, Being 3.44 Gross Acre Tract of Land, More or Less, Out of and Forming a Part of Lot 5, Section 240, Texas Mexican Railway Company Subdivision, Located at 2900 North Mon Mack Road, as Requested by Salinas Engineering. [Jaime Acevedo, Director of Planning and Zoning]

10. RESOLUTION

- A.** Consider the Resolution Suspending the June 24, 2025, Effective Date of the Proposal by Texas Gas Service Company, a Division of ONE Gas, Inc., Rio Grande Valley Service Area, to Implement Interim GRIP Rate Adjustments for Gas Utility Investment in 2024. [Josephine Ramirez Solis, City Attorney]

11. AWARDING OF BIDS

- A.** Consider Awarding Bid No. 2025-06, Annual Pool Chemicals, Supplies, and Delivery to Chemsol Services Inc. and Chemrite Inc. Based on Unit Prices as Listed. [Javier Garza, Director of Parks & Recreation]
- B.** Consider Awarding Bid No. 2025-14, Thermoplastic Pavement Marking Installation and Removal to Pavement Markings, Inc. for the Total Base Bid of \$104,082.60 for the Striping Improvements to the Edinburg Downtown Square Along State Highway 107 and US Business 83. [Tomas D. Reyna, Assistant City Manager]
- C.** Consider Awarding RFP No. 2025-005, Insurance Benefit Consultant and Authorize the City Manager to Negotiate and Enter Into an Agreement Related Thereto. [Laura L. Cerda, Assistant Director of Human Resources]
- D.** Consider Authorizing the City Manager to Enter Into a Lease Agreement for Motorola Consoles and Re-programming of Radios Through the Houston Galveston Area Council (HGAC) Contract No. 17724-HGAC (TX)-RA05-21 from Motorola Solutions, in the Amount of \$275,466.11 per year, for a

total amount of \$1,622,935. [Omar Garza, Fire Chief]

- E. Consider Authorizing the City Manager to Enter a 60-Month Master Lease Agreement for the Lease of Twelve (12) Police Pursuit Vehicles (PPV) from D&M Leasing Company Through the Texas Local Government Purchasing Cooperative (Buyboard) Contract No. 774-24, in the Amount of Approximately \$2,113.75 Per Unit. [Jaime Ayala, Chief of Police]

12. ELECTION

- A. Discuss and Consider Possible Recommendations for Early Voting and Election Day Polling Locations to Submit to Hidalgo County for the City of Edinburg November 04, 2025 Municipal General Election. [Clarice Y. Balderas, City Secretary]

13. APPOINTMENTS

- A. Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Zoning Board of Adjustment, Five Members and Four Alternates. [Clarice Y. Balderas, City Secretary]

14. CONSENT AGENDA

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.

- A. Consider Authorizing the Disposition of Approximately 43 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]
- B. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, Title III, Administration, Chapter 30, Administrative Code, Section 30.038, Sick Leave, Subsection (D). [Laura L. Cerda, Assistant Director of Human Resources]
- C. Consider Authorizing the Purchase of Two (2) 10HP Flygt pumps from CB3 Consultants, through the Local Government Purchasing Cooperative (TIPS) Contract No. 25010401, in the Amount Not to Exceed \$32,500.00. [Gerardo Carmona Jr., P.E., Director of Utilities]
- D. Consider Authorizing the Renewal of the City's Servers Warranty via Waypoint Solutions through Department of Information Resources (DIR), Contract Numbers DIR-DELL EMC AND DIR-TSO-3763, in the Amount of \$43,283.22. [Daniel Vera, Director of Information Technology]
- E. Consider Authorizing the Purchase of Ten (10) Automatic License Plate Reader Cameras from Insight Public Sector, Inc., Using FY 2024 Office of the Governor (OOG) Operation Stonegarden (OPSG) Grant #3172510 Funds, Through Omnia Contract No. 23-6692-03, in the Amount of \$38,050.00. [Jaime Ayala, Chief of Police].
- F. Consideration and Possible Action to Reject Bid No. 2025-12 for Edinburg Fire Department Station 3 Heating Ventilation and Air Conditioning to Include New Ducts and Vents, and Seeking Authority to Rebid the Project without the Contingency Line Item. [Omar Garza, Fire Chief]

15. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]

16. 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. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
- B. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
1. Landfill; 2. Jalpa Oaks; 3) Veteran's Detention Pond
- C. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)
- D. Deliberation Regarding Economic Development Matters. Project Watt. (§551.087. Economic Development Negotiations; Closed Meeting)
- E. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)

OPEN SESSION

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

17. 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 May 16, 2025 at 7:15 p.m.

By: /s/ Clarice Y. Balderas
Clarice Y. Balderas, City Secretary
City of Edinburg, Texas

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.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.A.

Proclamation Recognizing Captain Carlos Martinez†

1. Agenda Item:

Presentation of Proclamation Recognizing Captain Carlos Martinez†, United States Marine Corps for His Service and Dedication. [Clarice Y. Balderas, City Secretary]

2. Description:

Captain Carlos Martinez† enlisted in the United States Marine Corps on January 15, 1953. During his 20-year military career he served in many capacities, and did two tours in Vietnam.

In 1965, Captain Carlos Martinez† was assigned to Marble Mountain Air Facility in Vietnam's Da Nang Province, when enemy mortar fire from the North Viet Cong broke through the South Viet Cong defensive line, leaving many casualties. Marble Mountain Air Facility stands as a testament to a turbulent period in history. On January 31, 1973, Captain Martinez† retired from the military. After his retirement, Captain Martinez† worked at the International Paper Company in Edinburg for 17 years and, as a member of Holy Family Church in Edinburg, he served his community for 52 years.

The Edinburg City Council would like to recognize Captain Carlos Martinez† for his many years of service and dedication.

3. Staff's Recommendation:

Present Proclamation Recognizing Captain Carlos Martinez†, United States Marine Corps for his many years of service and dedication.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Proclamation: Captain Carlos Martinez

PROCLAMATION



CAPTAIN CARLOS MARTINEZ† UNITED STATES MARINE CORPS

WHEREAS, on November 4, 1932, Carlos Martinez† was born to Cosme and Francisca O. Martinez in Edinburg, Texas; and,

WHEREAS, on January 15, 1953, Carlos Martinez† enlisted in the United States Marine Corps, and, in June 1953, was assigned as Drill Instructor MCRD, Marine Corps Recruit Depot, San Diego California; and,

WHEREAS, on September 1953, Private First-Class Martinez† was assigned to the 29th Regiment scheduled for Korea, with Company E 2nd Battalion 5th Marines, ANTI Tank Assault, during which time he was promoted to Corporal; and,

WHEREAS, Corporal Martinez† was assigned to the 2nd Battalion 5th Major Rank as a Sergeant. Sergeant Martinez† served at many capacities during his military career, a recruiting officer in Houston, Texas; Military Police Camp Pendleton to Inspector Instructor Staff Training Reserves with the 14th Infantry Unit Battalion; and,

WHEREAS, in May 1965, Staff Sergeant Martinez† deployed aboard USS Valley Forge as part of Regimental Landing Team in Okinawa, assigned to Marine Corps Air Station Futenma, Okinawa, he was part of Operation Starlight; and,

WHEREAS, in October 29, 1965, Staff Sergeant Martinez† assigned to Marble Mountain Air Facility in Vietnam's Da Nang Province, when enemy mortar fire from the North Viet Cong broke through the South Viet Cong defensive line, leaving many casualties; Marble Mountain Air Facility stands as a testament to a turbulent period in history; and,

WHEREAS, on June 1, 1966, Second Lieutenant Martinez† returned to the states and was officially recognized as a Mustang Officer (a military member who has transitioned from an enlisted rank to a Commissioned Officer), he was assigned Personnel Officer, in the First Battalion 27th Infantry Training Regiment; and,

WHEREAS, on August 13, 1968, Captain Martinez† received orders for a second tour in Vietnam, on October 2, 1969, he returned to the states proudly wearing his Captain's Bars. He reported to the Communications Electronics School Marine Corps Base 29 Palms, California until he retired from the military on January 31, 1973; and,

WHEREAS, after serving his country, Captain Martinez† as a private citizen also supported his community for 52 years; and

WHEREAS, as a member of the First Pastoral Council for the newly built Holy Family Church was the first Eucharistic Minister in the Homebound Ministry taking communion to parishioners, and active in many events; and,

WHEREAS, Captain Carlos Martinez†, at the age of 92, his family and many in the community grieved his demise; and,

WHEREAS, by acknowledging the faithful service of this Marine, we honor and thank all our veterans and unsung heroes that have protected our Nation unceasingly.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize and bestow this Honorary Proclamation to:

CAPTAIN CARLOS MARTINEZ† UNITED STATES MARINE CORPS

for his meritorious years of U. S. Marine Corps military service and his love for his country and fellow Marines.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 21st day of May, 2025.

CITY OF EDINBURG, TEXAS

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

By: _____
Ramiro Garza, Jr., Mayor





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.B.

Public Works Week Proclamation

1. Agenda Item:

Presentation of Proclamation Recognizing May 18-24, 2025 as Public Works Week. [Vincent Romero, Director of Public Works]

2. Description:

Public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people.

It is in the best interest of the public, civic leaders, and children in the City of Edinburg to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities.

The Edinburg City Council would like to recognize the City of Edinburg Public Works Department for their hard work and dedication.

3. Staff's Recommendation:

Present Proclamation recognizing May 18-24, 2025 as Public Works Week.

Reviewed by:

Vincent Romero, Director of Public Works

Prepared by:

Lazaro Ayala, Assistant
Director of Public Works

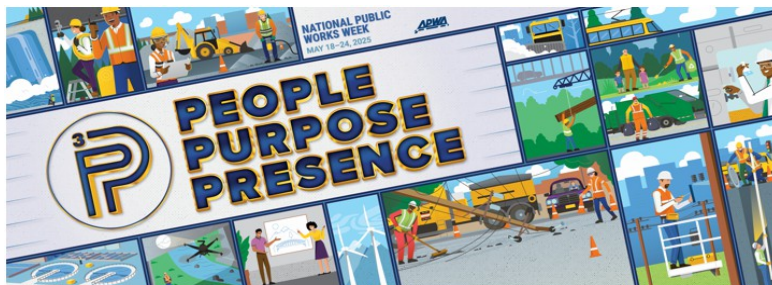
Attachments:

A. Proclamation-Public Works Week 2025 (1)

PROCLAMATION



PUBLIC WORKS WEEK MAY 18-24, 2025



WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Edinburg; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in City of Edinburg to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the City of Edinburg recognizes the contributions public works officials make every day to our health, safety, comfort, and quality of life.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TEXAS: By the power of authority vested in me by law, do hereby proclaim the week of May 18-24, 2025 as

PUBLIC WORKS WEEK

and urge everyone to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect our health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 21st day of May, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza Jr, Mayor

ATTEST:

By: _____
Clarice Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

ORDINANCES

Agenda Item No: 8.A.

Special Use Permit- "La Capilla 10th Anniversary of Father Rene Gaytan"

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for "La Capilla 10th Anniversary of Father Rene Gaytan" to be held on Saturday, June 7, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street, as Requested by Father Rene Gaytan. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

A temporary special use permit is being processed for a Special Event "La Capilla 10th Anniversary of Father Rene Gaytan" to be held on Saturday, June 7, 2025, at Capilla San Jose Catholic Church. The event will be held from 6:00 p.m. to 10:00 p.m. This request is being coordinated through the Public Works, Police Department, Solid Waste, Health, and the Code Enforcement Department.

3. Staff's Recommendation:

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit for a Special Event for the "La Capilla 10th Anniversary of Father Rene Gaytan" to be held on Saturday, June 7, 2025, at Capilla San Jose Catholic Church with the conditions that the event meets all City requirements.

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Jesus Saenz, Assistant City Manager

Approved - 5/16/2025

Final Approval -
5/16/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Hold Harmless Agreement
- C. Ordinance

MEETING DATES:
CITY COUNCIL – 05/21/2025
DATE PREPARED – 05/06/2025

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Temporary Special Use Permit for " La Capilla 10 th Anniversary of Father Rene Gaytan"
<u>APPLICANT:</u>	Father Rene Gaytan
<u>AGENT:</u>	Not Applicable
<u>LEGAL:</u>	Being Lots 1 through 12 , Block 8, Lull Townsite
<u>LOCATION:</u>	4101 North Flores Street
<u>LOT/TRACT SIZE:</u>	Not Applicable
<u>CURRENT USE OF PROPERTY:</u>	Capilla San Jose Catholic Church
<u>PROPOSED USE OF PROPERTY:</u>	Outdoor Church Fellowship
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North – Residential Primary (RP) District South – Residential Primary (RP) District East – Residential Primary (RP) District West –Residential Primary (RP) District
<u>LAND USE PLAN DESIGNATION:</u>	Auto Urban Uses
<u>ACCESS AND CIRCULATION:</u>	This property has access from North Flores Street a two (2) lane collector roadway and Villanueva Street, a two (2) lane collector roadway.
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation is on the following page(s).

TEMPORARY SPECIAL USE PERMIT

" LA CAPILLA 10TH ANNIVERSARY OF FATHER RENE GAYTAN"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and list of conditions for approval

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, June 7, 2025, from 6:00 p.m. to 10:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from North Flores Street and Villanueva Street.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department for this event.
4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Security Services:** Security services are to be provided by off-duty city police officers until the time of closing of the event.
6. **Noise:** Any activities resulting in excessive noise must be situated away from surrounding residences.
7. **Site Restoration:** The applicant must be make arrangements to restore the property to its original condition.
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 and food vending booths must be obtained through the Code Enforcement Division.

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

Special Use Permit Application: Events (Temporary Use Permit)

Date: 4-16-2025 ENERGОВ CASE #: _____

1. Type of Event: 10th Anniversary of Father Rene

2. Name of Event: Same Phone: 956 414-0710

3. Fundraising Event? ☐ YES ☒ NO Does Event Sponsor have IRS 501(c)(3) status? ☒ YES ☐ NO

If fundraiser, please state use of proceeds: _____

4. Contact Name: Mario Escobar

5. Mailing Address: 3412 Vista Bonita DR Edbg., TX

6. Email: Texas4951@GMail.com

7. Address/Location of Event: 4101 Flores St

8. Legal Description of Property: _____

9. Present Land Use _____ Zoning District: _____

10. Days & Hours of Event: June 7th, 2025 6PM to 10PM (Saturday)

Fr. Rene Gaytan
Name (Please type or print)

Fr. R. Gaytan
Signature

AMOUNT PAID \$ _____ RECEIPT NUMBER _____

Items Needed:

- ☐ Sealed Survey or Metes and Bounds (If acreage property)
- ☐ Letter of Authorization from Owner (If the applicant is not the owner of property)
- ☐ Site Plan
- ☐ Letter of Proposal
- ☒ Insurance Yes

Fee: \$200

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 P.M.: _____

NOTE: FAILURE TO APPEAR ON THE PUBLIC HEARING DATE MAY RESULT IN DENIAL OF APPLICATION.

June 7, 2025

We are hosting an event to commemorate **Father Rene's 10-Year Anniversary** as our beloved Father, and we would like to close Trevino St. from 5pm to 11 pm on June 7, 2025.

Father Rene has been a significant figure in our congregation, and this anniversary is a moment of gratitude and celebration for his years of service, dedication, and leadership. The event will include community gathering, live music, food and we are expecting around 200 participants. We believe that closing the street will ensure a safe environment for everyone and allow for a more enjoyable celebration.

Thank you, in advance for your consideration, please feel out to me for any questions at 956-414-0710.

Respectfully,

Mario R Escobar

Trevino Street Closures from Flores Street to entrance of parking lot across church



STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF EDINBURG

§
HOLD HARMLESS AGREEMENT
§

This agreement is entered into this 21st day of May, 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Father Rene Gaytan, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Father Rene Gaytan or its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnatee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted May 21, 2025, for the "La Capilla 10th Anniversary of Father Rene Gaytan" to be held on Saturday, June 7, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street, Edinburg, Hidalgo County, Texas.

This Agreement shall be governed by the laws of the State of Texas. It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument. Indemnitor and Indemnatee agree that the venue for any and all disputes related to this Agreement shall be Hidalgo County, Texas. For any controversy, claim, or dispute arising out of or relating to this Agreement, Indemnitor and Indemnatee shall first attempt to informally resolve such controversy, claim, or dispute. Thereafter, Indemnitor and Indemnatee shall submit in good faith to mediation before commencing a legal proceeding. Each party shall bear its own costs and expenses, including attorneys' fees and costs, in seeking to enforce the terms of this Agreement.

EXECUTED this the 21st day of May, 2025.

CITY OF EDINBURG

APPROVED AS TO FORM

BY: _____
Myra L. Ayala, City Manager

"La Capilla Annual Yard Sale"

Indemnitor

BY: _____
Josephine Ramirez-Solis, City Attorney

BY: _____
Father Rene Gaytan

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR "LA CAPILLA 10TH ANNIVERSARY OF FATHER RENE GAYTAN" TO BE HELD ON SATURDAY, JUNE 7, 2025, AT CAPILLA SAN JOSE CATHOLIC CHURCH, BEING LOTS 1 THROUGH 12 , BLOCK 8, LULL TOWNSITE, LOCATED AT 4101 NORTH FLORES STREET ROAD AS PROVIDED IN ARTICLE 2.205 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, Father Rene Gaytan, has applied for a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "La Capilla 10th Anniversary of Father Rene Gaytan" to be held on Saturday, June 7, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street.; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance 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, but not within three hundred (300) feet of any Residential District;

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

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 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Father Rene Gaytan for the "La Capilla 10th Anniversary of Father Rene Gaytan" to be held on Saturday, June 7, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, June 7, 2025, from 6:00 p.m. to 10:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from North Flores Street and Villanueva Street.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department for this event.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Security Services:** Security services are to be provided by off-duty city police officers until the time of closing of the event.
6. **Noise:** Any activities resulting in excessive noise must be situated away from surrounding residences.
7. **Site Restoration:** The applicant must be make arrangements to restore the property to its original condition.
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 and food vending booths must be obtained through the Code Enforcement Division.

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 on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of May, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

ORDINANCES

Agenda Item No: 8.B.

Special Use Permit - Texas Cook'Em

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for the “19th Annual Texas Cook’Em: High Steaks in Edinburg” to be Held on Tuesday, July 1, 2025 through Friday, July 4, 2025, at the Ebony Hills Golf Course, Being a Tract of Land Containing 66.886 Acres Situated in the City of Edinburg Out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark S. Peña Drive, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

A temporary special use permit is being processed for a Special Event “19th Annual Texas Cook’Em: High Steaks in Edinburg” to be held on Tuesday, July 1, 2025 through Friday, July 4, 2025, at the Ebony Hills Golf Course. This request is being coordinated through the Parks and Recreation, Police, Solid Waste, Public Works, Fire, Ebony Hills Golf Course, Health and Code Enforcement Departments.

3. Staff’s Recommendation:

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit and the Request for Waiver of Fees for a Special Event, “19th Annual Texas Cook’Em: High Steaks in Edinburg” to be held on Tuesday, July 1, 2025 through Friday, July 4, 2025, at Ebony Hills Golf Course with the conditions that the event meets all City requirements.

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Jesus Saenz, Assistant City Manager

Approved - 5/16/2025

Final Approval -
5/16/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Hold Harmless Agreement
- C. Ordinance

MEETING DATES:
CITY COUNCIL –05/21/2025
DATE PREPARED – 05/09/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Temporary special use permit and waiver of fees for the “19th Annual Texas Cook’Em: High Steaks in Edinburg”.

APPLICANT: Edinburg Chamber of Commerce

AGENT: Ronnie Larralde

LEGAL: Being a tract of land containing 66.886 acres situated in the City of Edinburg out of Lot 9, Section 274 and Lots 11 & 12, Section 271

LOCATION: 300 West Mark S. Peña Drive

LOT/TRACT SIZE: N/A

CURRENT USE OF PROPERTY: Ebony Hills Golf Course

PROPOSED USE OF PROPERTY: BBQ Cook Off/ Concert

EXISTING LAND USE/
ADJACENT ZONING: North –Residential, Suburban (RS) District
South – Residential, Primary (RP) District
East – Commercial General (CG) District
West – Residential, Primary (RP) District

LAND USE PLAN DESIGNATION: Business; General Commercial

ACCESS AND CIRCULATION: This property has access from West Mark S. Peña Drive.

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

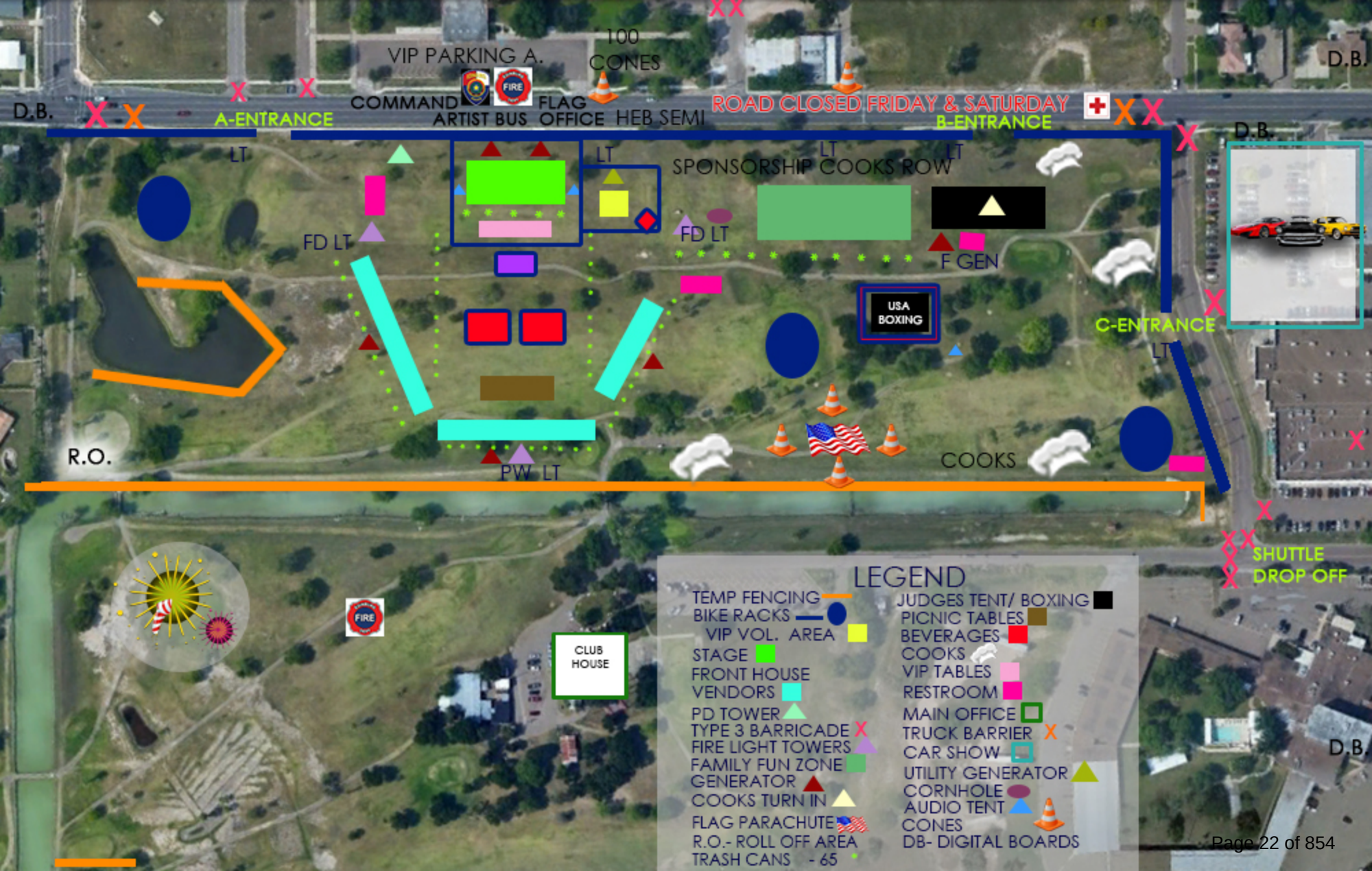
RECOMMENDATION: Staff recommends approval of the temporary special use permit for the “19th Annual Texas Cook’Em : High Steaks in Edinburg” A comprehensive evaluation is on the following page(s).

**SPECIAL USE PERMIT
“19th ANNUAL TEXAS COOK’EM:
HIGH STEAKS IN EDINBURG”**

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff’s evaluation and conditions for approval of this application for the “19th Annual Texas Cook’Em: High Steaks in Edinburg.”

1. **Duration:** The proposed days and hours requested by the applicant are on Tuesday, July 1, 2025 through Friday, July 4, 2025 from 11:00 A.M. –11:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from West Mark S. Peña Drive.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.
4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.
6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.
7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.
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 and food vending booths must be obtained through the Code Enforcement Division.





P.O. Box 85
Edinburg, TX 78540
(956) 383-4974

April 25, 2025

Mayra Ayala
City of Edinburg
P.O. Box 1079
Edinburg, Texas 78540

On behalf of the Edinburg Chamber of Commerce and the Convention & Visitors Bureau, we are pleased to produce the 19th Annual *Texas Cook'Em: High Steaks in Edinburg*. The date is set for **Friday, July 4, 2025**, and we are excited to bring this signature event back to the community with all the energy and excellence it's known for.

This event is one of Texas' premier BBQ competitions, offering a \$10,000 prize purse and drawing over 75 teams and 10,000 attendees annually. Competitors will once again grill up their best chicken, ribs, brisket, and rib-eye steak in a high-stakes showdown. The day will also feature live music, a car show, food vendors, a children's fun zone, fireworks, and our popular Freedom Jump. In addition, we are proud to continue our tradition of honoring veterans by awarding scholarships to UTRGV veteran students in partnership with H-E-B.

We respectfully request a **Special Use Permit** for this event to take place on **Friday, July 4, 2025**, at **Ebony Hills Golf Course (300 W. Palm Dr., Edinburg, TX)**. Event operations will run from **8:00 a.m. to 11:30 p.m.**

To ensure the event's success and safety, we kindly request city support in the form of staffing, equipment, and applicable fee waivers. Support is requested from the following departments:

- Police Department (officers and equipment)
- Fire Department (staff and equipment)
- Parks and Recreation (staff and equipment)
- Public Works (staff and equipment)
- Solid Waste Department (staff and equipment)
- Library and Airport resources as needed

We will continue to coordinate closely with City of Edinburg staff, including the Police and Fire Departments, in the weeks ahead to ensure a smooth and successful event.

Enclosed, please find the completed Special Use Permit Application.

Thank you for your continued support and partnership. It is always a pleasure to work alongside the City of Edinburg to bring valuable programs and memorable experiences to our community. Should you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Noe Ronnie Larralde".

Noe Ronnie Larralde
Executive Director
Edinburg Chamber of Commerce



Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

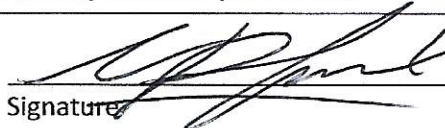


THE CITY OF
Edinburg

Special Use Permit Application: Events (Temporary Use Permit)

Date: **April 24, 2025**

ENERGOV CASE #: _____

1. Type of Event: **Community Event**
2. Name of Event: **Texas Cook'Em: High Steaks in Edinb** Phone: **(956) 383-4974**
3. Fundraising Event? ☐ YES ☒ NO Does Event Sponsor have IRS 501(c)(3) status? ☐ YES ☒ NO
If fundraiser, please state use of proceeds: **501 C-6**
4. Contact Name: **Ronnie Larralde**
5. Mailing Address: **602 W. University Dr. Edinburg Texas 78539**
6. Email: **chamber@edinburg.com**
7. Address/Location of Event: **300 W. Palm Drive Edinburg Texas 78539**
8. Legal Description of Property: **Ebony Hills Golf Course**
9. Present Land Use _____ Zoning District: _____
10. Days & Hours of Event: **7/2-7/3 (Setup) 7/4/25 (EVENT DATE) 7/5/2025 (Tear Down)**
Noe Ronnie Larralde
Name (Please type or print) Signature 
- AMOUNT PAID \$ _____ RECEIPT NUMBER _____

Items Needed:

- ☐ Sealed Survey or Metes and Bounds (If acreage property)
- ☐ Letter of Authorization from Owner (If the applicant is not the owner of property)
- ☐ Site Plan
- ☐ Letter of Proposal
- ☐ Insurance

Fee: \$200

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 P.M.: _____

NOTE: FAILURE TO APPEAR ON THE PUBLIC HEARING DATE MAY RESULT IN DENIAL OF APPLICATION.

STATE OF TEXAS

§

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO

§

CITY OF EDINBURG

This agreement is entered into this 21st day of May, 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and RONNIE LARRALDE on behalf of the Edinburg Chamber of Commerce, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Ronnie Larralde, on behalf of the Edinburg Chamber of Commerce, 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 on May 21, 2025 for the “19th Annual Texas Cook’Em: High Steaks in Edinburg” to be held on Tuesday, July 1, 2025 through Friday, July 4, 2025, at the Ebony Hills Golf Course, Being a tract of land containing 66.886 acres situated in the City of Edinburg out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Peña Drive, Edinburg, Hidalgo County, Texas. Ronnie Larralde, on behalf of the Edinburg Chamber of Commerce, 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 from or arising out of the granting of a temporary special use permit on May 21, 2025 for the “19th Annual Texas Cook’Em: High Steaks in Edinburg” to be held on Tuesday, July 1, 2025 through Friday, July 4, 2025,, at the Ebony Hills Golf Course, Being a tract of land containing 66.886 acres situated in the City of Edinburg out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Pena Drive, Edinburg, Hidalgo County, Texas.

EXECUTED this the 21st day of May, 2025.

CITY OF EDINBURG

BY: _____
Myra Ayala, City Manager

APPROVED AS TO FORM

**EDINBURG CHAMBER OF COMMERCE
Indemnitor**

By: _____
Josephine Ramirez-Solis, City Attorney

BY: _____
Ronnie Larralde, Executive Director

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT, “19TH ANNUAL TEXAS COOK’EM: HIGH STEAKS IN EDINBURG” TO BE HELD ON TUESDAY, JULY 1, 2025 THROUGH FRIDAY, JULY 4, 2025, AT THE EBONY HILLS GOLF COURSE, BEING A TRACT OF LAND CONTAINING 66.886 ACRES SITUATED IN THE CITY OF EDINBURG OUT OF LOT 9, SECTION 274 AND LOTS 11 & 12, SECTION 271, LOCATED AT 300 WEST MARK PEÑA DRIVE, AS PROVIDED IN ARTICLE 2.205 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, Ronnie Larralde, on behalf of the Edinburg Chamber of Commerce, has applied for a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the “19th Annual Texas Cook’Em: High Steaks in Edinburg” to be held on Tuesday, July 1, 2025 through Friday, July 4, 2025; 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 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Ronnie Larralde for the “19th Annual Texas Cook’Em: High Steaks in Edinburg” to be held on Tuesday, July 1, 2025 through Friday, July 4, 2025, at the Ebony Hills Golf Course, located at 300 West Mark S. Peña Drive, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are on Tuesday, July 1, 2025 through Friday, July 4, 2025 from 11:00 A.M. –11:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from West Mark S. Peña Drive.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.
4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.
6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.
7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.
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 and food vending booths must be obtained through the Code Enforcement Division.

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 21st day of May, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

.

By: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

VARIANCE

Agenda Item No: 9.A.

Subdivision Variance Request- Salinas Engineering

1. Agenda Item:

Consider Variance Request to the City of Edinburg Unified Development Code as follows: 1.) Article 5, Subdivision Standards, Section 5.210 Utilities, 2.) Article 3, Section 3.102- 1 Single-Family Detached Lot and Building Standards, Being 3.44 Gross Acre Tract of Land, More or Less, Out of and Forming a Part of Lot 5, Section 240, Texas Mexican Railway Company Subdivision, Located at 2900 North Mon Mack Road, as Requested by Salinas Engineering. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

The property is located on the East side of North Mon Mack Road approximately 330 feet north of West Rogers Road and is within the City of Edinburg city limits.

The proposed subdivision is for a single-family residential home. Proposed subdivision is about 3.44 acres. The preliminary plat approval for Rancho Valbuena is being considered by the Planning and Zoning Commission on March 27, 2025. Salinas Engineering on behalf of the developer, is requesting variances to the City's Unified Development Code (UDC) for the aforementioned subdivision.

1.) Variance Request: Section 5.210 Utilities

This requested variance is to Article 5, Section 5.210 Utilities as it applies to utilities. City of Edinburg Unified Development Code states all developments shall make provision for water, sewer, stormwater, electric, telephone, and other public and/or private utilities available to City residents. The applicant is requesting to not connect to the sanitary sewer that is located across North Mon Mack Road. Engineer of record states the lot depth is too much for flow to the sanitary sewer line. Applicant is seeking a variance to allow for the placement of a septic tank.

2.) Article 3, Section 3.102-1 Single Family Detached Lot and Building Standards

The requested variance is to Article 3, Section 3.102-1 as it applies to Single-Family Detached Lot and Building Standards. Zoning Designation for this property is Residential, Suburban (RS) District. Minimum lot frontage for this zoning designation is 90 feet. Currently this lot has a total frontage of 28 feet. Engineer of record is requesting a variance for the allowance of a 28 foot lot frontage.

On April 24, 2025, the Planning & Zoning Commission recommended with a vote of 6-1 to approve variance request number 1, and a unanimous vote of 7-0 for variance request number 2.

3. Staff's Recommendation:

Staff recommends denial of variance request number 1 and approval of variance request number 2. Staff recommends the applicant comply with the requirements of the City of Edinburg Unified Development Code.

Reviewed by:

Jaime Acevedo, Director of Planning and
Zoning

Jesus Saenz, Assistant City Manager

Approved - 5/16/2025

Final Approval -
5/16/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

A. City Council Agenda Packet Attachments

Sec. 5.210, Utilities

All developments shall make provision for water, sewer, stormwater, electric, telephone, and other public and/or private utilities available to City residents. Where on-site water and sewer are permitted by the Hidalgo County Health Department, Residential Use District Standards, on-site systems will satisfy this requirement. All drainage and utilities shall be efficiently and unobtrusively integrated into the design and shall avoid off-site impacts.

- A. **Capacity.** Where a development is part of a larger parcel of land, the City shall require the capacity of facilities to be adequate to serve the entire property to the extent that the capacity is matched to that of the lines that it extends.
- B. **Potable Water Line Loops.** Potable water lines shall be looped and shall have a secondary feed to the potable water supply.
- C. **Interceptors.** Where an interceptor is to be extended through the area being developed, the landowner shall provide the needed easements. The applicant shall pay its proportionate fair share of the cost of the construction of the interceptor, or enter into a participation agreement pursuant to Section [5.211.B, Responsibility for Payment of On-Site and Off-Site Installation Costs](#).
- D. **Common Use Easements.** Wherever possible, the City shall require compatible utilities to share easements. See Section [5.207, Easements](#).
- E. **Sanitary Sewers.**
 - 1. **Public Sanitary Systems.** All uses shall be required to be served by public sanitary sewer systems, except for permitted uses in the AO District, which are permitted to use on-site systems. The presence of adequate public sanitary sewer capacity shall be certified by the City Engineer and/or Utility Director. Construction shall be approved by the City Engineer, or a designee, unless on-site systems are permitted by this Section for specific conditions.
 - 2. **Requirements for Sanitary Sewer.**
 - a. Lots of record on the effective date of this Code shall be allowed to use on-site systems, provided that the lot is not within 400 feet of a reasonably accessible sewer system. Lots of record that are located within 400 feet of a reasonably accessible sewer system shall connect to the system at the earliest of:
 - i. The time a building permit is applied for;
 - ii. A change in the use of a structure or land use;
 - iii. A septic tank on the lot fails; or
 - iv. An addition is made to existing structure on the lot.
 - b. Within the corporate limits and the extraterritorial jurisdiction, a subdivider shall:
 - i. Install all sewer lines to City specifications and connect to the City sewer system; or
 - ii. Where on-site systems are proposed:
 - 1. Install all sewer lines to city specifications and provide engineering data if the subdivision plat contains lots having a net area of not less than one-half acre (21,780 square feet); or
 - 2. Provide that all lots in such subdivision shall have a net area that equals or exceeds one acre (43,560 square feet); or
 - 3. In areas within the certificate of convenience and necessity of a water supply corporation having a certificate of convenience and necessity for sewer service, provide that all lots have a net area of not less than one-half acre, or 21,780 square feet in size; or
 - 4. In the extraterritorial jurisdiction, all lots shall have a net area that equals or exceeds one-half acre or 21,780 square feet.
 - 3. **Utility Lines.** All utility lines that pass under a street or alley shall be installed before the street or alley is paved. When it is necessary that utility lines pass under the street or alley pavement, they shall be extended to the projected right-of-way line.
 - 4. **On-Site Systems.** On-site systems, if permitted, shall be approved by the Hidalgo County Health Department.
 - 5. **On-Site Standards.** A subdivider may install an individual sewage disposal system for each lot, if all of the following criteria are met:
 - a. Connection to the City sewer system is not required by Paragraph 2 above.
 - b. Each lot has the minimum lot and area requirements of Article 3, *Lot and Design Standards*.
 - c. All on-site systems shall meet the following setbacks:
 - i. Dwelling or property line: ten feet.
 - ii. Water supply, including public water lines, wells, and cisterns: 150 feet.
 - iii. Watercourse: 50 feet. All such systems within the water supply watershed shall meet the standards of [Sec. 6.107.N, Riparian Buffers](#).
 - d. All lateral fields shall meet the Hidalgo County Health Department standards. If variances are requested of the County, they must also be approved by the City Engineer or a designee.
 - 6. **Organized Sewerage Facilities.**
 - a. Subdividers who propose the development of an organized wastewater collection and treatment system must obtain a permit to dispose of wastes from the Texas Commission on Environmental Quality (TCEQ) in accordance with [30 TAC Chapter 305](#) and obtain approval of engineering planning materials for such systems under [30 TAC Chapter 217](#) from the commission.

b. Subdividers who propose to dispose of wastewater by connecting to an existing permitted facility must provide a written agreement in substantially the form attached in [Appendix A, Sample Form for Water Service Agreement](#) with the retail public utility. The agreement must demonstrate that:

- i. The retail public utility has or will have the ability to treat the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years.
- ii. The subdivider has paid the cost of all fees associated with connection to the wastewater collection and treatment system have been paid so that service is available to each lot upon completion of construction of the wastewater facilities described on the final plat. Engineering plans for the proposed wastewater collection lines must comply with 30 TAC Chapter [217](#).

7. On-Site Sewerage Facilities.

- a. On-site facilities which serve single-family or multi-family residential dwellings with anticipated wastewater generations of no greater than 5,000 gallons per day must comply with [30 TAC Chapter 285](#).
- b. Proposals for sewerage facilities for the disposal of sewage in the amount of 5,000 gallons per day or greater must comply with 30 TAC Chapter 217.
- c. TCEQ or its authorized agent shall review proposals for on-site sewage disposal systems and make inspections of such systems as necessary to assure that the system is in compliance with the [Texas Health and Safety Code, Chapter 366](#) and rules in 30 TAC Chapter 285, and in particular §§285.4, 285.5 and 285.30 - 285.39.

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

F. Water Supply.

1. *General.* All developments shall be connected to a public potable water system, except those in the AO District where on-site service is approved. For developments in all other Districts, plans shall be reviewed by the City. All public water supply shall meet the minimum specifications in Table 5.210-1, *Water Supply Standards*. The standards may be increased to meet local area needs of the water system.

Table 5.210-1 Water Supply Standards				
District	Quantity (gallons per minute)	Pressure (psi)	Hydrant Spacing (feet)	Minimum Line Size (inches)
RS, RP, MH, RM, UU, CN, DT, CG, IL, and IG	1,000 to 1,500	30	Residential: 600 Nonresidential: 300	8
AO	N/A	N/A	N/A	N/A
ETJ (no district)	1,000 to 1,500	30	Residential: 600 Nonresidential: 300	8

2. Fire Flows and Hydrants.

- a. All development must be served by adequate water supply and pressure to provide fire protection according to standards provided by the Fire Department. If fire protection demands are greater than the standards in Table 5.210-1, then the supply and pressure requirements for fire protection shall control.
- b. Subdivisions that are connected to a City water line or another utility's potable water service shall be provided with fire hydrants in accordance with City Engineering, State Board of Insurance, Insurance Service Organization, or adopted Fire Code requirements, whichever is most stringent.

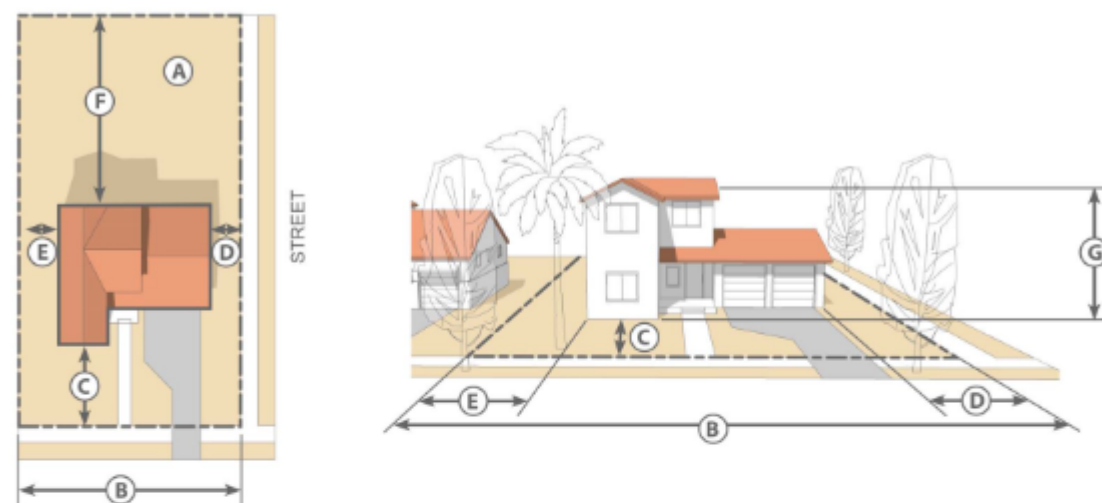
3. Public Water Systems.

- a. All subdivisions shall be provided with a water distribution system approved by the City Engineer.
- b. Water service by a public water supply approved by the Texas Commission on Environmental Quality (other than the City) may be permitted if the subdivider provides an executed agreement with the retail public utility in substantially the form attached in [Appendix A](#). The agreement must demonstrate that:
 - i. The retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years.
 - ii. The subdivider has paid the cost of water meters and other necessary connection equipment, membership fees, water rights acquisition costs in accordance with [Sec. 5.211, Water Rights and Cost Participation](#), or other fees associated with connection to the public water system so that service is available to each lot upon completion of construction of the water facilities described on the final plat.

4. Non-Public Water Systems.

- a. Where individual wells or other non-public water systems are proposed for the supply of drinking water to residential establishments, the subdivider shall have prepared and provide a copy of a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for individual water supply wells on individual lots and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision.
- b. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC §§290.104, 290.106, 290.108 and 290.109, either:

Figure 3.102-1
Single-Family Detached



A = Lot Area; B = Lot Width; C = Street Yard; D = Street Side Yard; E = Side Yard; F = Rear Yard; G = Building Height

Table 3.102-1
Single-Family Detached Lot and Building Standards

Zoning District	Minimum						Maximum
	Lot Area	Lot Width (ft)	Street Yard ¹ (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Building Height (ft)
Agriculture and Open Space (AO)	5 ac.	300	60	30	30	40	35 / 60 ²
Residential, Suburban (RS)	15,000 sf	90	30	15	15	30	35
Residential, Primary (RP)	5,000 sf	50	20	10	6	20	35
Residential, Urban and Townhome (RM) ³	4,000 sf	40	10 / 18 ⁴	10	6 ⁵	10 / 18 ⁴	35

TABLE NOTES:

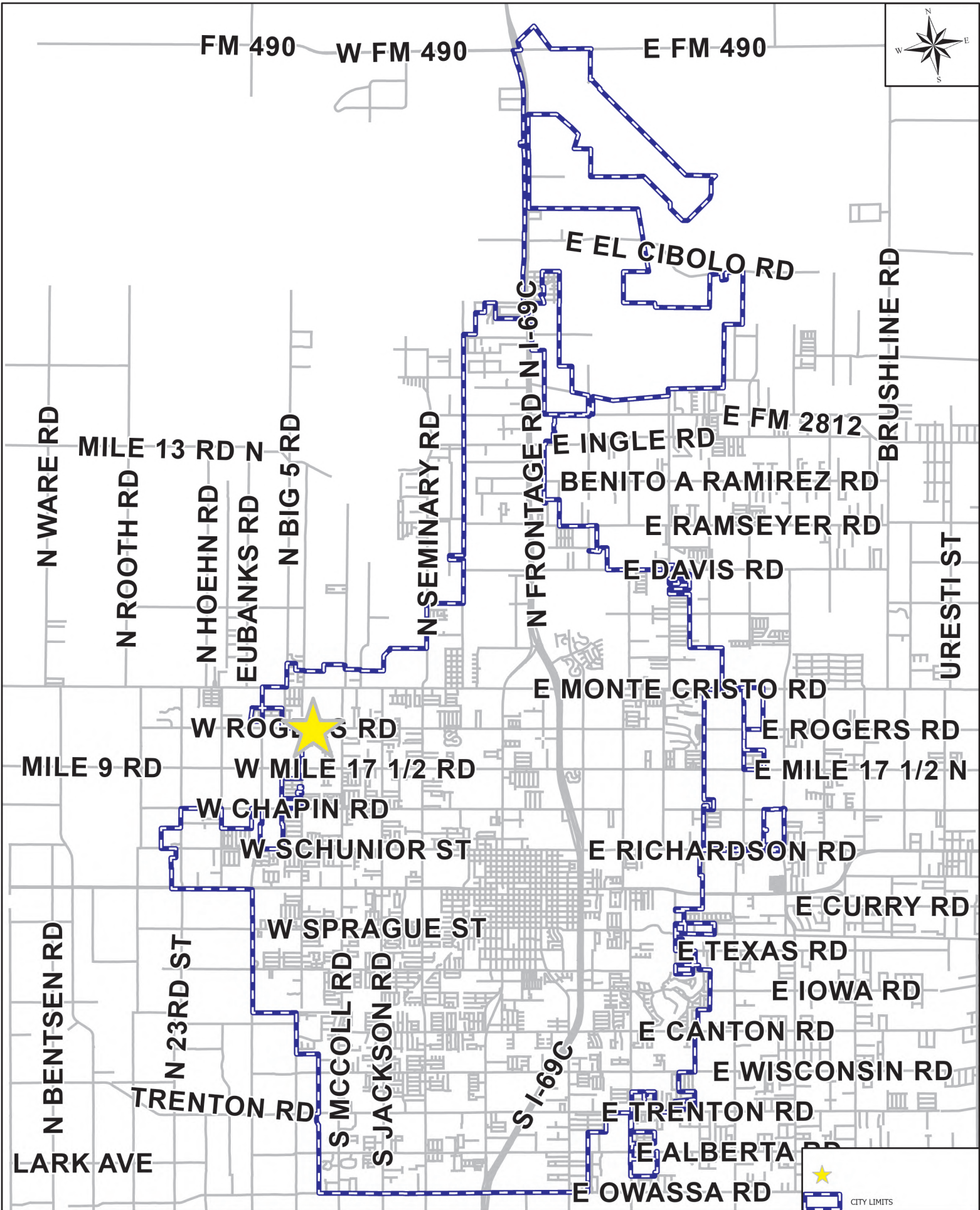
¹Street yard refers to front yard of lot. The minimum street yard setback shall be 15 feet for cul-de-sac and irregular lots in the RP District.

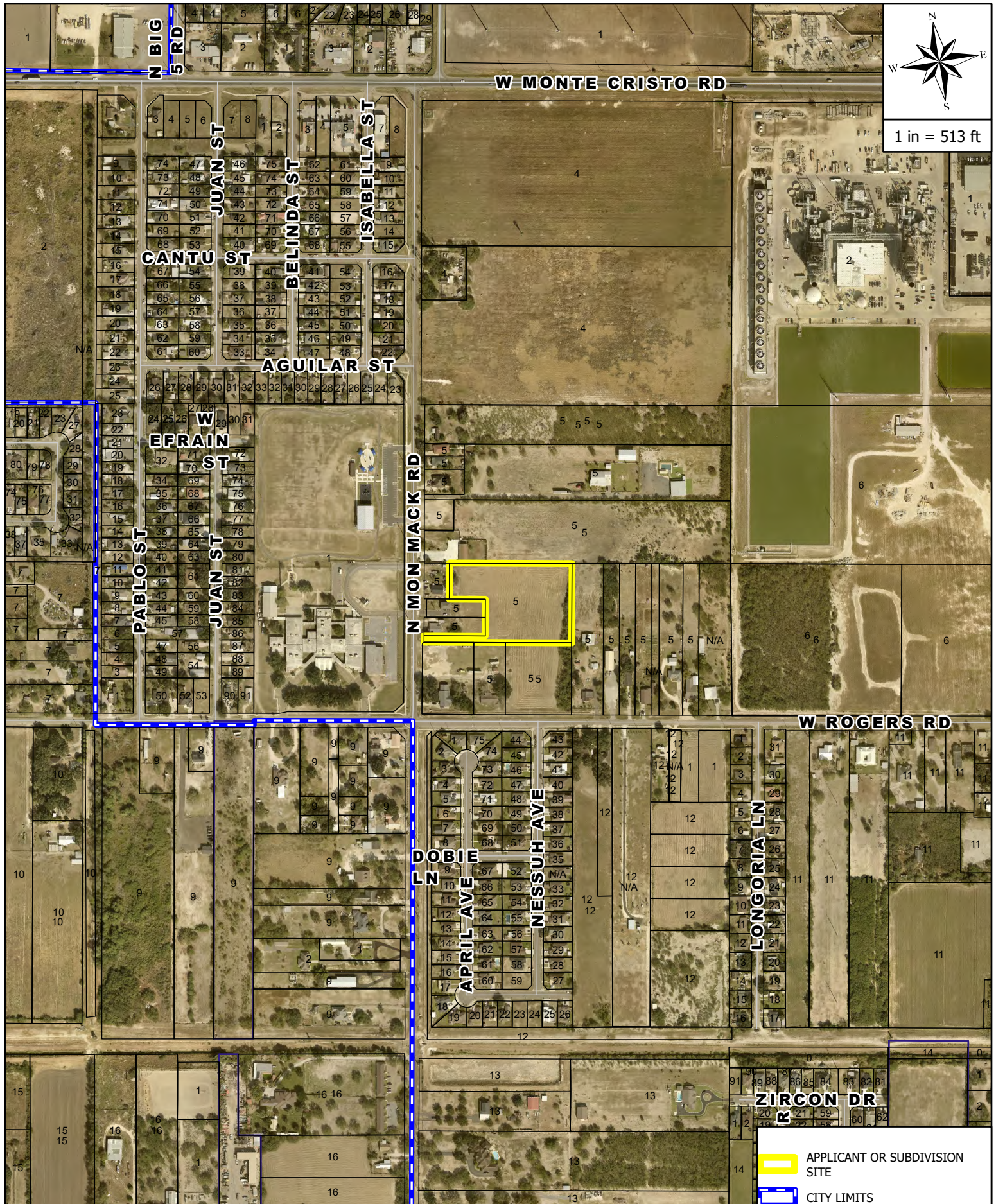
²The second height refers to agricultural structures.

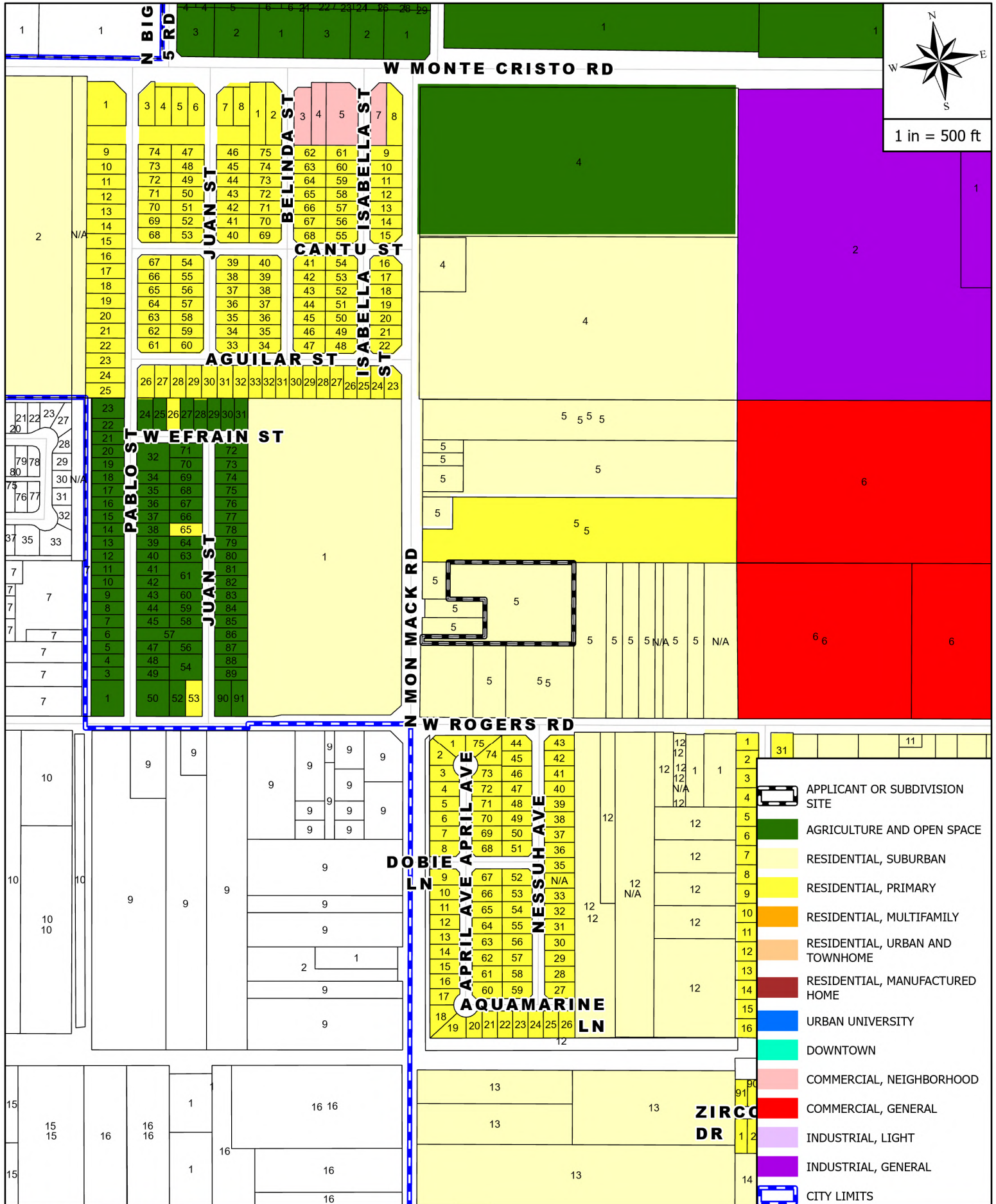
³If adjacent to an AO or RS district, lots on the perimeter of the subdivision shall meet the lot area, lot width, and setback requirements of the RP district.

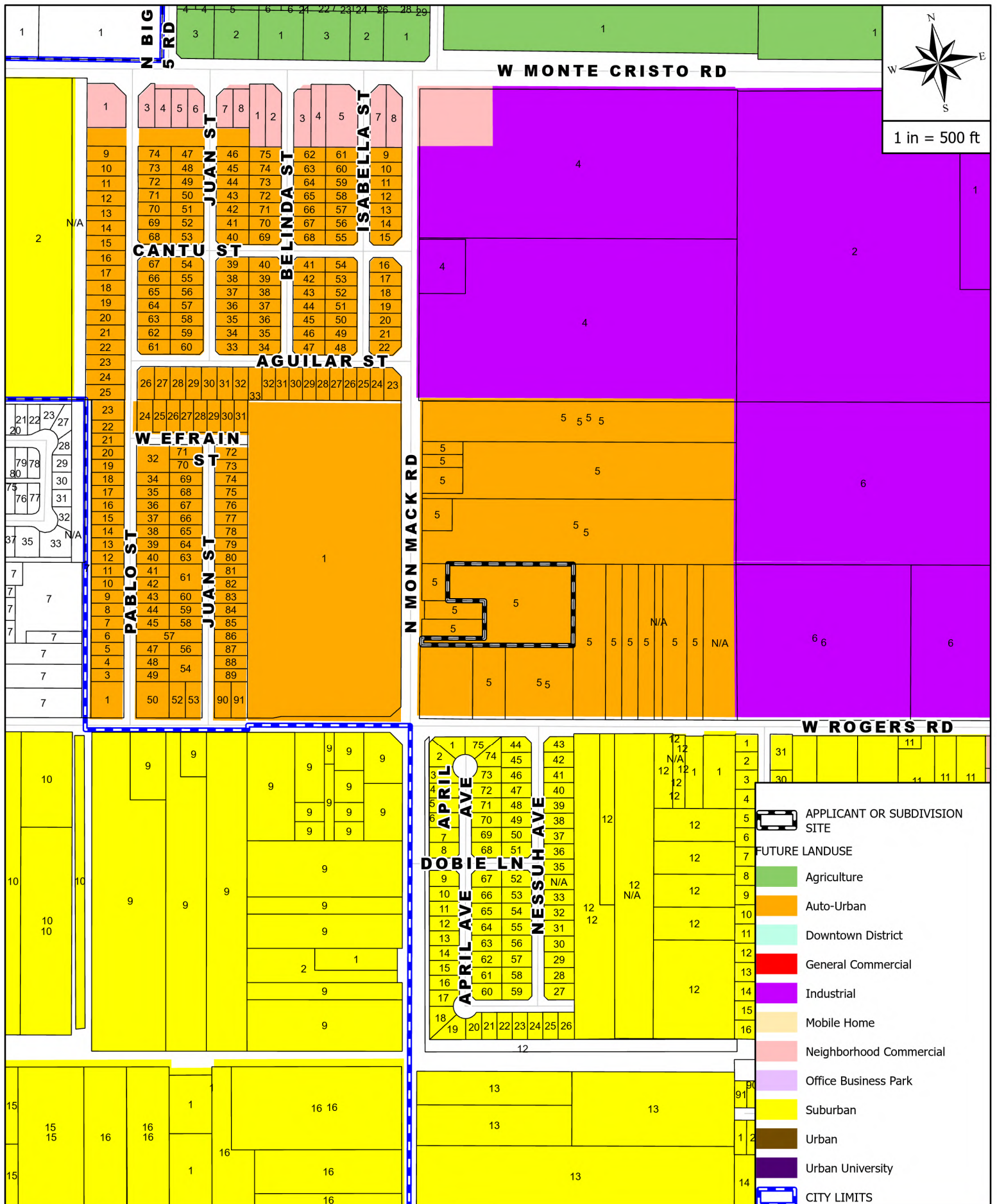
⁴The first number is the house setback; the second is the setback for a front load garage.

⁵Side yard setbacks in the RM district may be reduced to 5 feet if approved by Fire Marshal.





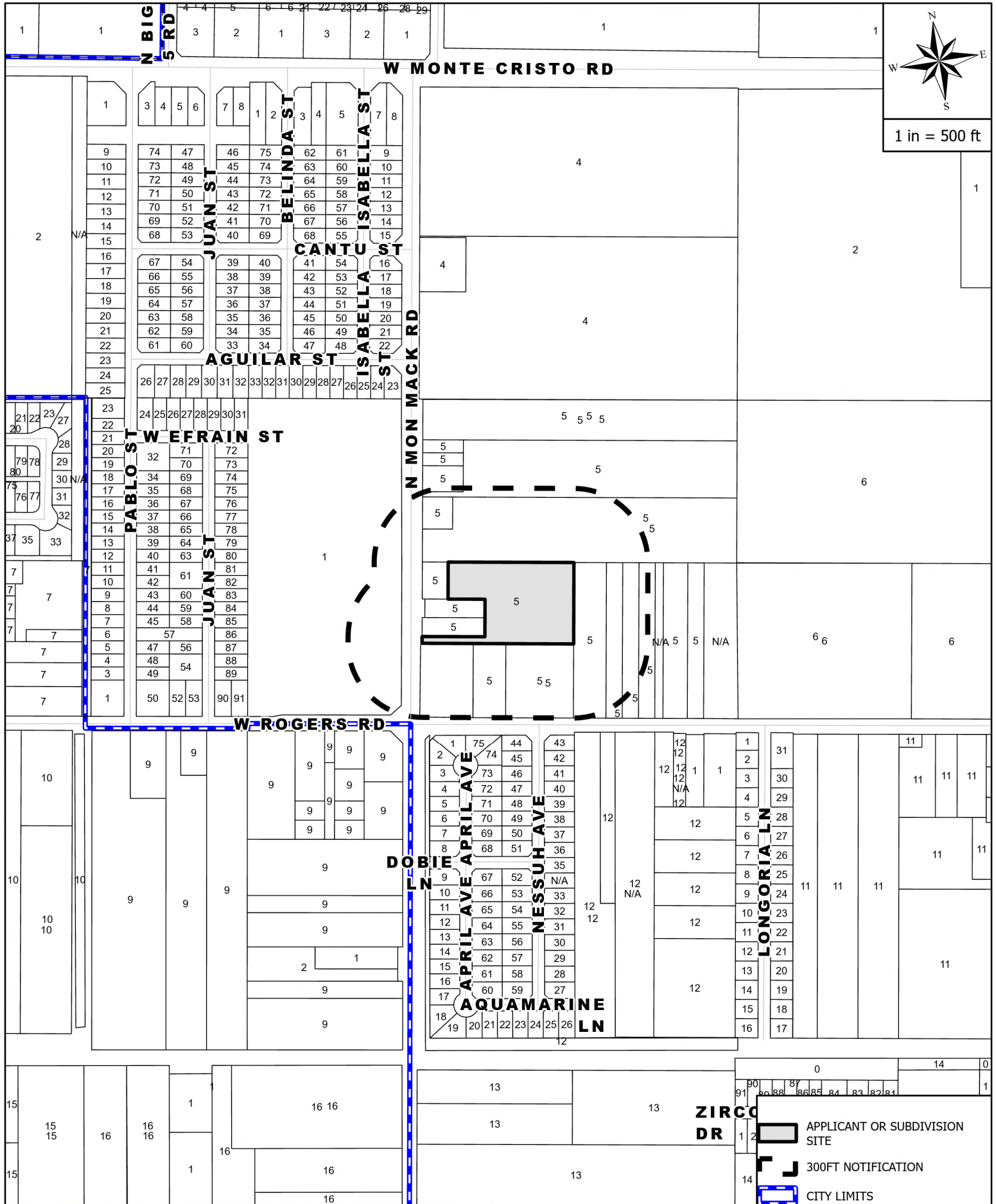




FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

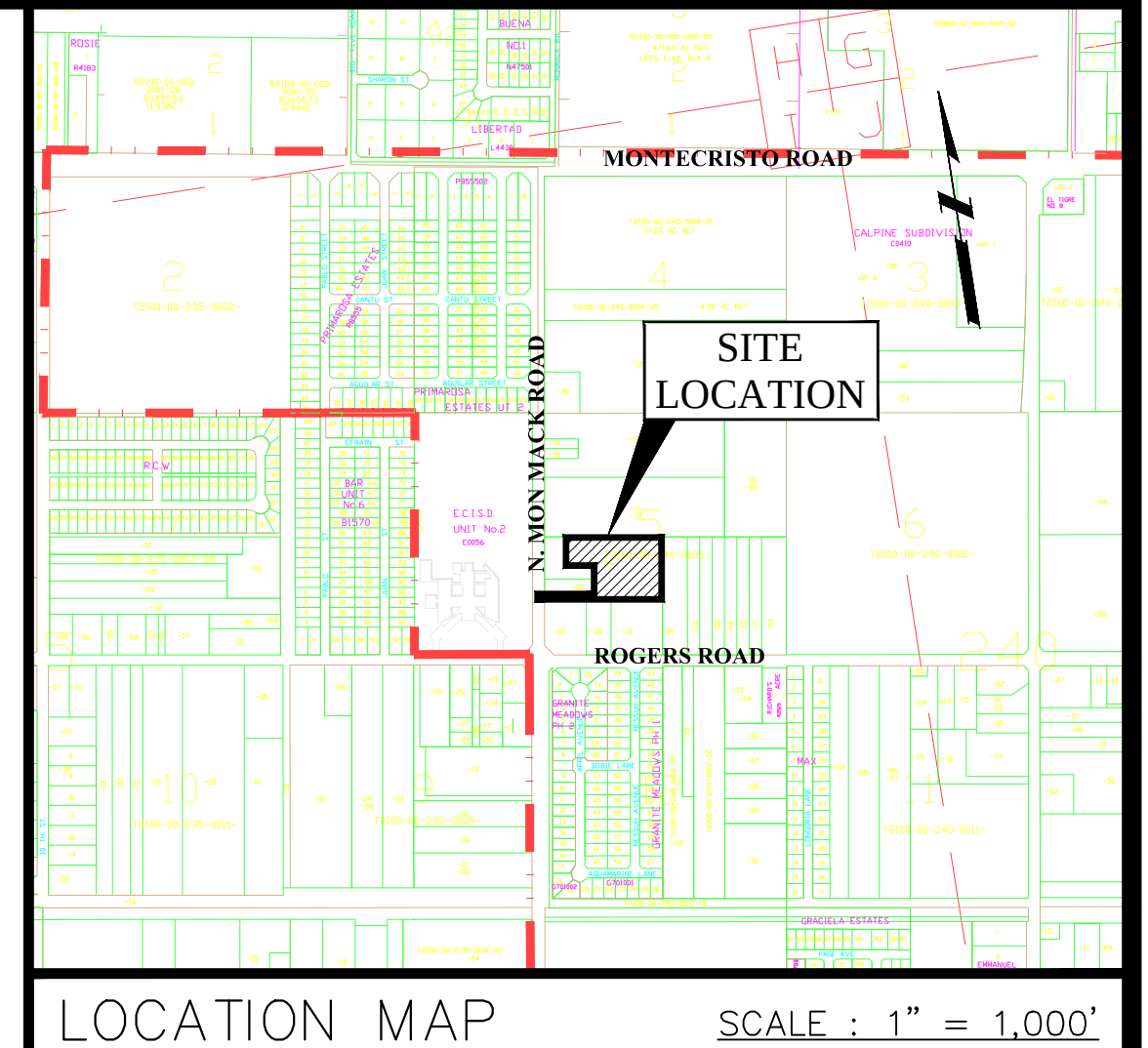
2900 N MON MACK RD - RANCHO VALBUENA SUBD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

2900 N MON MACK RD - RANCHO VALBUENA SUBD



BEING A 3.44 GROSS ACRES TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 5, SECTION 240, TEXAS-MEXICAN RAILWAY COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 3.44 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWEST CORNER OF SAID LOT 5 LOCATED AT THE INTERSECTION OF N. MON MACK ROAD AND ROGERS ROAD; THENCE, AS FOLLOWS:

NORTH 09 DEGREES 05 MINUTES EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 5 LOCATED IN THE CENTER OF SAID N. MON MACK ROAD, A DISTANCE OF 330.0 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 09 DEGREES 05 MINUTES EAST, CONTINUING COINCIDENT WITH THE WEST LINE OF SAID LOT 5, A DISTANCE OF 28.0 FEET TO A NAIL SET FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 80 DEGREES 55 MINUTES EAST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 20.0 FEET PASS A 3/4 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. MON MACK ROAD, AT A DISTANCE OF 330.0 FEET IN ALL TO A 3/4 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 09 DEGREES 05 MINUTES EAST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 5, A DISTANCE OF 150.0 FEET TO A 3/4 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 80 DEGREES 55 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 150.0 FEET TO A 3/4 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

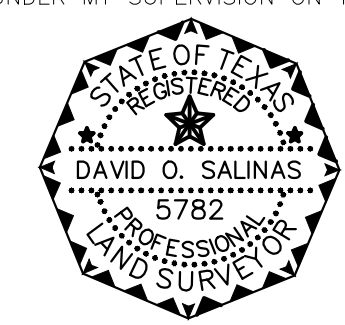
(5) THENCE, NORTH 09 DEGREES 05 MINUTES EAST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 5, A DISTANCE OF 150.0 FEET TO A 3/4 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, SOUTH 80 DEGREES 55 MINUTES EAST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 510.0 FEET TO A 3/4 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, SOUTH 09 DEGREES 05 MINUTES WEST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 5, A DISTANCE OF 330.0 FEET TO A 3/4 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(8) THENCE, NORTH 80 DEGREES 55 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 640.0 FEET PASS A 3/4 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. MON MACK ROAD, AT A DISTANCE OF 660.0 FEET IN ALL TO THE **POINT OF BEGINNING**, CONTAINING 3.44 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE WEST 20.0 FEET (OR 0.01 ACRES, MORE OR LESS), ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID N. MON MACK ROAD, LEAVING 3.43 NET ACRES OF LAND, MORE OR LESS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER



Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

Subdivision Variance Application

ENERGOV CASE #

Submittal Date: February 28, 2025

Legal Description: _____ HCAD Property ID #: 295386

3.44 Gross Acres o/o Lot 5, Section 240, Texas-Mexican Railway Companys Subdivision

Variance Requested (Identify section of Unified Development Code):

Sanitary Sewer-Sec. 5.210, E2A

Lot Frontage-Sec. 5.206, B3

Reason for Request (hardship/extraordinary and exceptional conditions):

Sanitary Sewer-Lot Depth is too much for flow to line.

Lot Frontage-Lot Frontage of 28' is due to existing conditions

Fernando Valbuena

Property Owner (Print legibly or type)

3501 N. 40th Street

Address

McAllen, Texas 78501

City, State, Zip

(956) 639-6457

Telephone

fernandoyouragent@gmail.com

Email address

A handwritten signature in black ink, appearing to read "F. Valbuena", written over a horizontal line.

Signature

David Salinas

Applicant / Agent (Print legibly or type)

2221 Daffodil Ave.

Address

McAllen, Texas 78501

City, State, Zip

(956) 682-9081

Telephone

dsalinas@salinasengineering.com

Email address

A handwritten signature in blue ink, appearing to read "David Salinas", written over a horizontal line.

Signature

Receipt #
(\$450 Application Fee): _____

Received By: _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

RESOLUTION

Agenda Item No: 10.A.

Rate Adjustments for Gas Utility Investment

1. Agenda Item:

Consider the Resolution Suspending the June 24, 2025, Effective Date of the Proposal by Texas Gas Service Company, a Division of ONE Gas, Inc., Rio Grande Valley Service Area, to Implement Interim GRIP Rate Adjustments for Gas Utility Investment in 2024. [Josephine Ramirez Solis, City Attorney]

2. Description:

Texas Gas Service ("TGS")- A division of One Gas, Inc., made filings with the City of Edinburg and the Railroad Commission of Texas on April 25, 2025, proposing to implement interim rate adjustments ("GRIP Rate Increases") pursuant to Texas Utilities Code § 104.301 on all customers served by TGS, effective June 24, 2025. The City of Edinburg has the authority to review the implementation and by this resolution can delay said implementation by 45 days.

3. Staff's Recommendation:

Staff recommends adopting the resolution to suspend the June 24, 2025 effective date of the TGS GRIP rate adjustments.

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

A. Resolution Suspending TGSC Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, SUSPENDING THE JUNE 24, 2025 EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC. – RIO GRANDE VALLEY SERVICE AREA, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2024 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City Council of the City of Edinburg is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc. – Rio Grande Valley Service Area, (“TGS” or “the company”) and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, TGS made filings with the City of Edinburg and the Railroad Commission of Texas (“Railroad Commission”) on April 25, 2025, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by TGS, effective June 24, 2025; and

WHEREAS, it is incumbent upon the City of Edinburg, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

SECTION 1: INCORPORATION OF RECITALS. The City Council 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 part of this Resolution.

SECTION 2. The June 24, 2025 effective date of the GRIP Rate Increases proposed by TGS is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

SECTION 3: A copy of this Resolution shall be sent to TGS, care of Judy J. Hitchye at judy.hitchye@onegas.com, and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701 or tbrocato@lglawfirm.com.

SECTION 4: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution,

that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, 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 May 21, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

BY: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

AWARDING OF BIDS

Agenda Item No: 11.A.

Bid No. 2025-06, Annual Pool Chemicals, Supplies

1. **Agenda Item:**

Consider Awarding Bid No. 2025-06, Annual Pool Chemicals, Supplies, and Delivery to Chemsol Services Inc. and Chemrite Inc. Based on Unit Prices as Listed. [Javier Garza, Director of Parks & Recreation]

2. **Description:**

On Tuesday, January 14, 2025, bids were opened for Bid No. 2025-06, Annual Pool Chemical Supplies. A total of three (3) bids were received and opened. A review and tabulation revealed that Chemsol Services Inc. and Chemrite Inc. were the lowest bidders per unit price meeting specifications. City Staff has verified that no monies are owed to the City by Chemsol Services Inc. and Chemrite Inc. The City of Edinburg has previously done business with Chemsol Services Inc.

Vendors:				Amchem Inc	Chemrite, Inc.	Chemsol Services Inc
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost
1	Sodium Hypochlorite 10%	15500	Gallons	\$0.00	\$0.00	\$6.75
2	Sodium Hypochlorite 12.5%	5250	Gallons	\$0.00	\$0.00	\$4.50
3	Hydrochloric Acid	5500	Gallons	\$0.00	\$0.00	\$4.65
4	Calcium Hypochlorite	3000	Pounds	\$3.65	\$2.44	\$2.45
5	Sodium Bicarbonate	15000	Pounds	\$0.83	\$0.00	\$0.65
6	Isocyanuric Acid	3000	Pounds	\$4.80	\$0.00	\$4.20

Funding in the amount of \$100,000 is available in the general fund 2024-2025 General Fund Operating Budget.

3. **Staff's Recommendation:**

Approve Awarding Bid No. 2025-06, Annual Pool Chemicals, Supplies, and Delivery to Chemsol Services Inc. and Chemrite Inc. Based on Unit Prices as Listed.

Reviewed by:

Javier Garza, Director of Parks and Recreation Approved - 5/16/2025
Jesus Saenz, Assistant City Manager

Prepared by:

Lee Tamez, Recreation Supervisor
Final Approval - 5/16/2025

Attachments:

- A. Chemsol Contract Agreement
- B. Chemsol Unit Price Breakdown
- C. Chemsol Bidders List
- D. Chemsol Certificate of Insurance
- E. Notice to Bidders-Annual_Pool_Chemical_Supplies_&_Delivery
- F. Chemrite Inc Insurance

- G. Chemicals Bid Tabulation
- H. [Amchem Inc] Response Document Report
- I. [Chemrite, Inc.] Response Document Report
- J. [Chemsol Services Inc] Response Document Report

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

**CONTRACT FOR BID NO. 2025-06
SWIMMING POOL CHEMICALS
BETWEEN THE CITY OF EDINBURG
AND CHEMSOL SERVICES INC.**

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and Chemsol Services Inc. (hereinafter called “Contractor”), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain materials in connection therewith; and,

WHEREAS, the Contractor represents that it has the knowledge, ability, equipment, and materials needed by the City; and,

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

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to furnish and provide the services and materials (“Materials”), as stated in this agreement and Bid No. 2025-06 attached as **Exhibit “A”**. Upon receipt of Materials to the City’s satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor agrees to provide Materials in connection therewith, under the terms as stated in Exhibit A; and its own proper cost and expense to furnish all Materials, insurance and other accessories and materials necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibit A and Notice to Bids and Bid Form pertaining to Bid #2024-03.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III

RESPONSIBILITY OF THE CITY

- A. City will facilitate Contractor's work with the following tasks:
1. Provide Contractor with its requirements for the Materials.
 2. Assist Contractor by providing information reasonably available to the City and pertinent to the Materials.
 3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor.

SECTION IV **RESPONSIBILITIES OF CONTRACTOR**

- A. Contractor shall provide the Materials described in **Exhibits "A"**.
- B. Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Materials furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Materials. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of services and materials furnished by Contractor under this Agreement. Contractor shall keep the City informed of the services and materials provided under this Agreement. In connection with the performance of the services and materials provided by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the services and materials provided as City may request.
- D. Contractor will develop and maintain a detailed schedule for completion of the services and materials provided. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost.
- E. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the services and materials provided 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.

F. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the services and materials provided furnished under this Agreement.

G. Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Contractor for Contractor's errors or omissions.

SECTION V

PAYMENT AND FEES

City agrees to pay Contractor for Materials being contracted for herein as follows:

A. Payment for materials shall be upon receipt of invoice by City. Invoice shall be submitted to City upon delivery and inspection of materials. The total compensation to Vendor during the contract performance for the unit prices listed in Exhibit A.

B. Contractor shall submit all invoices to City in the manner specified herein. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Materials required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Materials, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Materials, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with delivery of Materials and related work;

c. Contractor has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Any Materials are defective, requiring correction or replacement;

f. City has been required to correct defective Materials or has accepted defective Materials;

g. Liens have been filed in connection with the Materials; or

h. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Contractor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Contractor's employees' taxes. Contractor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Contractor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Contractor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Contractor to make changes within the scope of the services and materials provided or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. 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

TERM OF AGREEMENT

A. Contractor shall provide materials as identified in Request for Bid No. 2025-06 and bid proposal submitted by Contractor attached as stated in Exhibit A.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Materials rendered by Contractor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Materials provided by Contractor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry 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 Contractor or its employees. 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 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. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

F. If at any time and for any reason Contractor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Contractor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Contractor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or

which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and 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 forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. 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 Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own expenses, including attorney's fees and costs.

SECTION X

INDEMNIFICATION

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless, and defend City, 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 attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by Contractor regarding this agreement.

SECTION XI

LIMITATION OF LIABILITY

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Materials provided which is the subject matter of the claim. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Contractor's performance, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII

AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII

NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threatened against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial condition or results

of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV **SEVERABILITY**

A. 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**

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Contractor:

Chemsol Services Inc.
PO Box 533207
Harlingen, TX 78553
Attn.: Owner

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

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.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Contractor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Contractor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Materials with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of

Materials or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, 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: _____

Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____

Josephine Ramirez-Solis, City Attorney

CHEMSOL SERVICES INC

BY: _____

Robin Odom
President
PO Box 533207
Harlingen, TX 78553
Phone: 956-440-7408
Fax: 956-440-7449
Email: robinodom@chemsolservices.com

**Attachments: Exhibit "A", Scope of Services and Proposal
Exhibit "B", Certificate of Insurance and 1295**



Bid 2025-6 - Annual Pool Chemical Supplies & Delivery
Opening Date: January 14, 2025 at 3:00 p.m.

Vendors:				Amchem Inc	Chemrite, Inc.	Chemsol Services Inc
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost
1	Sodium Hypochlorite 10%	15500	Gallons	\$0.00	\$0.00	\$6.75
2	Sodium Hypochlorite 12.5%	5250	Gallons	\$0.00	\$0.00	\$4.50
3	Hydrochloric Acid	5500	Gallons	\$0.00	\$0.00	\$4.65
4	Calcium Hypochlorite	3000	Pounds	\$3.65	\$2.44	\$2.45
5	Sodium Bicarbonate	15000	Pounds	\$0.83	\$0.00	\$0.65
6	Isocyanuric Acid	3000	Pounds	\$4.80	\$0.00	\$4.20

Email Addresses	
heath@actioncleaningsystemsinc.com	jaco@zamigo.net
SALES@ALAMOWATERSERVICE.COM	m.varela@kurita-water.com
sonia@ampacchemical.com	Info.LPTWater@gmail.com
tracy_aquarec@MSN.COM	mediaresourcesllc@gmail.com
nhelburn@aqualogicwc.com	j.miggins@hydrotechutilities.com
andah@atlanticpetro.com	wade.davis@mooresupply.com
JBunyan@barentz.us	amy.morris@chemstation.com
tb_trucking@yahoo.com	asmith@napcochemical.com
jbrown@brenntag.com	m.armadillo@outlook.com
bradkym@worthhydrochemofhouston.com	Devon.Sankar@Pivotallnd.com
chrystal.beasley@beaspireenviro.com	gpurdy@precisionwater.net
aacosta@carconindustries.com	twhite@procheminc.com
certifiedlabs.biddepartment@nch.com	mail@peeco.com
michelle.hathaway@nch.com	jmhyman28@gmail.com
dan@chemicaluniverse.com	ahite@purebizsolns.com
janice@chemico.com	aquatics@recreonics.com
toneal@chemnationinc.com	cmitchum@RedEagleTexas.onmicrosoft.com
robinodom@chemsolservices.com	info@ecocommercialproducts.com
r.cannon@clearflowsolutions.com	sales@rhomar.com
kpohlman@coastlineltd.com	ashaver@ruralpipe.com
info@commercialswim.com	shaunda@safetycounts.net
dbahcall@c-supply.com	ldavis@seacotech.com
jcfranco@cuapools.com	sales@simbaindustries.com
mattw@designcontrols.net	solagroupllc@gmail.com
jkey@dxgroup.com	scott.robertson@solugentech.com
jason.stehlik@culliganultrapure.com	johnm@stlb.net
jeff.phillips@dunagintransport.com	info@staconllc.com
jkey@dxgroup.com	george.broughton@sterilemate.com
nmccann@earthwiseenvironmental.com	support@servicemywater.com
echolsenvironmental@gmail.com	towana.bryant@trinityfreightservices.com
martha@elpenterprisesinc.com	kirk.saunders@wescochemicals.com
abhishek@expotechusa.com	daniel.worthatx@yahoo.com
maryerwin@filtrationandequipment.com	jrice@yukontechnology.com
ambrish@finoric.com	joemedina@valleysolvents.com
Kswaydan@wfbiz.rr.com	sales@chemsolservices.com
jgamlen@g-c.com	aespericueta@lesl.com
mgarratt@g-c.com	bgill@gilldigital.com
elisa@gc3.com	mary@houstonchemsafe.com
jacob@gulfcoastalservices.com	sales@isi-tx.com
mary@thegreenchemicalstore.com	bids@itoh2.com
mari@itsusainc.com	sales@industrialwater.net



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2025

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).

PRODUCER THE WYATT AGENCY 1300 11TH STREET SUITE 305-E HUNTSVILLE, TX 77340	CONTACT NAME SHAWN WYATT	FAX (A/C, No): 936-291-1217	
	PHONE (A/C, No, Ext): 936-291-3074	E-MAIL ADDRESS: ARGO1@SBCGLOBAL.NET	
INSURED CHEMSOL SERVICES, INC. P.O. BOX 533207 HARLINGEN, TX 78553	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: CRUM & FORSTER SPECIALTY INS. CO.		
	INSURER B: PRIME INSURANCE COMPANY		
	INSURER C: TEXAS MUTUAL INSURANCE COMPANY		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 100200 **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	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR ☒ POLLUTION LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EPK-151587	3/17/25	3/17/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			SC25032208 INCLUDES POLLUTION LIABILITY DURING TRANSPORTATION	3/17/25	3/17/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EFX-124880	3/17/25	3/17/26	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0001122171	9/30/24	9/30/25	☒ 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)

CERTIFICATE HOLDER AND ANY OTHER ENTITY REQUIRED ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMP), IF REQUIRED BY WRITTEN CONTRACT, PER POLICY BLANKET ENDORSEMENTS. BLANKET WAIVER OF SUBROGATION APPLIES TO CERTIFICATE HOLDER AND ANY OTHER ENTITY, IF REQUIRED BY WRITTEN CONTRACT, PER BLANKET POLICY ENDORSEMENTS.

CERTIFICATE HOLDER CITY OF EDINBURG 315 E MARK S. PEÑA DR EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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REQUEST FOR BIDS
2025-6
ANNUAL POOL CHEMICAL SUPPLIES & DELIVERY

City of Edinburg
415 W. University Drive
Edinburg, TX 78541



RELEASE DATE: December 11, 2024

DEADLINE FOR QUESTIONS: December 20, 2024

RESPONSE DEADLINE: January 7, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/cityofedinburg>

City of Edinburg
REQUEST FOR BIDS
Annual Pool Chemical Supplies & Delivery

I.	Introduction.....
II.	Legal Notice
III.	Instructions, Terms and Conditions
IV.	Specifications.....
V.	Vendor Questionnaire.....
VI.	Pricing Proposal

Attachments:

A - Rules for Electronic Bidding

B - Sample Agreement

1. Introduction

1.1. Summary

We would like to welcome all vendors and provide an equal opportunity to bid on each of our listed items. This is for our annual supply of pool chemicals for nine (9) city recreational aquatic parks. This includes providing pool chemicals for three (3) swimming pools, five (5) splash pads, one (1) water garden. Due to the fact each bid will be evaluated not only on price, but method of delivery,

1.2. Background

Addresses for delivery are as follows:

Edinburg Municipal Water Park, 125 Mark S. Pena Drive, Edinburg TX, 78539

Edinburg Fountain Pool, 1210 W. McIntyre St., Edinburg TX 78539

1.3. Contact Information

Nicholus Villarreal

Aquatics Manager

315 Mark S. Pena Drive

Edinburg, TX 78541

Email: nicvillarreal@cityofedinburg.com

Phone: [\(956\) 607-2828](tel:(956)607-2828)

Department:

Parks & Recreation

Department Head:

Javier Garza

Parks & Recreation Director

1.4. Timeline

Release Project Date	December 11, 2024
Question Submission Deadline	December 20, 2024, 5:00pm
Proposal Submission Deadline	January 7, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Annual Pool Chemical Supplies & Delivery

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:
3:00 pm, Tuesday, January 7, 2025.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:00 pm, Tuesday, January 7, 2025.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

<https://procurement.opengov.com/portal/cityofedinburg>

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2025-6" to 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. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic: <https://procurement.opengov.com/portal/cityofedinburg>

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Friday, December 20, 2024

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.

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Annual Pool Chemical Supplies & Delivery

The ITEMS 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 "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic: <https://procurement.opengov.com/portal/cityofedinburg>

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.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS 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 ITEMS be provided as specified.

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 ITEMS 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 ITEMS 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.

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 request an interpretation via the OpenGov portal: <https://procurement.opengov.com/portal/cityofedinburg> 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 available through the e-procurement portal and e-mailed 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 if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** 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 <https://procurement.opengov.com/portal/cityofedinburg>

PAYMENT

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

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Annual Pool Chemical Supplies & Delivery 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.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal 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.

VALID BID TIME FRAME

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 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 ITEMS.

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.

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.

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.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

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.

3.2. 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.

4. Specifications

4.1. 1. Sodium Hypochlorite 10% (Bulk)

Sodium Hypochlorite shall be delivered in varied bulk quantities of 300 gallons or greater.

Vendor must be capable of filling two stationary 500 gallon containers located onsite. Containers are located approximately 50 feet from nearest truck access point.

Chemical shall be delivered in varied quantities and shall be readily available on a weekly basis.

4.2. 2. Sodium Hypochlorite 12.5%

Chemical shall be delivered in approved D.O.T. containers that are no larger than 55 gallon or 500 lb Poly Drums.

Chemical shall be delivered in varied quantities and intervals and shall be readily available on a weekly basis.

4.3. 3. Muriatic Acid (Hydrochloric Acid)

Shall be suited for use in the control of swimming pool pH.

Chemical shall be delivered in approved D.O.T. containers that are no larger than 55 gallon or 500 lb Poly Drums.

Muriatic Acid shall be delivered in varied quantities and intervals and shall be readily available on a weekly basis.

4.4. 4. Calcium Hypochlorite

Shall be in a granular form.

Chemical shall be delivered in D.O.T. approved containers and shall hold no more than 100lbs each.

Calcium Hypochlorite shall be at least 65% in chlorine strength when delivered.

4.5. 5. Cyanuric Acid (Pool Stabilizer)

Shall be in granular form.

Chemical shall be delivered in D.O.T. approved containers and shall hold no more than 100lbs each.

4.6. 6. Sodium Bicarbonate

Fifty (50) lb. bags are preferred.

Chemical shall be used for raising total alkalinity in pool water.

5. Vendor Questionnaire

5.1. Required Forms

5.1.1. *Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.1.2. *Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

5.1.3. *Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

*Response required

5.1.4. *Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

*Response required

5.1.5. *Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

*Response required

5.1.6. *Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a

governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

*Response required

5.1.7. *Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 19 VERIFICATION...](#)

*Response required

5.1.8. *Please fill out and sign the Non-Collusion Affidavit and upload here**

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.

- [CITY OF EDINBURG NONCOLLUSI...](#)

*Response required

5.1.9. *Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ,

the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/forms/conflict/>.

*Response required

5.1.10. *If awarded the 1295 form will need to be provided.**

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 <https://www.ethics.state.tx.us/filinginfo/1295/>.

☐ Yes

☐ No

*Response required

6. Pricing Proposal

ANNUAL POOL CHEMICALS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sodium Hypochlorite 10%	15,500	Gallons		
2	Sodium Hypochlorite 12.5%	5,250	Gallons		
3	Hydrochloric Acid	5,500	Gallons		
4	Calcium Hypochlorite	3,000	Pounds		
5	Sodium Bicarbonate	15,000	Pounds		
6	Isocyanuric Acid	3,000	Pounds		
TOTAL					



CHEMINC-07

ESTEPC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

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).

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Cynthia Estep	
	PHONE (A/C, No, Ext): (321) 433-4007	FAX (A/C, No): (561) 776-0670
	E-MAIL ADDRESS: Cynthia.Estep@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Crum and Forster Insurance Company	42471
INSURED Chemrite Inc. 5202 Belle Wood Ct. STE 104 Buford, GA 30518	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: Hired/Nonowned Auto Liability	X	X	EPK-149912	12/10/2024	12/10/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							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
							HNOA \$ Included
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EPK-149912	12/10/2024	12/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Included in GL \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Transp & Site			EPK-149912	12/10/2024	12/10/2025	Pollution \$ 1,000,000

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

General Liability:

EN0349-0217 - Waiver of Transfer of Rights of Recovery against others to us
EN0350-0217 - Additional Insured - Owners, Lessees or Contractors - Completed Operations
EN0351-0217 - Additional Insured - Owners, Lessees or Contractors
EN0348-0217 - Primary & non-contributory - Other Insurance Condition
EN01188-0211 - Primary and Non-Contributory Additional Insured with Waiver of Subrogation
EN0303-0216 - Hired Auto and Non-Owned Auto Liability

CERTIFICATE HOLDER

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

BID RECOMMENDATION FORM

Title: Annual Pool Chemical Supplies & Delivery

Bid No.: 2025-6

Date Opened: 1/14/2025

			Amchem INC		Chemrite INC		Chemsol Services INC	
ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	15,500 GAL.	Sodium Hypochlorite 10%	\$ -	\$ -	\$ -	\$ -	\$ 6.75	\$ 104,625.00
2	5,250 GAL.	Sodium Hypochlorite 12.5%	\$ -	\$ -	\$ -	\$ -	\$ 4.50	\$ 23,625.00
3	5,500 GAL.	Hydrochloric Acid	\$ -	\$ -	\$ -	\$ -	\$ 4.65	\$ 25,575.00
4	3,000 LBS.	Calcium Hypochlorite	\$ 3.65	\$ 10,950.00	\$ 2.44	\$ 7,320.00	\$ 2.45	\$ 7,350.00
5	15,000 LBS.	Sodium Bicarbonate	\$ 0.83	\$ 12,450.00	\$ -	\$ -	\$ 0.65	\$ 9,750.00
6	3,000 LBS.	Isocyanuric Acid	\$ 4.80	\$ 14,400.00	\$ -	\$ -	\$ 4.20	\$ 12,600.00
SUBTOTAL.....				\$37,800.00		\$7,320.00		\$183,525.00
NET TOTAL.....								
TERMS.....								
DELIVERY.....								

RECOMMENDATION:

Award: Bid No. 2025-06, Annual Pool Chemical Supplies & Delivery

Chemsol Services for Item 3,5,6 and Item 4 to Chemrite Inc.

Department: Parks & Recreation - Aquatics

Budgeted Amount Available: \$79,000

Additional Funds Required: \$0.00

Prepared By: Nicholus A. Villarreal - Aquatics Manager

DISCLAIMER:

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



[AMCHEM INC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-6

[Annual Pool Chemical Supplies & Delivery](#)

RESPONSE DEADLINE: January 14, 2025 at 3:00 pm

Report Generated: Thursday, May 15, 2025

Amchem Inc Response

CONTACT INFORMATION

Company:

Amchem Inc

Email:

john@amcheminc.com

Contact:

John Melendez

Address:

407 East Methvin, Suite 200
Longview, TX 75606

Phone:

(903) 236-0138

Website:

N/A

Submission Date:

Jan 7, 2025 1:30 PM (Central Time)

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Please attach the insurance certificate

No response submitted

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

General_Questionnaire-Amchem.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

Litigation-Amchem.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

Conflict_of_Interest-Amchem.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*

Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

HB_89-Amchem.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*

Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

SB_13-Amchem.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*

Pass

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 19 VERIFICATION...](#)

SB_19-Amchem.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

Pass

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.

- [CITY OF EDINBURG NONCOLLUSI...](#)

Non-Collusion-Amchem.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the

records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/forms/conflict/>.

No response submitted

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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 <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

PRICE TABLES

ANNUAL POOL CHEMICALS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sodium Hypochlorite 10%	15,500	Gallons	\$0.00	\$0.00

[AMCHEM INC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-6
Annual Pool Chemical Supplies & Delivery

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Sodium Hypochlorite 12.5%	5,250	Gallons	\$0.00	\$0.00
3	Hydrochloric Acid	5,500	Gallons	\$0.00	\$0.00
4	Calcium Hypochlorite	3,000	Pounds	\$3.65	\$10,950.00
5	Sodium Bicarbonate	15,000	Pounds	\$0.83	\$12,450.00
6	Isocyanuric Acid	3,000	Pounds	\$4.80	\$14,400.00
TOTAL					\$37,800.00



[CHEMRITE, INC.] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-6

[Annual Pool Chemical Supplies & Delivery](#)

RESPONSE DEADLINE: January 14, 2025 at 3:00 pm

Report Generated: Thursday, May 15, 2025

Chemrite, Inc. Response

CONTACT INFORMATION

Company:

Chemrite, Inc.

Email:

sales@chemrite.com

Contact:

Aaron Opp

Address:

5202 Belle Wood Ct., Ste 104
Buford, GA 30518

Phone:

(770) 271-5576

Website:

N/A

Submission Date:

Jan 14, 2025 9:28 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 14, 2025 8:36 AM by Aaron Opp

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE. *
Pass

Please attach the insurance certificate

General_Liability_Insurance_Certificate_2025.pdf

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HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

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SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

Edinburg_TX_SENATE_BILL_13_VERIFICATION.pdf

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Pass

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 19 VERIFICATION...](#)

Edinburg_TX_SENATE_BILL_19_VERIFICATION.pdf

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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.

- [CITY OF EDINBURG NONCOLLUSI...](#)

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PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

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CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/forms/conflict/>.

Edinburg,_TX_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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 <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

PRICE TABLES

ANNUAL POOL CHEMICALS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sodium Hypochlorite 10%	15,500	Gallons	\$0.00	\$0.00
2	Sodium Hypochlorite 12.5%	5,250	Gallons	\$0.00	\$0.00
3	Hydrochloric Acid	5,500	Gallons	\$0.00	\$0.00
4	Calcium Hypochlorite	3,000	Pounds	\$2.44	\$7,320.00
5	Sodium Bicarbonate	15,000	Pounds	\$0.00	\$0.00
6	Isocyanuric Acid	3,000	Pounds	\$0.00	\$0.00
TOTAL					\$7,320.00



City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

[CHEMSOL SERVICES INC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-6

[Annual Pool Chemical Supplies & Delivery](#)

RESPONSE DEADLINE: January 14, 2025 at 3:00 pm

Report Generated: Thursday, May 15, 2025

Chemsol Services Inc Response

CONTACT INFORMATION

Company:

Chemsol Services Inc

Email:

robinodom@chemsolservices.com

Contact:

Robin Odom

Address:

PO Box 533207

Harlingen, TX 78553

Phone:

(956) 440-7408

Website:

www.chemsolservices.com

Submission Date:

Dec 19, 2024 1:19 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 8, 2025 8:19 AM by Robin Odom

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Pass

Please attach the insurance certificate

COI_INFO_ONLY.pdf

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Company_Providing_Proposal_General_Questionnaire.pdf

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- [SENATE BILL 13 VERIFICATION...](#)

Senate_Bill_13_Verification.pdf

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Senate_Bill_19_Verification.pdf

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- [CITY OF EDINBURG NONCOLLUSI...](#)

Noncollusion_Affidavit_of_Prime_Bidder.pdf

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Conflict_of_Interest_Questionnaire.pdf

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Yes

PRICE TABLES

ANNUAL POOL CHEMICALS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sodium Hypochlorite 10%	15,500	Gallons	\$6.75	\$104,625.00
2	Sodium Hypochlorite 12.5%	5,250	Gallons	\$4.50	\$23,625.00
3	Hydrochloric Acid	5,500	Gallons	\$4.65	\$25,575.00
4	Calcium Hypochlorite	3,000	Pounds	\$2.45	\$7,350.00
5	Sodium Bicarbonate	15,000	Pounds	\$0.65	\$9,750.00
6	Isocyanuric Acid	3,000	Pounds	\$4.20	\$12,600.00
TOTAL					\$183,525.00



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

AWARDING OF BIDS

Agenda Item No: 11.B.

Bid# 2025-14 Thermoplastic Pavement Marking Installation

1. Agenda Item:

Consider Awarding Bid No. 2025-14, Thermoplastic Pavement Marking Installation and Removal to Pavement Markings, Inc. for the Total Base Bid of \$104,082.60 for the Striping Improvements to the Edinburg Downtown Square Along State Highway 107 and US Business 83. [Tomas D. Reyna, Assistant City Manager]

2. Description:

As per the Interlocal agreement between the City of Edinburg and Hidalgo County for the New traffic control Striping Around the Court House Square. The City agrees to procure and implement the striping at the designated location, install all provided signage, and implement the traffic signal timing plans supplied by the County. The City will begin the project no later than May 1, 2025, and complete it by September 30, 2025. Any unused portion of the County's contribution shall be returned within thirty (30) days of either project completion or the conclusion of this agreement. The City shall be responsible for any project costs exceeding the County's contribution.

On Tuesday, May 13, 2025, bids were opened for Bid No. 2025-14, Thermoplastic Pavement Marking Installation and Removal. A total of two (2) bids were received and opened. After review and tabulation, staff recommends awarding Bid No. 2025-14, Thermoplastic Pavement Marking Installation and Removal to Pavement Marking Inc., the lowest responsible bidder. Staff has verified that no monies are owed to the City by Pavement Marking Inc.

Below is the list of contractors who responded to the bid:

Pavement Marking Inc.

Valley Striping Corp.

Funding is available through the Hidalgo County Interlocal Agreement for the Striping Improvements to the Edinburg Downtown Square.

3. Staff's Recommendation:

Approve Awarding Bid No. 2025-14, Thermoplastic Pavement Marking Installation and Removal to Pavement Markings, Inc. for the Total Base Bid of \$104,082.60 for the Striping Improvements to the Edinburg Downtown Square Along State Highway 107 and US Business 83.

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City
Manager

Attachments:

- A. Thermoplastic Pavement Markings Installation and Removal Bid Tab
- B. Bidder's List-Thermoplastic Pavement Marking Installation and Removal
- C. [PAVEMENT MARKINGS, INC] Response Document Report

- D. [Valley Striping Corp] Response Document Report 1
- E. Agreement for Thermoplastic Pavement Marking Downtown Square 5.15.25

Thermoplastic Pavement Markings Installation and Removal				PAVEMENT MARKINGS, INC		Valley Striping Corp	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	18200	LF	\$.30	\$5,460.00	\$.60	\$10,920.00
2	ELIMINATE EXISTING PAV MRK & MRKS (8").	1650	LF	\$.90	\$1,485.00	\$1.20	\$1,980.00
3	ELIMINATE EXISTING PAV MRK & MRKS (12").	4350	LF	\$1.00	\$4,350.00	\$3.00	\$13,050.00
4	ELIMINATE EXISTING PAV MRK & MRKS (24").	935	LF	\$5.00	\$4,675.00	\$6.00	\$5,610.00
5	ELIMINATE EXISTING PREFAB MRK (SINGLE ARROWS)	37	EA	\$50.00	\$1,850.00	\$65.00	\$2,405.00
6	ELIMINATE EXISTING PREFAB MRK (DOUBLE ARROWS)	16	EA	\$100.00	\$1,600.00	\$130.00	\$2,080.00
7	ELIMINATE EXISTING PREFAB MRK (WORDS)	13	EA	\$80.00	\$1,040.00	\$130.00	\$1,690.00
8	REFL PAV MRK TY I (WHITE) 8" (DOTTED)(100MIL)	200	LF	\$3.20	\$640.00	\$2.00	\$400.00
9	REFL PAV MRK TY I (WHITE) 8" (SOLID)(100MIL)	1495	LF	\$2.80	\$4,186.00	\$2.00	\$2,990.00
10	REFL PAV MRK TY I (WHITE) 24" (SOLID)(100MIL) STOP BAR	4105	LF	\$6.40	\$26,272.00	\$6.00	\$24,630.00
11	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	24	EA	\$220.00	\$5,280.00	\$180.00	\$4,320.00
12	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	7	EA	\$390.00	\$2,730.00	\$360.00	\$2,520.00
13	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	3	EA	\$280.00	\$840.00	\$180.00	\$540.00
14	REFL PAV MRK TY B (WHITE) (WORD- ONLY).	24	EA	\$240.00	\$5,760.00	\$250.00	\$6,000.00
15	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES	24	EA	\$38.00	\$912.00	\$45.00	\$1,080.00
16	PAVEMENT SEALER 8"	1850	LF	\$.45	\$832.50	\$.50	\$925.00
17	PAVEMENT SEALER 24"	4105	LF	\$1.00	\$4,105.00	\$1.50	\$6,157.50
18	REFL PAVE MARK TY 1-C. ALL COMPLETE IN PLACE	133	EA	\$4.80	\$638.40	\$4.00	\$532.00
19	REFL PAVE MARK TY II-A-A. ALL COMPLETE IN PLACE	1350	EA	\$3.80	\$5,130.00	\$4.00	\$5,400.00
20	WK ZN PAV MRKS SHT TERM TAB TY W	669	EA	\$.90	\$602.10	\$2.00	\$1,338.00
21	WK ZN PAV MRKS SHT TERM TAB TY Y-S	662	EA	\$.90	\$595.80	\$2.00	\$1,324.00
22	PAVEMENT SEALER 6"	19760	LF	\$.32	\$6,323.20	\$.30	\$5,928.00
23	REFL PAVE MARK TY I W 6" (DOT) (100 MIL)	155	LF	\$3.40	\$527.00	\$1.05	\$162.75
24	(PAVEMENT SEALER ARROW)	24	EA	\$20.00	\$480.00	\$60.00	\$1,440.00
25	(PAVEMENT SEALER WORD)	24	EA	\$30.00	\$720.00	\$60.00	\$1,440.00
26	(PAVEMENT SEALER DBL ARROW)	7	EA	\$40.00	\$280.00	\$80.00	\$560.00
27	(PAVEMENT SEALER TPL ARROW)	3	EA	\$20.00	\$60.00	\$60.00	\$180.00
28	(PAVEMENT SEALER YLD TRI)	24	EA	\$10.00	\$240.00	\$10.00	\$240.00
29	RE PM W/RET REQ TY I (W) 6" (BRK)(100 MIL)	810	LF	\$1.20	\$972.00	\$1.25	\$1,012.50
30	RE PM W/RET REQ TY I (W) 6" (SLD)(100 MIL)	5450	LF	\$.85	\$4,632.50	\$1.25	\$6,812.50
31	RE PM W/RET REQ TY I (Y) 6" (SLD)(100 MIL)	13500	LF	\$.65	\$8,775.00	\$1.25	\$16,875.00
32	(PAV SURF PREP FOR MRK 6")	19760	LF	\$.01	\$197.60	\$.30	\$5,928.00
33	(PAV SURF PREP FOR MRK 8")	1850	LF	\$.10	\$185.00	\$.40	\$740.00
34	(PAV SURF PREP FOR MRK 24")	4105	LF	\$.30	\$1,231.50	\$1.80	\$7,389.00
35	(PAV SURF PREP FOR MRK ARROW)	47	EA	\$5.00	\$235.00	\$30.00	\$1,410.00
36	(PAV SURF PREP FOR MRK WORD)	24	EA	\$5.00	\$120.00	\$30.00	\$720.00
37	(PAV SURF PREP FOR MRK 18"YLD TRI)	24	EA	\$5.00	\$120.00	\$2.50	\$60.00
	Total				\$104,082.60		\$146,789.25

Email Addresses:	
rye.dugosh@whitecap.com	barney@earlsconstruction.net
debbiegarc20@gmail.com	echolsenvironmental@gmail.com
apthao@mmm.com	STRIPINGSOLUTION@GMAIL.COM
aflores@aacable.com	jenny@elementtrafficservices.com
cherri@a1buildingsupply.com	dl-ts-contracts@ppg.com
adam@houstonpressurewash.com	ava@egcatx.com
noma@abxindustries.com	kirt.tillman@gmail.com
wayne@acumen-enterprises.com	fourseasonscs1@yahoo.com
agonzalez@ag3-group.com	renee@firemanspaving.com
agb@agro-mech.com	contracts@gevekomarkings.us
ravalos@ajcommserv.com	bids@globelectric.com
greg@alamocityconstructors.com	deborah@questami.com
cheryl@clarkpave.com	hornscREWhornscREW@yahoo.com
renee@alamottrafficsupply.com	mary@houstonchemsafe.com
dgamboa@apachebarricade.com	gladys.delagarza@ibvi.org
trafficsafety@aramsco.com	jay@jm-engineer.com
kevin@ascreteinc.com	admin@k3salesandservices.com
navellgarcia@yahoo.com	harshad.patel@khcd.com
anthony.amato@awpsafety.com	kp@klpsupply.com
marketing@aztecadesigns.com	Amanda@KLearthmovers.com
carmen@weraccurate.com	Jesse@lovesmanagement.com
alvarezstriping@yahoo.com	info@m2federal.com
bbpavementmarkings@yahoo.com	maltbybuilders@sbcglobal.net
Blakebrooks@b2conglomerate.com	mlp@att.net
amrodriguez@barricadesunlimited.com	cassandra@moorefinancialsolutions.net
estimating@braun-butler.com	clark@myersconcrete.com
Debbie@brazosbrite.com	marqueepropertyservices1@gmail.com
ashley@breezydayllc.com	info@nechemyasolutions.com
john@brospressurewashing.com	deann@ntscontractors.com
cathy.cksalesandservices@gmail.com	INFO@NWCURBS.COM
agarza@vsstx.net	pantaenterprise@outlook.com
seery@capital-tx.com	Keys@passionstance.com
bvela@carconindustries.com	bids@pathmark.net
jarmarwalaym@cdmsmith.com	villerg37@aol.com
shane.richmond@clsusa.com	elise.carranza@pilgrimcontractorsinc.com
annie@clarkpave.com	Devon.Sankar@PivotalInd.com
bids@cmcgov.com	bids@preform.us
chris@cmdei.com	propessurewashing@gmail.com
ldurst@cornerstonetx.net	rfps@prestigeBMS.com
heidi@cpcsigns.com	prosweepamarillo@gmail.com
jwcampos@camposengineering.com	dw@proema.management

shane@dlbinc.net	kingsley@primetimegroupinc.com
decoulant@gmail.com	emelchor@prosealservice.com
divinepros@queenbydesign.com	contact@redcreekco.com
srh@dksassociates.com	cmitchum@RedEagleTexas.onmicrosoft.com
anel.canto@dolphinwebdynamics.com	rhtxconstruction@gmail.com
Reign.Construction@outlook.com	royaletransport@hotmail.com
ofcmgr@safetyzonespecialists.com	texasprecisionstriping@gmail.com
priddy@sheffieldsafety.com	sara@titanmillinginc.com
siroccologistics01@gmail.com	catanmo@bakken-er.com
johnm@stlb.net	smilentz@trafco.net
atyler@stripesandstops.com	keith@thmtx.com
Brginvoicing@gmail.com	robe@trpconstructiongroup.com
sales@supremepowerwash.com	ianlee@twincresttech.com
roseann.meredith@swarco.com	kaye.morgan@tymco.com
roseann.meredith@swarco.com	debbie@trinity-tape.com
JEFF@SYNERGYSIGNS.COM	lenzyucs@swbell.net
nick@semperstriping.com	VALLEYSTRIPING@YAHOO.COM
asmith@tfharper.com	gcwenzel@juno.com
Region5-MS@tapconet.com	jfaughn@traficoplans.com
striping@lonestarpavementservices.com	colekut4@gmail.com
jeremy.hemmings@texasmaterials.com	info@wilsonbuildingservice.com
txpatcont@gmail.com	ed@woodcreekoutreach.org
villerg37@aol.com	hurley@pmstripe.com
valleystriping@yahoo.com	



City of Edinburg
City Manager
Myra Ayala, City Manager
415 W. University Drive, Edinburg, TX 78541

[PAVEMENT MARKINGS, INC] RESPONSE DOCUMENT REPORT

ITB No. 2025-14

Thermoplastic Pavement Marking Installation and Removal

RESPONSE DEADLINE: May 13, 2025 at 3:30 pm

Report Generated: Thursday, May 15, 2025

PAVEMENT MARKINGS, INC Response

CONTACT INFORMATION

Company:

PAVEMENT MARKINGS, INC

Email:

villerg37@aol.com

Contact:

CASSANDRA VILLESAS

Address:

7010 N FM 493
Donna, TX 78537

Phone:

(956) 464-0009

Website:

N/A

Submission Date:

May 13, 2025 1:34 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Thermoplastic_Pavement_Marking_Installation_and_Removal-1-1.pdf

2. If you have any proprietary documents, please attach the redacted document here.

20021509_00023970_20250513091048.pdf

KDha1FNH.pdf

AdFhjFx0.pdf

Default-2.pdf

Default-3.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

coi_pave_edinburg.pdf

4. Required Forms

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Litigation_Disclousre_Form_(1).pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

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.

Please download the below documents, complete, and upload.

- [CITY OF EDINBURG NONCOLLUSI...](#)

Non_Collusion.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- [HOUSE BILL 89 VERIFICATION.pdf](#)

House_Bill_89_(3).pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 13 VERIFICATION...](#)

Senate_Bill_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 19 VERIFICATION...](#)

Senate_Bill_19.pdf

Senate_Bill_19.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Form_1295_City_Of_Edinburg.pdf

Doc-63.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

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 <https://www.ethics.state.tx.us/filinginfo/1295/>

Yes

PLEASE ENSURE THAT TARIFFS RELATED TO THIS SOLICITATION ARE INCLUDED IN THE PRICE, IF APPLICABLE.*
Confirmed

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- [B - Past Performance Evalua...](#)

DOC_12052025164523.pdf

B_-_Past_Performance_Evaluation-2.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- [C - Bid Bond - SECTION 0131...](#)

doc20250512154655.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*

Please download the below documents, complete, and upload.

- [D - Statement of Bidders Qu...](#)

D_Bidder_Qualification.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*

Please download the below documents, complete, and upload.

- [E - Certificate of Bidders ...](#)

Doc_E_Cert_Of_Bidder_Exp.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- [F - Equipment & Material Li...](#)

F_Equip_And_Material.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- [G - Non Bribery Model Form ...](#)

G_Non_Brinery_Form.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- [K - Performance Bond.pdf](#)

doc20250512154655.pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*

Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- [L - Payment Bond.pdf](#)

doc20250512154655.pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*

Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- [M - Affidavit of Insurance ...](#)

M_Affidaviat_Of_Ins.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- [N - Form of Business Docume...](#)

N_Form_Of_Business.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- [O - Certificate Regarding D...](#)

O_Cert_Of_Debatment.pdf

PRICE TABLES

THERMOPLASTIC PAVEMENT MARKINGS INSTALLATION AND REMOVAL

[PAVEMENT MARKINGS, INC] RESPONSE DOCUMENT REPORT
ITB No. 2025-14
Thermoplastic Pavement Marking Installation and Removal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	18,200	LF	\$0.30	\$5,460.00
2	ELIMINATE EXISTING PAV MRK & MRKS (8").	1,650	LF	\$0.90	\$1,485.00
3	ELIMINATE EXISTING PAV MRK & MRKS (12").	4,350	LF	\$1.00	\$4,350.00
4	ELIMINATE EXISTING PAV MRK & MRKS (24").	935	LF	\$5.00	\$4,675.00
5	ELIMINATE EXISTING PREFAB MRK (SINGLE ARROWS)	37	EA	\$50.00	\$1,850.00
6	ELIMINATE EXISTING PREFAB MRK (DOUBLE ARROWS)	16	EA	\$100.00	\$1,600.00
7	ELIMINATE EXISTING PREFAB MRK (WORDS)	13	EA	\$80.00	\$1,040.00
8	REFL PAV MRK TY I (WHITE) 8" (DOTTED)(100MIL)	200	LF	\$3.20	\$640.00
9	REFL PAV MRK TY I (WHITE) 8" (SOLID)(100MIL)	1,495	LF	\$2.80	\$4,186.00
10	REFL PAV MRK TY I (WHITE) 24" (SOLID)(100MIL) STOP BAR	4,105	LF	\$6.40	\$26,272.00
11	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	24	EA	\$220.00	\$5,280.00
12	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	7	EA	\$390.00	\$2,730.00
13	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	3	EA	\$280.00	\$840.00
14	REFL PAV MRK TY B (WHITE) (WORD- ONLY).	24	EA	\$240.00	\$5,760.00
15	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES	24	EA	\$38.00	\$912.00
16	PAVEMENT SEALER 8"	1,850	LF	\$0.45	\$832.50

[PAVEMENT MARKINGS, INC] RESPONSE DOCUMENT REPORT
ITB No. 2025-14
Thermoplastic Pavement Marking Installation and Removal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	PAVEMENT SEALER 24"	4,105	LF	\$1.00	\$4,105.00
18	REFL PAVE MARK TY 1-C. ALL COMPLETE IN PLACE	133	EA	\$4.80	\$638.40
19	REFL PAVE MARK TY II-A-A. ALL COMPLETE IN PLACE	1,350	EA	\$3.80	\$5,130.00
20	WK ZN PAV MRKS SHT TERM TAB TY W	669	EA	\$0.90	\$602.10
21	WK ZN PAV MRKS SHT TERM TAB TY Y-S	662	EA	\$0.90	\$595.80
22	PAVEMENT SEALER 6"	19,760	LF	\$0.32	\$6,323.20
23	REFL PAVE MARK TY I W 6" (DOT) (100 MIL)	155	LF	\$3.40	\$527.00
24	(PAVEMENT SEALER ARROW)	24	EA	\$20.00	\$480.00
25	(PAVEMENT SEALER WORD)	24	EA	\$30.00	\$720.00
26	(PAVEMENT SEALER DBL ARROW)	7	EA	\$40.00	\$280.00
27	(PAVEMENT SEALER TPL ARROW)	3	EA	\$20.00	\$60.00
28	(PAVEMENT SEALER YLD TRI)	24	EA	\$10.00	\$240.00
29	RE PM W/RET REQ TY I (W) 6" (BRK)(100 MIL)	810	LF	\$1.20	\$972.00
30	RE PM W/RET REQ TY I (W) 6" (SLD)(100 MIL)	5,450	LF	\$0.85	\$4,632.50
31	RE PM W/RET REQ TY I (Y) 6" (SLD)(100 MIL)	13,500	LF	\$0.65	\$8,775.00
32	(PAV SURF PREP FOR MRK 6")	19,760	LF	\$0.01	\$197.60

[PAVEMENT MARKINGS, INC] RESPONSE DOCUMENT REPORT
ITB No. 2025-14
Thermoplastic Pavement Marking Installation and Removal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
33	(PAV SURF PREP FOR MRK 8")	1,850	LF	\$0.10	\$185.00
34	(PAV SURF PREP FOR MRK 24")	4,105	LF	\$0.30	\$1,231.50
35	(PAV SURF PREP FOR MRK ARROW)	47	EA	\$5.00	\$235.00
36	(PAV SURF PREP FOR MRK WORD)	24	EA	\$5.00	\$120.00
37	(PAV SURF PREP FOR MRK 18"YLD TRI)	24	EA	\$5.00	\$120.00
TOTAL					\$104,082.60

INVITATION FOR BID
2025-14
THERMOPLASTIC PAVEMENT MARKING INSTALLATION AND
REMOVAL

City of Edinburg
415 W. University Drive
Edinburg, TX 78541



RELEASE DATE: April 23, 2025

DEADLINE FOR QUESTIONS: May 2, 2025

RESPONSE DEADLINE: May 13, 2025, 3:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/cityofedinburg>

City of Edinburg
INVITATION FOR BID

Thermoplastic Pavement Marking Installation and Removal

- I. Introduction.....Type text here.....
- II. Legal Notice
- III. Instructions, Terms and Conditions.....
- IV. Specifications.....
- V. Vendor Questionnaire.....
- VI. Pricing Proposal

Attachments:

B - Hidalgo_County_Plans_Of_Proposed_Interim_Traffic_Control_Phase_1_-_Signed_Documents

C - Agreement for Thermoplastic Pavement Marking Downtown Square 4.15

1. Introduction

1.1. Summary

The City of Edinburg Public Works Department is requesting bids to apply thermoplastic markings within the city limits.

1.2. Contact Information

Lazaro Ayala

Assistant Director

1201 N. Doolittle Rd

Edinburg, TX 78541

Email: layala@cityofedinburg.com

Phone: [\(956\) 388-8210](tel:(956)388-8210) Ext: 1413

Department:

Public Works

Department Head:

Vincent Romero

Public Works Director

1.3. Timeline

Release Project Date	April 23, 2025
Pre-Bid Meeting (Non-Mandatory)	April 25, 2025, 10:00am The Pre-Bid Meeting will be held via zoom: Join Zoom Meeting https://cityofedinburg.zoom.us/j/82778624519?pwd=NrmCHt54HgRVOEAWsCxmVqUFonPYDV.1 Meeting ID: 827 7862 4519 Passcode: 935522
Question Submission Deadline	May 2, 2025, 5:00pm
Bid Submission Deadline	May 13, 2025, 3:30pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed bids from qualified vendors for Thermoplastic Pavement Marking Installation and Removal.

Sealed Bids must be submitted electronically or received by the City Secretary's Office no later than:

3:30 pm, Tuesday, May 13, 2025.

All sealed Bids must be received either electronically or at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All Bids will be opened, and bidder's names publicly read aloud promptly in the Emergency Operations Center (EOC) located inside the Edinburg Fire Department, 212 West McIntyre Street, Edinburg, TX, at 3:30 pm, Tuesday, May 13, 2025.

To obtain a copy of the Invitation to Bid or submit an electronic Bid please visit:

<https://procurement.opengov.com/portal/cityofedinburg>

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg BID No. 2025-14" to 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. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids to:

If submitting Electronic: <https://procurement.opengov.com/portal/cityofedinburg>

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

BID No. 2025-14

If you have any questions or require additional information contained the Bid, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Friday, May 2, 2025.

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

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Thermoplastic Pavement Marking Installation and Removal

INTENT

The services to be provided under this Bid shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for Bid. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive.** Each Bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. Bids submitted by facsimile (fax) will not be accepted. Submittal of an Bid in response to this solicitation constitutes an offer by the respondent. Once submitted, Bids become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any Bid regardless of whether that respondent/firm is selected. Submission of a Bid in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City and the successful respondent otherwise. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg before the deadline day and hour. No late Bids will be accepted. Failure to meet Bid requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic: <https://procurement.opengov.com/portal/cityofedinburg>

TIME ALLOWED FOR ACTION TAKEN

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

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all Bids, 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

Bidders are advised that the City of Edinburg shall not allow the successful bidder to sell, assign, transfer, or convey any part of any contract resulting from this Bid in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Bidders are advised that the City of Edinburg is soliciting Bids and award shall be made to the bidder that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written Bids. The City also reserves the right to request oral interviews.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this Bid.

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.

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.

NO RESPONSE TO BID

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

LIST OF EXCEPTIONS

The bidder shall attach to his/her Bid 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

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for Thermoplastic Pavement Marking Installation and Removal as specified.

RESPONDENT'S EMPLOYEES

Neither the Bidder 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 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 Manager, 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 Bids shall be directed to the e-procurement portal as outlined in the Bid. 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 and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

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.

Bidders shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Bidder to influence the selection process by any means, other than disclosure of Bids and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

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

Bidder's past performance shall be taken into consideration in the evaluation of Bid 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 ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

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.

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.

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful bidder 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 bidder 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.

ADDENDA AND MODIFICATIONS

Bidder shall carefully examine the Bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal: <https://procurement.opengov.com/portal/cityofedinburg> 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 available thru the e-procurement portal, and e-mailed, 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 if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(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 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 <https://procurement.opengov.com/portal/cityofedinburg>

BID PREPARATION COSTS

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.

EQUAL EMPLOYMENT OPPORTUNITY

Bidder 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 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 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 Bidder shall give full names and addresses of all partners. All partners shall execute the Bid. Partnership and Individual Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each 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.

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. \$0.65\$

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

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.

3.2. 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.

3.3. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

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

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

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

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

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

4. Specifications

4.1. Bid Solicitation for Thermoplastic Pavement Marking Installation and Removal

All markings shall be applied in an extruded method using a push behind hand liner applicator or an approved equal and require a sealer application before striping. The thermoplastic application shall have a .100 mil thickness finished with glass beads to meet TXDOT specifications for thermoplastic markings. The City of Edinburg is requiring installation of PAVEMENT MARKINGS to various job sites located within the City of Edinburg limits within 24 to 48 hours of request.

Contractor MUST PROVIDE for any necessary traffic control required to perform the work.

4.2. PART 1 GENERALEXTRUDED THERMOPLASTIC PAVEMENT MARKINGS

1.01 DESCRIPTION

- A. This item of work shall consist of furnishing and placing extruded thermoplastic pavement marking material at locations shown on the plans or as directed by the Engineer.
- B. When applied properly and at the designated thickness and width the markings shall, upon cooling, be reflectorized and able to resist deformation by traffic. The applied material shall be impervious to degradation.

4.3. PART 2 PRODUCTS

2.01 MATERIALS

- A. All materials furnished shall be in accordance with DMS-8220, "Hot Applied Thermoplastic."
- B. The thermoplastic material shall be homogenously composed of pigment, filler, resins, and glass reflectorizing beads.

4.4. PART 3 EXECUTION

3.01 APPLICATION

A. All material placement shall be in accordance with the material manufacturer's instructions, unless otherwise directed in writing by the Engineer. In addition to the manufacturer's instructions, place materials in accordance with the weather, moisture and temperature requirements of this Item.

B. **Placement Limitations:**

1. Weather: Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all cost associated with replacing the markings if required.

2. **Moisture:** Apply material to pavement that is completely dry. Pavement will be considered dry if, on a sunny day after 15 min., no condensation occurs on the underside of a 1-ft.-square piece of clear plastic that has been placed on the pavement and weighted on the edges.

3. **Temperature:** Follow pavement and ambient air temperature requirements recommended by the material manufacturer. If the material manufacturer establishes no temperature requirements, do not place material if the pavement temperature is below 60°F or above 120°F.

C. Surface Preparation: The contractor shall be responsible for pre-marking all the work. Outline/pre-mark the area where the markings will be placed using a chalk line, crayon or paint approved by the Engineer. Prepare surface by any approved cleaning method that effectively removes contaminants, loose materials, and conditions deleterious to proper adhesion. Prepare surfaces further after cleaning by sealing or priming as recommended by the pavement marking material manufacturer or as directed. Use adhesive, when required, of the type and quality recommended by the pavement marking material manufacturer.

D. Performance Requirements:

1. **Adhesion:** Markings do not lift, shift, smear, spread, flow, or tear by traffic action.
2. **Appearance:** Markings present a neat, uniform appearance that is free of excessive adhesive, ragged edges, and irregular lines or contours.
3. **Visibility:** Markings have uniform and distinctive retro-reflectance when inspected in accordance with Tex-828-B.

E. Performance Period: All markings and replacement markings must meet the requirements of this Item for at least 15 calendar days after installation. Remove all pavement markings that fail to meet requirements and replace at the Contractor's expense. Replace failing markings within 30 days of notification.

3.02 APPLICATION

A. Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all cost associated with replacing the markings if required.

B. Apply markings on pavement surfaces that are clean, completely dry and passes the following test:

- Place a sample of the thermoplastic material on a piece of tarpaper placed on the pavement. Allow material to cool to ambient temperature and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.

C. The thermoplastic markings shall not be installed over a longitudinal joint, **temporary tabs** or seams.

D. The contractor shall be responsible for pre-marking all the work. Outline/Premark the area where the markings will be placed using a chalk line, crayon or paint approved by the Engineer.

E. Any changes in the alignment of markings that do not correspond to the plans must be approved by the Engineer.

F. Finished markings must have well-defined edges and lateral deviation shall not exceed more than 1 inch per 200 feet; free of abrupt deviations and must meet the requirements of TEX-828-B.

4.5. PART 4 MEASUREMENT

4.01 MEASUREMENT

A. This Item will be measured by the linear foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

B. The quantity to be paid is the quantity installed and approved as shown in the proposal. Additional measurements or calculations will be made if adjustments of quantities are required.

C. When not listed as a separate bid item, removal of temporary tabs shall be considered incidental work.

4.02 PAYMENT

A. Payment will be full compensation for all material, labor, equipment, tools, and incidental items necessary to complete the work. Payment shall be made on a unit rate or lump sum basis as shown in the bid proposal.

4.6. PART 1 GENERAL RAISED PAVEMENT MARKINGS

1.01 DESCRIPTION

A. This item of work shall consist of furnishing and installing raised pavement markers of the Types shown on the plans.

1.02 REFERENCES

The latest edition of the referenced item below shall be used.

A. Texas Manual on Uniform Traffic Control Devices (TMUTCD)

B. Texas Department of Transportation (TxDOT) Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges Item 672 "Raised Pavement Markers."

C. Texas Department of Transportation (TxDOT) Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges Item 678 "Pavement Surface Preparation for Markings".

D. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4100, Juggle Bar Tiles.

E. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4200, Raised Markers (Reflectorized).

F. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4300, Traffic Buttons.

G. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-6100, Epoxies and Adhesives.

H. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-6130, Bituminous Adhesives for Pavement Markers.

I. Texas Department of Transportation (TxDOT) Test Procedure TEX-828-B.

4.7. [PART 2 PRODUCTS](#)

2.01 MATERIALS

Raised Markers

A. Furnish raised pavement markers meeting the requirements of the following Material Specifications:

- Reflectorized Pavement Markers. DMS-4200, "Pavement Markers (Reflectorized)," types I-A, I-C, I- R, II-A-A, II-B-B, and II-C-R.

The following are descriptions for each type of raised pavement marker

- **Type I-A:** Type I-A must contain an approach face that retro-reflects amber light. The body other than the retro-reflective face must be yellow.
- **Type I-C:** Type I-C must contain an approach face that retro-reflects white light. The body, other than the retro-reflective face must be white or silver-white.
- **Type I-R:** Type I-R must contain a trailing face that retro-reflects red light. The body, other than the retro-reflective face must be white or silver-white.
- **Type II-A-A:** Type II-A-A must contain two retro-reflective faces (approach and trailing) each that retro-reflect amber light. The body, other than the retro-reflective faces, must be yellow.
- **Type II-B-B:** Type II-B-B must contain two retro-reflective faces (approach and trailing) each that retro-reflect blue light. The body, other than the retro-reflective faces, must be blue (Fire Hydrant Markings).
- **Type II-C-R:** Type II-C-R must contain two retro-reflective faces, an approach face that retro-reflects white light and a trailing face that retroreflects red light. The body, other than the retro-reflective faces, must be white or silver-white.

Traffic Buttons

Furnish raised pavement markers meeting the requirements of the following Material Specifications:

- **DMS-4300:** "Traffic Buttons"

The following are descriptions for each type of Traffic Button:

- **Type W:** Type W has a white body and no reflective faces.
- **Type Y:** Type Y has a yellow body and no reflective faces.

C. Jiggle Bar Tiles

Furnish Jiggle Bar Tiles meeting the requirements of the following Material Specifications:

- **DMS-4100:** "Jiggle Bar Tiles"
- **DMS-6100:** "Epoxies and Adhesives."
- **DMS-6130:** "Bituminous Adhesive for Pavement Marker

4.8. PART 3 EXECUTION

3.01 GENERAL

- A. All work shall be done in accordance with the Contract, Specifications, Drawings, TMUTCD, manufacturer recommendations, and industry standards. In the event that one requirement conflicts with another the more stringent requirement shall be followed, unless directed otherwise by the ENGINEER.
- B. The contractor shall obtain approval of the sequencing of the work and estimate the daily production.
- C. If the roadway is currently open to traffic, the placement of markings shall minimally interfere with the operations of the roadway.
- D. Use traffic control as shown on the plans and/or as directed by the ENGINEER.

4.9. SURFACE PREPARATION

- A. Prepare the pavement surface for the pavement markings as recommended by the manufacturer, TxDOT Item 678, show on the Drawings, and/or as directed by the ENGINEER.
- B. Ensure that the bond surfaces are free of dirt, curing compound, grease, oil, moisture, loose or unsound pavement markings, and any other material that would adversely affect the adhesive bond.
- C. Remove all debris and loose material from pavement surface by sweeping, air blasting, or as recommended by the manufacturer, indicated on the plans or by the ENGINEER.

4.10. ALIGNMENT & POSITIONING

- A. Establish pavement marking guides to mark the lateral location of raised pavement markers as shown on the plans and as directed. Do not make permanent marks on the roadway for the guides.

- B. Furnish raised pavement Markers for each class from the same manufacturer. Place raised pavement markers on the new asphaltic concrete surface or surface treatment only after the new surface has aged at least 14 days.
- C. Place raised pavement markers in proper alignment with the guides. ~~Acceptable~~ placement deviations are shown on the plans.
- D. Alignment and positioning of pavement markers shall be such that the reflective faces are aligned for proper visibility:
 - 1. Type II: Markers shall be positioned so that the direction of reflection of the (1) face shall be directly opposite to the direction of flection of the other face and be visible to the intended traffic.
 - 2. Type I-C: Markers shall have clear reflector face towards traffic.
 - 3. Type II C-R: Markers shall have the clear face toward the normal traffic flow and the red face towards wrong-way traffic.
- E. Pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
- F. All pavement markers not placed in accordance with the Plans or as directed by the ENGINEER shall be removed by the CONTRACTOR at their expense.

4.11. APPLICATION

- A. Use the following adhesive materials for placement of raised pavement markers unless otherwise shown on the plans:
 - Epoxy adhesive for plowable reflectorized pavement markers.
 - Bituminous adhesive for jiggle bar tile; reflectorized pavement markers described in DMS-4200, "Pavement Markers (Reflectorized)"; and traffic buttons on bituminous pavements.
 - Epoxy adhesive for jiggle bar tile, reflectorized pavement markers described in DMS-4200, and traffic buttons on hydraulic cement concrete pavements.
- B. Apply adhesives in sufficient quantity to ensure that 100% of the bonding area of raised pavement markers is in contact with the adhesive, and that raised pavement markers, except for plowable markers, are seated on a continuous layer of adhesive and not in contact with the pavement surface.
- C. Apply adhesives in accordance with manufacturer's recommendations unless otherwise required by this specification. Apply bituminous adhesive only when pavement temperature and raised pavement marker temperature are 40°F or higher. Do not heat bituminous adhesive above 400°F. Agitate bituminous adhesive to ensure even heat distribution.

D. Furnish raised pavement markers free of rust, scale, dirt, oil, grease, moisture, and contaminants that might adversely affect the adhesive bond. Place raised pavement markers immediately after the adhesive is applied and ensure proper bonding. Do not use adhesives or any other material that impairs the functional retro-reflectivity of the raised pavement markers.

4.12. REMOVING EXISTING RAISED PAVEMENT MARKINGS

A. Equipment.

1. Furnish and maintain equipment in good working condition.
2. Equipment shall be able to eliminate markings on concrete and asphaltic surfaces in such a manner that the color and texture of the pavement surface will be held to a minimum.
3. Air Blasting Equipment: Use moisture and oil traps to remove all contaminants from blasting air and prevent disposition of moisture, oil, or other contaminants on the roadway surface.

B. Marking Removal. Method of removal may be completed by any of the following:

1. Asphaltic Surfaces

I. Surface Treatment Method:

- Apply surface treatment material at a rate shown on the Plans, as per manufacturers recommendations or as instructed by the ENGINEER.
- Place a surface treatment a minimum of 2ft wide to cover the existing marking.
- Place a surface treatment thin overlay or micro-surfacing a minimum of one (1) lane in width in areas where directional changes of traffic occur or as directed by the ENGINEER.
- All excess material & residue shall be removed completely and disposed of properly in accordance with local, state, and federal regulations.

II. Burn Method:

- Use an approved burning method
- For thermoplastic or prefabricated pavement markings, heat may be applied to remove the bulk of the material prior to blast cleaning. When using heat, avoid spalling pavement surface.
- Sweeping or light blast cleaning may be used to remove minor residue.

III. Blasting Method:

- Use an approved blasting method such as water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as approved.

IV. Mechanical Method:

- Use any mechanical method except for grinding
- Flail milling is acceptable in the removal of markings \$0. \$8,775.00

2. Concrete Surfaces

I. Blasting Method:

- Use an approved blasting method such as water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as approved.

II. Mechanical Method:

- Use any mechanical method except for grinding
- Flail milling is acceptable in the removal of markings

4.13. CLEAN UP

- At all times, the project site shall be kept free of all unnecessary traffic hazards.
- Upon completion of the work, the CONTRACTOR shall remove all rubbish from the work site, and shall clean and restore the area to a manner acceptable to the ENGINEER.
- All damage done by the CONTRACTOR throughout the project limits and duration of work must be repaired.
- Before acceptance, the work site must be neat and in a presentable condition throughout.
- Disposal of materials shall be the responsibility of the CONTRACTOR and completed in accordance to local, state, and federal regulations.

4.14. PERFORMANCE REQUIREMENTS

- Adhesion.** Installed pavement markings shall adhere to the pavement sufficiently to prevent lifting, shifting, smearing, spreading, flowing or tearing by traffic.
- Appearance.** In addition to complying with all requirements listed herein, pavement markings shall present a neat, uniform appearance, and shall be free of unsightly conditions caused by spread of excess adhesive.
- Visibility.** The pavement markings shall have uniform and distinctive retro reflectivity when observed in accordance with TxDOT TEX-828-B.

- D. Observation Period. All material, workmanship and labor furnished shall be covered by manufacturers guarantee and/or warranty for a period of twelve (12) months commencing on final delivery date of materials.

4.15. PERFORMANCE PERIOD

- A. All markings and replacement markings that fail to meet all requirements of this specification and TEX-828-B for a minimum of thirty (30) calendar days after installation shall be replaced by the CONTRACTOR at his expense.

4.16. PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. This Item will be measured by each raised pavement marker of the Type indicated on the bid proposal.

4.02 PAYMENT

- A. Payment will be full compensation for all material, labor, equipment, tools, and incidental items necessary to complete the work. Payment shall be made on a unit rate or lump sum basis as shown in the bid proposal.

5. Vendor Questionnaire

5.1. [Proposal*](#)

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. [If you have any proprietary documents, please attach the redacted document here.](#)

5.3. [Please upload your current insurance certificate.*](#)

Please upload your current insurance certificate.

*Response required

5.4. [Required Forms](#)

5.4.1. [Please fill out and sign the Conflict of Interest Disclosure form and upload here*](#)

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST.pdf](#)

*Response required

5.4.2. [Please fill out and sign the General Questionnaire and upload here*](#)

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

*Response required

5.4.3. [Please fill out the Litigation Disclosure Form and upload here*](#)

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

*Response required

5.4.4. [Please fill out and sign the Non-Collusion Affidavit and upload here*](#)

NON-COLLUSION AFFIDAVIT

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.

Please download the below documents, complete, and upload.

- [CITY OF EDINBURG_NONCOLLUSI...](#)

*Response required

*5.4.5. Please fill out and sign HB 89 and upload here**

HB 89

Type text here

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- [HOUSE BILL 89 VERIFICATION.pdf](#)

*Response required

*5.4.6. Please fill out and sign the Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 13 VERIFICATION...](#)

*Response required

*5.4.7. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 19 VERIFICATION...](#)

*Response required

*5.4.8. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

*Response required

*5.4.9. If awarded the 1295 form will need to be provided**

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 <https://www.ethics.state.tx.us/filinginfo/1295/>

☐ Yes

☐ No

*Response required

5.4.10. *Please ensure that tariffs related to this solicitation are included in the price, if applicable.** ^{\$0.6}

☐ Please confirm

*Response required

5.5. Solicitation Forms

5.5.1. *Please fill out the Past Performance Reference document and upload here.**

Please download the below documents, complete, and upload.

- [B - Past Performance Evalua...](#)

*Response required

5.5.2. *Please fill out and attach the Bid Bond.**

Please download the below documents, complete, and upload.

- [C - Bid Bond - SECTION 0131...](#)

*Response required

5.5.3. *Please fill out the attached Statement of Qualifications**

Please download the below documents, complete, and upload.

- [D - Statement of Bidders Qu...](#)

*Response required

5.5.4. *Please fill out and sign the Cerification of Bidders Experience and Qualifications and upload the document here.**

Please download the below documents, complete, and upload.

- [E - Certificate of Bidders ...](#)

*Response required

5.5.5. *Please fill out, sign, and notarize the Equipment and Material List and upload here.**

Please download the below documents, complete, and upload.

- [F - Equipment & Material Li...](#)

*Response required

5.5.6. *Please fill out and sign the Non Bribery Model Form and upload here.**

Please download the below documents, complete, and upload.

- [G - Non Bribery Model Form ...](#)

*Response required

5.5.7. *Please review the attached Performance Bond form.** \$0

- [K - Performance Bond.pdf](#)

*Response required

5.5.8. *If awarded the Performance Bond will need to be provided.**

☐ Yes

☐ No

*Response required

5.5.9. *Please review the attached Payment Bond form.**

- [L - Payment Bond.pdf](#)

*Response required

5.5.10. *If awarded the Payment Bond will need to be provided.**

☐ Yes

☐ No

*Response required

5.5.11. *Please fill out, sign and notarize the Affidavit of Insurance and upload here.**

Please download the below documents, complete, and upload.

- [M - Affidavit of Insurance ...](#)

*Response required

5.5.12. *Fill out and sign the Form of Business Document and upload here.**

Please download the below documents, complete, and upload.

- [N - Form of Business Docume...](#)

*Response required

5.5.13. *Fill out and sign the Certification Regarding Debarment and upload here.**

Please download the below documents, complete, and upload.

- [O - Certificate Regarding D...](#)

*Response required

6. Pricing Proposal

THERMOPLASTIC PAVEMENT MARKINGS INSTALLATION AND REMOVAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	18,200	LF	\$0.30	\$5,460.00
2	ELIMINATE EXISTING PAV MRK & MRKS (8").	1,650	LF	\$0.90	\$1,485.00
3	ELIMINATE EXISTING PAV MRK & MRKS (12").	4,350	LF	\$1.00	\$4,350.00
4	ELIMINATE EXISTING PAV MRK & MRKS (24").	935	LF	\$5.00	\$4,675.00
5	ELIMINATE EXISTING PREFAB MRK (SINGLE ARROWS)	37	EA	\$50.00	\$1,850.00
6	ELIMINATE EXISTING PREFAB MRK (DOUBLE ARROWS)	16	EA	\$100.00	\$1,600.00
7	ELIMINATE EXISTING PREFAB MRK (WORDS)	13	EA	\$80.00	\$1,040.00
8	REFL PAV MRK TY I (WHITE) 8" (DOTTED)(100MIL)	200	LF	\$3.20	\$640.00
9	REFL PAV MRK TY I (WHITE) 8" (SOLID)(100MIL)	1,495	LF	\$2.80	\$4,186.00
10	REFL PAV MRK TY I (WHITE) 24" (SOLID)(100MIL) STOP BAR	4,105	LF	\$6.40	\$26,272.00
11	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	24	EA	\$220.00	\$5,280.00
12	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	7	EA	\$390.00	\$2,730.00
13	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	3	EA	\$280.00	\$840.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	REFL PAV MRK TY B (WHITE) (WORD-ONLY).	24	EA	\$240.00	\$5,760.00
15	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES	24	EA	\$38.00	\$912.00
16	PAVEMENT SEALER 8"	1,850	LF	\$0.45	\$832.50
17	PAVEMENT SEALER 24"	4,105	LF	\$1.00	\$4,105.00
18	REFL PAVE MARK TY 1-C. ALL COMPLETE IN PLACE	133	EA	\$4.80	\$638.40
19	REFL PAVE MARK TY II-A-A. ALL COMPLETE IN PLACE	1,350	EA	\$3.80	\$5,130.00
20	WK ZN PAV MRKS SHT TERM TAB TY W	669	EA	\$0.90	\$602.10
21	WK ZN PAV MRKS SHT TERM TAB TY Y-S	662	EA	\$0.90	\$595.80
22	PAVEMENT SEALER 6"	19,760	LF	\$0.32	\$6,323.20
23	REFL PAVE MARK TY I W 6" (DOT) (100 MIL)	155	LF	\$3.40	\$527.00
24	(PAVEMENT SEALER ARROW)	24	EA	\$20.00	\$480.00
25	(PAVEMENT SEALER WORD)	24	EA	\$30.00	\$720.00
26	(PAVEMENT SEALER DBL ARROW)	7	EA	\$40.00	\$280.00
27	(PAVEMENT SEALER TPL ARROW)	3	EA	\$20.00	\$60.00
28	(PAVEMENT SEALER YLD TRI)	24	EA	\$10.00	\$240.00
29	RE PM W/RET REQ TY I (W) 6" (BRK)(100 MIL)	810	LF	\$1.20	\$972.00
30	RE PM W/RET REQ TY I (W) 6" (SLD)(100 MIL)	5,450	LF	\$0.85	\$4,632.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
31	RE PM W/RET REQ TY I (Y) 6" (SLD)(100 MIL)	13,500	LF	\$0.65	\$8,775.00
32	(PAV SURF PREP FOR MRK 6")	19,760	LF	\$0.01	\$197.60
33	(PAV SURF PREP FOR MRK 8")	1,850	LF	\$0.10	\$185.00
34	(PAV SURF PREP FOR MRK 24")	4,105	LF	\$0.30	\$1,231.50
35	(PAV SURF PREP FOR MRK ARROW)	47	EA	\$5.00	\$235.00
36	(PAV SURF PREP FOR MRK WORD)	24	EA	\$5.00	\$120.00
37	(PAV SURF PREP FOR MRK 18"YLD TRI)	24	EA	\$5.00	\$120.00
TOTAL \$104,082.60 One hundred four thousand eighty two dollars and sixty cents.					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2025

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).

PRODUCER	San Juan Ins Agency, Inc Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-	CONTACT NAME: COMMERCIAL DEPARTMENT	
		PHONE (A/C, No., Ext): (956)685-1937 FAX (A/C, No.): (956)702-7556	
		E-MAIL ADDRESS: INFOCL@VIP-INS.NET	
INSURED	PAVEMENT MARKINGS INC. & J.F.R.G.V. LTD 7010 N FM 493 Donna TX 78537-	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Burlington Insurance Co.	23620
		INSURER B: Texas Mutual Insurance Co	22945
		INSURER C: Travelers Property Casualty Co	
		INSURER D: Texas Specialty - Houston	
		INSURER E:	
		INSURER F:	

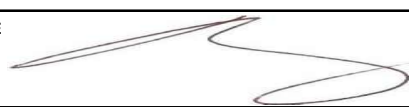
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	ESB-HS-GL-0002069-00	01/22/2025	01/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BA-1N294071-24	06/16/2024	06/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			998BE10991	01/22/2025	01/22/2026	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 N	N/A	X 0012522501-24	06/15/2024	06/15/2025	☒ 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)
Project: 2025-14
THERMOPLASTIC PAVEMENT MARKING INSTALLATION AND REMOVAL

CERTIFICATE HOLDER **CANCELLATION** AI 130999

City of Edinburg 415 W. 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 

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

5/12/2025

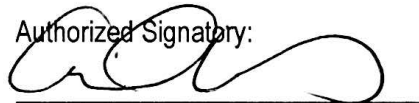
Printed Name and Title:

Cassandra Villescas Vice President

Company/Vendor Name:

PAVEMENT MARKINGS INC

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: PAVEMENT MARKINGS INC
(Full, correct legal name)
- Address: 7010 N FM 493 DONNA, TX 78537

 - Telephone/Fax: 956-464-0009
 - Email address: Villerg37@aol.com
2. 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 ☒ ____
3. Is your Company authorized and/or licensed to do business in Texas? Yes ☒ ____ No ____
4. Where is the Company's corporate headquarters located? Donna, TX
5. 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. _____
6. 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. _____

7. Indicate person whom The CITY may contact concerning your submittal.
- Name: Juan F. "Frank" Villescas 956-373-0545
Address: 7010 N FM 493 DONNA, TX 78537
Telephone: 956-373-0545
Fax: _____
Email: Villerg37@aol.com
8. 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. _____

9. 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. _____

10. Provide any other names under which your business has operated within the last 10 years.

none

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

1. 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.

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Cassandra Villescascas

, being first duly sworn, deposes and says that: (Name)

(1) She is Vice President of PAVEMENT MARKINGS INC., the Bidder that has submitted the attached Bid; (Company)

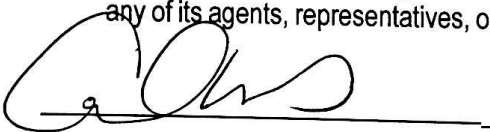
(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign



Title

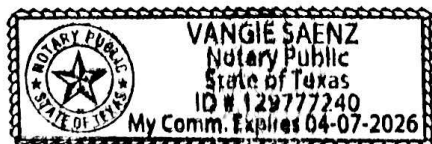
Vice President

Subscribed and sworn to me this 13th day of May 2025

By:

Vangie Saenz

Notary Public



My commission expires

4/7/2024

HOUSE BILL 89 VERIFICATION

I, Cassandra Villescas, the undersigned representative of
PAVEMENT MARKINGS INC, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

**3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

*1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that
is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person
or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary
business purposes; and*

*2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture,
limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary,
majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a
profit.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Cassandra Villescas Vice President

TYPE/PRINT NAME AND TITLE:

5/12/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Cassandra Villescas, the undersigned representative of
PAVEMENT MARKINGS INC, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) **does not boycott energy companies and;**
- 2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. *"Boycott energy company" has the meaning assigned by Section 809.001; and*
2. *"Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Cassandra Villescas Vice President

TYPE/PRINT NAME AND TITLE:

5/12/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Cassandra Villescas, the undersigned representative of
PAVEMENT MARKINGS INC, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (1) **does not have a practice, policy, guidance, or directive that discriminates
against a firearm entity or firearm trade association; and,**
- (2) **will not discriminate during the term of the contract against a firearm entity or
firearmtrade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a
projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited
partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary,
majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to
make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or
association based solely on its status as a firearm entity or firearm trade
association;*
 - ii) *refrain from continuing an existing business relationship with the entity or
association based solely on its status as a firearm entity or firearm trade
association; or*
 - iii) *terminate an existing business relationship with the entity or association
based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict
or prohibit the listing or selling of ammunition, firearms, or firearm
accessories; and*
 - (ii) *a company 's refusal to engage in the trade of any goods or services, decision
to refrain from continuing an existing business relationship, or decision to
terminate an existing business relationship:*
 - (aa) *to comply with federal, state, or local law, policy, or regulations or a
directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Cassandra Villegas Vice President

TYPE/PRINT NAME AND TITLE:

5/12/2025

DATE:

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.

Pavement Markings Inc

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.

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

N/A

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

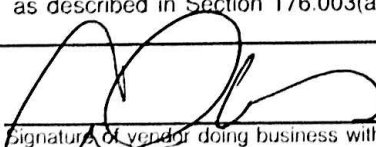
N/A

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.

N/A

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).

N/A

7 
Signature of vendor doing business with the governmental entity

5/13/25
Date

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: PAVEMENT MARKINGS INC

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: **Excellent** ☒ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ☒ No _____
3. Provided completed warranty documents and performed warranty items timely: Yes ☒ No _____
4. Contractor's history of completing on schedule: Excellent ☒ Good _____ Satisfactory _____ Poor _____
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ No _____

Signature: Lamar Crear

Printed Name: Lamar Crear Tx Dot Waco District

Date: 5/12/25

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: PAVEMENT MARKINGS INC

Reference Company Name: Rosbel Soris Tx DOT

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ☒ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ☒ No _____
3. Provided completed warranty documents and performed warranty items timely: Yes ☒ No _____
4. Contractor's history of completing on schedule: Excellent ☒ Good _____ Satisfactory _____ Poor _____
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ No _____

Signature: _____

Printed Name: _____

Date: _____



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: TX022501

KNOW ALL MEN BY THESE PRESENTS, that we Pavement Markings, Inc.

, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto City of Edinburg

, as obligee (the "Obligee"), in
the penal sum of 5% Greatest Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Edinburg 2025-14 Thermoplastic Pavement Marking Installation and Removal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 13th day of May, 20 25.

WITNESS / ATTEST

Pavement Markings, Inc.

(Principal)

By:

Name: Cassandra Villescas
Title: Vice President

(Seal)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By:

Attorney-in-Fact

Andy Alvarez

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211252-974146

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andy Alvarez, Dillon Minns, Phil Young

all of the city of San Juan state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	PAVEMENT MARKINGS INC		
Corporate Office			
Name:	Juan F. Villescas	Phone number:	956-373-0545
Title:	Presdient	Email address:	Villerg37@aol.com
Business address of corporate office:	7010 N FM 493		
	DONNA, TX 78537		
Local Office Same as above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.	Juan F. Villescas		
2.	Cassandra Villescas		
3.	Juan F. Villescas JR		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: None

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Juan F. Villescas Sr	Title:	Presient
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ unlimited
Name:	Cassandra Villescas	Title:	Vice President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ unlimited
Name:	Juan F. Villescas Jr	Title:	Secretary
Authorized to sign contracts:	☐ Yes ☒ No	Limit of Authority:	\$----
Name:		Title:	

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business, if applicable: n/a

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☒ HUBZone Business (Historically Underutilized) Business	Texas CPA	2/17/2022
☐ Other		
☐ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Jose A. Villescas	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Contractor's Responsible Person	Texas A&M Extension Service	10/18/2026
Train the Trainer Flagger	Texas A&M Extension Service	10/18/2026

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
PAVEMENT MARKINGS INC	1.37			1.42			1.12		

ARTICLE 5—FINANCIAL

- 5.01 Provide Annual Gross Revenue (Past Year): ☐ \$100,000 or less ☐ \$100,000 - \$500,000 ☐ \$500,000 - \$1,000,000 ☐ \$1,000,000 - \$5,000,000 ☒ \$5,000,000 and over
- 5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Liberty Mutual Insurance	
Surety is a corporation organized and existing under the laws of the state of:	Pennsylvania	
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No		
Mailing Address (principal place of business):	450 Plymouth RD	
	Plymouth Meeting, PA 19462	

Physical Address (principal place of business):	Same as above		
Phone (main):	610-832-8240	Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Texas Specialty Houston	Commercial General Liability
Traveler's Property Casualty	Commercial Auto Policy
Texas Mutual Insurance	Worker's Compensation
Burlington Insurance Co	Umbrella Liability
Are providers licensed or authorized to issue policies in the Project location?	
☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?	
☒ Yes ☐ No	
Mailing Address (principal place of business):	Valley Insurance Providers
	PO Box 3783
	McAllen TX 78502
Physical Address (principal place of business):	400 W Exp 83
	San Juan, TX 78589
Phone (main):	956-787-8536
Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	30
Estimate of revenue for the current year:	5.9 mil
Estimate of revenue for the previous year:	18.6 mil

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 35 years			
As a general contractor:	35 years	As a joint venturer:	---
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?			
☐ Yes ☒ No			

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: PAVEMENT MARKINGS INC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Cassandra Villescas

(typed or printed)

Title: Vice President
(typed or printed)

Date: 5/13/2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Juan F. Villescas Jr
(typed or printed)

Title: Secretary
(typed or printed)

Address for giving notices:
7010 N FM 493 DONNA, TX 78537

Designated Representative:

Name: Juan F. Villescas Sr
(typed or printed)

Title: Presdient
(typed or printed)

Address: 7010 N FM 493 DONNA, TX 78537

Phone: 956-464-0009

Email: Villerg37@aol.com

**STATEMENT OF
BIDDER'S QUALIFICATIONS**

CITY OF EDINBURG

Schedule A—Current Projects

Name of Organization	Hidalgo County	Project Name	Various Roadways
Project Owner	Hidalgo County		
General Description of Project	roadway markings		
Project Cost	Open Contract	Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Frank Villescas	Sal Castillo	Jose Villescas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Oscar Cantu Salinas	contract specialist	County of Hidalgo
Designer			
Construction Manager			
			Telephone
			oscar.salinas@hidalgo.tx.us
			Email

Project Owner	TXDOT	Ck Newberry	Project Name	Cameron FM 801
General Description of Project	roadway markings			
Project Cost	1,535,737	Date Project	8/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Villescas	Sal Castillo	Jose Villescas	Frank Villescas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Armando Garduno	contract specialist	Ck Newberry	830-217-9256
Designer				agarduno@cknewberry.com
Construction Manager				
				Email

Project Owner	TXDOT	Ck Newberry	Project Name	HIDALGO FM 1427
General Description of Project	roadway markings			
Project Cost	2,162,449	Date Project	8/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Villescas	Sal Castillo	Jose Villescas	Frank Villescas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Armando Garduno	contract specialist	Ck Newberry	830-217-9256
Designer				agarduno@cknewberry.com
Construction Manager				
				Email

**STATEMENT OF
BIDDER'S QUALIFICATIONS**

CITY OF EDINBURG

Schedule B—Previous Experience with Similar Projects

Name of Organization		Texas Department of Transportation			
Project Owner		Stae of Texas		Project Name	Bexar 6444-96-001
General Description of Project		roadway markings			
Project Cost		2,245,355		Date Project	10/2/2023
Key Project Personnel		Project Manager		Project Superintendent	Safety Manager
Name		Frank Villescas		Sal Castillo	Jose Villescas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position		Organization	Telephone
Owner		Robert Steigleder		Engineer	TXDOT
Designer					210-557-7327-
Construction Manager					robert.steigleder@txdot.gov

Project Owner	TXDOT			
General Description of Project	Roadway Markings			
Project Cost	4,082,624	Date Project	1/4/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Villescas	Sal Castillo	Jose Villescas	Frank Villescas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Steven Dushane TxDOT	Engineer	TXDOT	254-861-2700
Designer				steven.dushane@txdot.gov
Construction Manager				

Project Owner	TXDOT			
General Description of Project	roadway markings			
Project Cost	2,790,740	Date Project	5/1/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Villescas	Sal Castillo	Jose Villescas	Frank Villescas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Rogelio Chapa	Engineer	TXDOT	956-712-7468
Designer				rogelio.chapa@txdot.gov
Construction Manager	Irazema Cavazos	contract specialist	TXDOT	956-712-7468
				irazema.cavazos@txdot.gov

**STATEMENT OF
BIDDER'S QUALIFICATIONS**

CITY OF EDINBURG

Schedule C—Key Individuals

Project Manager			
Name of individual		Juan F. "Frank" Villescas	
Years of experience as project manager		30 +	
Years of experience with this organization		30 +	
Number of similar projects as project manager		multiple	
Number of similar projects in other positions		multiple	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
County of Hidalgo		open contract	open contract
Cameron FM 801		27%	8/2025
Hidalgo FM 1427		20%	9/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Sal Castillo	
Years of experience as project superintendent		20 year	
Years of experience with this organization		20 years	
Number of similar projects as project superintendent		multiple	
Number of similar projects in other positions		multiple	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
County of Hidalgo		open contract	open contract
Cameron FM 801		27%	8/2025
Hidalgo FM 1427		20%	9/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Frank Villescas	Name	
Title/Position	President	Title/Position	
Organization	PAVEMENT MARKINGS INC	Organization	
Telephone	956-373-0545	Telephone	
Email	Villerg37@aol.com	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Jose A. Villescas	
Years of experience as project manager		30 +	
Years of experience with this organization		5 years	
Number of similar projects as project manager		multiple	
Number of similar projects in other positions		multiple	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
County of Hidalgo		Open Contract	Open Contract
Cameron FM 801		27%	8/2025
Hidalgo FM 1427		20%	9/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Frank Villescas	Name	
Title/Position	President	Title/Position	
Organization	PAVEMENT MARKINGS INC	Organization	
Telephone	956-373-0545	Telephone	
Email	Villerg37@aol.com	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Juan F. "Frank" Villescas	
Years of experience as project superintendent		30 +	
Years of experience with this organization		30 +	
Number of similar projects as project superintendent		multiple	
Number of similar projects in other positions		multiple	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
County of Hidalgo		open contract	open
Cameron FM 801		27%	8/2025
Hidalgo FM 1427		20%	9/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

**CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS**

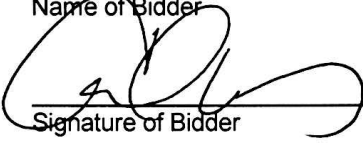
The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 13th day of May, 2025.

Cassandra Villescas

Name of Bidder



Signature of Bidder

Vice President

Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
2025 PTRB 520	X	
2024 PTRB 337	X	
2024 ISUZU FR	X	
2023 CHEVERLET 2500	X	
2023 GMC 2500	X	
2022 PTRB 520	X	PAVEMENT MARKINGS INC/ JFERGV LTD 7010 N FM 493 DONNA, TX 78537 956-464-0009
2022 F 550	X	
2021 PTRB 567	X	
2020 PTRB 337	X	
2020 PTRB 520	X	
2020 PTRB 520	X	
2019 FORD F350	X	
2019 FORD F350	X	
2018 PTRB 220	X	
2026 PTRB	X	
2018 FORD F550	X	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

[illegible]

BIDDER

Executed this: Bth Day of: May 20. 25

By: [Signature]
BIDDER

Title: Vice President

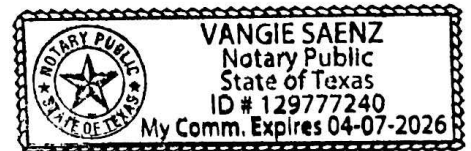
NOTARY PUBLIC

State of Texas

County of:

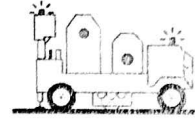
Subscribed and sworn to before me this: 13th of May 2025

[Signature]
NOTARY PUBLIC
[Signature]
END OF SECTION





Pavement Markings, Inc.
7010 N. FM 493
Donna, TX 78537
Tel (956) 464-0009 Fax (956) 464-5677



May 12, 2025

City of Edinburg
415 W University Dr
Edinburg, TX 78539

Dear City of Edinburg :

The undersigned party certifies that Cassandra Villegas complies with the following criteria:

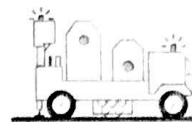
1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.
2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.
3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

A handwritten signature in cursive script that reads "Cassandra Villegas".

Printed name



Pavement Markings, Inc.
7010 N. FM 493
Donna, TX 78537
Tel (956) 464-0009 Fax (956) 464-5677



A handwritten signature in cursive script, appearing to read "Alas", written over a horizontal line.

Signature

Vu President

Position In Bidding Company

5/12/25

Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS

THE COUNTY OF

Hidalgo§
§
KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Cassandra Villescas

[Affiant]

, who

being by me duly sworn on his oath stated that he is Vice President

[Title]

PAVEMENT MARKINGS INC

[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.



[Affiant's Signature]

SWORN AND SUBSCRIBED before me on

5/13/25

[Date]

Notary Public in and for the State of TEXAS

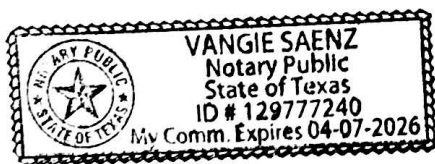
Vangie SAENZ
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires:

4-7-2025

[Expiration Date]



END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:Corporate Name: PAVEMENT MARKINGS INCState of Incorporation: TexasMailing Address: 7010 N FM 493 DONNA, TX 78537

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____

Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____

Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Cassandra Villescas Vice President[Typed Name and Title of Authorized Representative]
[Signature of Authorized Representative]5/12/2025

[Typed Date]

END OF DOCUMENT



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

PAVEMENT MARKINGS INC.

Filing Number: 800034588

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/10/2001

Effective: 12/10/2001



A handwritten signature in black ink, appearing to read "G. Connor", written over a horizontal line.

Geoffrey S. Connor
Assistant Secretary of State

Document 00640

**CERTIFICATION REGARDING DEPARTMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

PAVEMENT MARKINGS INC

[Typed Name of Company:]

Cassandra Villescas Vice President

[Typed Name & Title of Authorized Representative]



[Signature of Authorized Representative]

5/12/2025

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1010575919400
Approval Date: February 17, 2022
Scheduled Expiration Date: January 30, 2026

Texas Comptroller of Public Accounts (CPA), hereby certifies that

PAVEMENT MARKINGS INC.

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 **February 17, 2022**, 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, business location) 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.

*Statewide HUB Program
Statewide Procurement 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, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

TEXAS A&M ENGINEERING EXTENSION SERVICE

The Texas A&M University System

Juan F. Villegas Sr.

has successfully completed

Work Zone Traffic Control for Contractor's Responsible Person

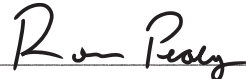
16 Hours

October 17 - 18, 2023

Continuing Education Units Earned 1.6


David Coatney, Director
Texas A&M Engineering Extension Service




Ron Peddy, Division Director
Infrastructure Training and Safety Institute

TEXAS A&M ENGINEERING EXTENSION SERVICE

The Texas A&M University System

Juan F. Villegas Sr.

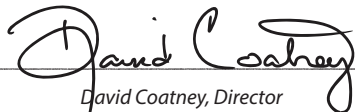
has successfully completed

Train-the-Trainer Flaggers

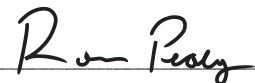
4 Hours

October 19, 2023

Continuing Education Units Earned .4


David Coatney, Director
Texas A&M Engineering Extension Service




Ron Peddy, Division Director
Infrastructure Training and Safety Institute

TEXAS A&M ENGINEERING EXTENSION SERVICE

The Texas A&M University System

Jose A. Villegas

has successfully completed

Work Zone Traffic Control for Contractor's Responsible Person

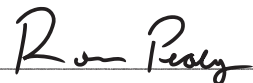
16 Hours

October 17 - 18, 2023

Continuing Education Units Earned 1.6


David Coatney, Director
Texas A&M Engineering Extension Service




Ron Peddy, Division Director
Infrastructure Training and Safety Institute

TEXAS A&M ENGINEERING EXTENSION SERVICE

The Texas A&M University System

Jose A. Villegas

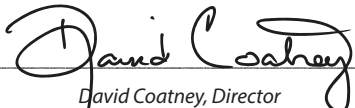
has successfully completed

Train-the-Trainer Flaggers

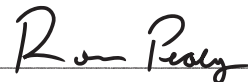
4 Hours

October 19, 2023

Continuing Education Units Earned .4


David Coatney, Director
Texas A&M Engineering Extension Service




Ron Peddy, Division Director
Infrastructure Training and Safety Institute



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2025

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).

PRODUCER San Juan Ins Agency, Inc Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-	CONTACT NAME: COMMERCIAL DEPARTMENT	
	PHONE (A/C, No., Ext): (956)685-1937 FAX (A/C, No.): (956)702-7556	
	E-MAIL ADDRESS: INFOCL@VIP-INS.NET	
INSURED PAVEMENT MARKINGS INC. & J.F.R.G.V. LTD 7010 N FM 493 Donna TX 78537-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Burlington Insurance Co.	23620
	INSURER B: Texas Mutual Insurance Co	22945
	INSURER C: Travelers Property Casualty Co	
	INSURER D: Texas Specialty - Houston	
	INSURER E:	
	INSURER F:	

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

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

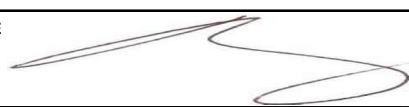
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	ESB-HS-GL-0002069-00	01/22/2025	01/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BA-1N294071-24	06/16/2024	06/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			998BE10991	01/22/2025	01/22/2026	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 N	N/A	X 0012522501-24	06/15/2024	06/15/2025	☒ 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)

Project: 2025-14

THERMOPLASTIC PAVEMENT MARKING INSTALLATION AND REMOVAL

CERTIFICATE HOLDER **CANCELLATION** AI 130999

City of Edinburg 415 W. 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 

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

5/12/2025

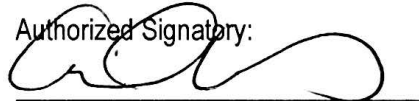
Printed Name and Title:

Cassandra Villescas Vice President

Company/Vendor Name:

PAVEMENT MARKINGS INC

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: PAVEMENT MARKINGS INC
(Full, correct legal name)
- Address: 7010 N FM 493 DONNA, TX 78537

 - Telephone/Fax: 956-464-0009
 - Email address: Villerg37@aol.com
2. 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 ☒ ____
3. Is your Company authorized and/or licensed to do business in Texas? Yes ☒ ____ No ____
4. Where is the Company's corporate headquarters located? Donna, TX
5. 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. _____
6. 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. _____

7. Indicate person whom The CITY may contact concerning your submittal.
- Name: Juan F. "Frank" Villescas 956-373-0545
Address: 7010 N FM 493 DONNA, TX 78537
Telephone: 956-373-0545
Fax: _____
Email: Villerg37@aol.com
8. 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. _____

9. 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. _____

10. Provide any other names under which your business has operated within the last 10 years.

none

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

1. 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.

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Cassandra Villescascas

, being first duly sworn, deposes and says that: (Name)

(1) She is Vice President of PAVEMENT MARKINGS INC., the Bidder that has submitted the attached Bid; (Company)

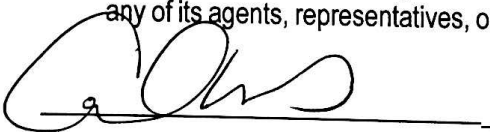
(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign



Title

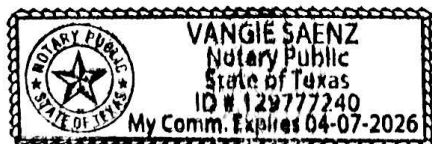
Vice President

Subscribed and sworn to me this 13th day of May 2025

By:

Vangie Saenz

Notary Public



My commission expires

4/7/2024

HOUSE BILL 89 VERIFICATION

I, Cassandra Villescas, the undersigned representative of
PAVEMENT MARKINGS INC, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

**3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Cassandra Villescas Vice President

TYPE/PRINT NAME AND TITLE:

5/12/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Cassandra Villescas, the undersigned representative of
PAVEMENT MARKINGS INC, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) **does not boycott energy companies and;**
- 2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. *"Boycott energy company" has the meaning assigned by Section 809.001; and*
2. *"Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Cassandra Villescas Vice President

TYPE/PRINT NAME AND TITLE:

5/12/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Cassandra Villescas, the undersigned representative of
PAVEMENT MARKINGS INC, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (1) **does not have a practice, policy, guidance, or directive that discriminates
against a firearm entity or firearm trade association; and,**
- (2) **will not discriminate during the term of the contract against a firearm entity or
firearmtrade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a
projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited
partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary,
majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to
make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or
association based solely on its status as a firearm entity or firearm trade
association;*
 - ii) *refrain from continuing an existing business relationship with the entity or
association based solely on its status as a firearm entity or firearm trade
association; or*
 - iii) *terminate an existing business relationship with the entity or association
based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict
or prohibit the listing or selling of ammunition, firearms, or firearm
accessories; and*
 - (ii) *a company's refusal to engage in the trade of any goods or services, decision
to refrain from continuing an existing business relationship, or decision to
terminate an existing business relationship:*
 - (aa) *to comply with federal, state, or local law, policy, or regulations or a
directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Cassandra Villegas Vice President

TYPE/PRINT NAME AND TITLE:

5/12/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Cassandra Villescas, the undersigned representative of
PAVEMENT MARKINGS INC, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (1) **does not have a practice, policy, guidance, or directive that discriminates
against a firearm entity or firearm trade association; and,**
- (2) **will not discriminate during the term of the contract against a firearm entity or
firearmtrade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a
projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited
partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary,
majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to
make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or
association based solely on its status as a firearm entity or firearm trade
association;*
 - ii) *refrain from continuing an existing business relationship with the entity or
association based solely on its status as a firearm entity or firearm trade
association; or*
 - iii) *terminate an existing business relationship with the entity or association
based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict
or prohibit the listing or selling of ammunition, firearms, or firearm
accessories; and*
 - (ii) *a company's refusal to engage in the trade of any goods or services, decision
to refrain from continuing an existing business relationship, or decision to
terminate an existing business relationship:*
 - (aa) *to comply with federal, state, or local law, policy, or regulations or a
directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Cassandra Villegas Vice President

TYPE/PRINT NAME AND TITLE:

5/12/2025

DATE:

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:
2025-1308455

Date Filed:
05/12/2025

Date Acknowledged:

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

PAVEMENT MARKINGS, INC
Donna, 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.

2025-14
THERMOPLASTIC PAVEMENT MARKING INSTALLATION AND REMOVAL

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 UNSWORN DECLARATION

My name is Cassandra Villescas, and my date of birth is 01/23/1985.

My address is 7010 N FM 493, Donna, TX, 78537, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 12th day of May, 202025
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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.

Pavement Markings Inc

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.

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

N/A

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

N/A

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.

N/A

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).

N/A

7 [Signature]
Signature of vendor doing business with the governmental entity

5/13/25
Date

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: PAVEMENT MARKINGS INC

Reference Company Name: Rosbel Soles Tx DOT

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ☒ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ☒ No _____
3. Provided completed warranty documents and performed warranty items timely: Yes ☒ No _____
4. Contractor's history of completing on schedule: Excellent ☒ Good _____ Satisfactory _____ Poor _____
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ No _____

Signature: _____

Printed Name: _____

Date: _____

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: PAVEMENT MARKINGS INC

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: **Excellent** ☒ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ☒ No _____
3. Provided completed warranty documents and performed warranty items timely: Yes ☒ No _____
4. Contractor's history of completing on schedule: Excellent ☒ Good _____ Satisfactory _____ Poor _____
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ No _____

Signature: Lamar Crear

Printed Name: Lamar Crear Tx Dot Waco District

Date: 5/12/25



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: TX022501

KNOW ALL MEN BY THESE PRESENTS, that we Pavement Markings, Inc.

, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto City of Edinburg

, as obligee (the "Obligee"), in
the penal sum of 5% Greatest Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Edinburg 2025-14 Thermoplastic Pavement Marking Installation and Removal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 13th day of May, 20 25.

WITNESS / ATTEST

Pavement Markings, Inc.

(Principal)

By:

Name: Cassandra Villescas
Title: Vice President

(Seal)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By:

Andy Alvarez
Attorney-in-Fact

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211252-974146

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andy Alvarez, Dillon Minns, Phil Young

all of the city of San Juan state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE I—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	PAVEMENT MARKINGS INC		
Corporate Office			
Name:	Juan F. Villescas	Phone number:	956-373-0545
Title:	Presdient	Email address:	Villerg37@aol.com
Business address of corporate office:	7010 N FM 493		
	DONNA, TX 78537		
Local Office Same as above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.	Juan F. Villescas		
2.	Cassandra Villescas		
3.	Juan F. Villescas JR		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: None

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Juan F. Villescas Sr	Title:	Presient
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ unlimited
Name:	Cassandra Villescas	Title:	Vice President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ unlimited
Name:	Juan F. Villescas Jr	Title:	Secretary
Authorized to sign contracts:	☐ Yes ☒ No	Limit of Authority:	\$----
Name:		Title:	

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business, if applicable: n/a

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☒ HUBZone Business (Historically Underutilized) Business	Texas CPA	2/17/2022
☐ Other		
☐ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Jose A. Villescas	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Contractor's Responsible Person	Texas A&M Extension Service	10/18/2026
Train the Trainer Flagger	Texas A&M Extension Service	10/18/2026

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
PAVEMENT MARKINGS INC	1.37			1.42			1.12		

ARTICLE 5—FINANCIAL

- 5.01 Provide Annual Gross Revenue (Past Year): ☐ \$100,000 or less ☐ \$100,000 - \$500,000 ☐ \$500,000 - \$1,000,000 ☐ \$1,000,000 - \$5,000,000 ☒ \$5,000,000 and over
- 5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Liberty Mutual Insurance	
Surety is a corporation organized and existing under the laws of the state of:	Pennsylvania	
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No		
Mailing Address (principal place of business):	450 Plymouth RD	
	Plymouth Meeting, PA 19462	

Physical Address (principal place of business):	Same as above		
Phone (main):	610-832-8240	Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Texas Specialty Houston	Commercial General Liability
Traveler's Property Casualty	Commercial Auto Policy
Texas Mutual Insurance	Worker's Compensation
Burlington Insurance Co	Umbrella Liability
Are providers licensed or authorized to issue policies in the Project location?	
☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?	
☒ Yes ☐ No	
Mailing Address (principal place of business):	Valley Insurance Providers
	PO Box 3783
	McAllen TX 78502
Physical Address (principal place of business):	400 W Exp 83
	San Juan, TX 78589
Phone (main):	956-787-8536
Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	30
Estimate of revenue for the current year:	5.9 mil
Estimate of revenue for the previous year:	18.6 mil

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 35 years			
As a general contractor:	35 years	As a joint venturer:	---
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?			
☐ Yes ☒ No			

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: PAVEMENT MARKINGS INC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Cassandra Villescas

(typed or printed)

Title: Vice President
(typed or printed)

Date: 5/13/2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Juan F. Villescas Jr
(typed or printed)

Title: Secretary
(typed or printed)

Address for giving notices:
7010 N FM 493 DONNA, TX 78537

Designated Representative:

Name: Juan F. Villescas Sr
(typed or printed)

Title: Presdient
(typed or printed)

Address: 7010 N FM 493 DONNA, TX 78537

Phone: 956-464-0009

Email: Villerg37@aol.com

**STATEMENT OF
BIDDER'S QUALIFICATIONS**

CITY OF EDINBURG

Schedule A—Current Projects

Name of Organization	Hidalgo County	Project Name	Various Roadways
Project Owner	Hidalgo County		
General Description of Project	roadway markings		
Project Cost	Open Contract	Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Frank Villescas	Sal Castillo	Jose Villescas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Oscar Cantu Salinas	contract specialist	County of Hidalgo
Designer			
Construction Manager			
			Telephone
			oscar.salinas@hidalgo.tx.us
			Email

Project Owner	TXDOT	Ck Newberry	Project Name	Cameron FM 801
General Description of Project	roadway markings			
Project Cost	1,535,737	Date Project	8/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Villescas	Sal Castillo	Jose Villescas	Frank Villescas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Armando Garduno	contract specialist	Ck Newberry	830-217-9256
Designer				agarduno@cknewberry.com
Construction Manager				
				Email

Project Owner	TXDOT	Ck Newberry	Project Name	HIDALGO FM 1427
General Description of Project	roadway markings			
Project Cost	2,162,449	Date Project	8/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Villescas	Sal Castillo	Jose Villescas	Frank Villescas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Armando Garduno	contract specialist	Ck Newberry	830-217-9256
Designer				agarduno@cknewberry.com
Construction Manager				
				Email

**STATEMENT OF
BIDDER'S QUALIFICATIONS**

CITY OF EDINBURG

Schedule B—Previous Experience with Similar Projects

Name of Organization		Texas Department of Transportation									
Project Owner		Stae of Texas		Project Name		Bexar 6444-96-001					
General Description of Project		roadway markings									
Project Cost		2,245,355		Date Project		10/2/2023					
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager		Quality Control Manager			
Name		Frank Villescas		Sal Castillo		Jose Villescas		Frank Villescas			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)											
		Name		Title/Position		Organization		Telephone		Email	
Owner		Robert Steigleder		Engineer		TXDOT		210-557-7327-		robert.steigleder@txdot.gov	
Designer											
Construction Manager											

Project Owner	TXDOT			
General Description of Project	Roadway Markings			
Project Cost	4,082,624	Date Project	1/4/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Villescas	Sal Castillo	Jose Villescas	Frank Villescas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer	Steven Dushane TxDOT	Engineer	TXDOT	254-861-2700
Construction Manager				steven.dushane@txdot.gov

Project Owner	TXDOT			
General Description of Project	roadway markings			
Project Cost	2,790,740	Date Project	5/1/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Villescas	Sal Castillo	Jose Villescas	Frank Villescas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer	Rogelio Chapa	Engineer	TXDOT	956-712-7468
Construction Manager	Irazema Cavazos	contract specialist	TXDOT	956-712-7468

**STATEMENT OF
BIDDER'S QUALIFICATIONS**

CITY OF EDINBURG

Schedule C—Key Individuals

Project Manager			
Name of individual		Juan F. "Frank" Villescas	
Years of experience as project manager		30 +	
Years of experience with this organization		30 +	
Number of similar projects as project manager		multiple	
Number of similar projects in other positions		multiple	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
County of Hidalgo		open contract	open contract
Cameron FM 801		27%	8/2025
Hidalgo FM 1427		20%	9/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Sal Castillo	
Years of experience as project superintendent		20 year	
Years of experience with this organization		20 years	
Number of similar projects as project superintendent		multiple	
Number of similar projects in other positions		multiple	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
County of Hidalgo		open contract	open contract
Cameron FM 801		27%	8/2025
Hidalgo FM 1427		20%	9/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Frank Villescas	Name	
Title/Position	President	Title/Position	
Organization	PAVEMENT MARKINGS INC	Organization	
Telephone	956-373-0545	Telephone	
Email	Villerg37@aol.com	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Jose A. Villescas	
Years of experience as project manager		30 +	
Years of experience with this organization		5 years	
Number of similar projects as project manager		multiple	
Number of similar projects in other positions		multiple	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
County of Hidalgo		Open Contract	Open Contract
Cameron FM 801		27%	8/2025
Hidalgo FM 1427		20%	9/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Frank Villescas	Name	
Title/Position	President	Title/Position	
Organization	PAVEMENT MARKINGS INC	Organization	
Telephone	956-373-0545	Telephone	
Email	Villerg37@aol.com	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Juan F. "Frank" Villescas	
Years of experience as project superintendent		30 +	
Years of experience with this organization		30 +	
Number of similar projects as project superintendent		multiple	
Number of similar projects in other positions		multiple	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
County of Hidalgo		open contract	open
Cameron FM 801		27%	8/2025
Hidalgo FM 1427		20%	9/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

**CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS**

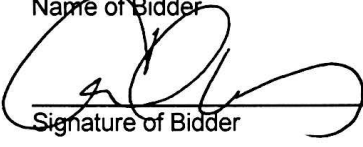
The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 13th day of May, 2025.

Cassandra Villescas

Name of Bidder



Signature of Bidder

Vice President

Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
2025 PTRB 520	X	
2024 PTRB 337	X	
2024 ISUZU FR	X	
2023 CHEVERLET 2500	X	
2023 GMC 2500	X	
2022 PTRB 520	X	PAVEMENT MARKINGS INC/ JFERGV LTD 7010 N FM 493 DONNA, TX 78537 956-464-0009
2022 F 550	X	
2021 PTRB 567	X	
2020 PTRB 337	X	
2020 PTRB 520	X	
2020 PTRB 520	X	
2019 FORD F350	X	
2019 FORD F350	X	
2018 PTRB 220	X	
2026 PTRB	X	
2018 FORD F550	X	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

[illegible]

BIDDER

Executed this: Bth Day of: May 20. 25

By: [Signature]
BIDDER

Title: Vice President

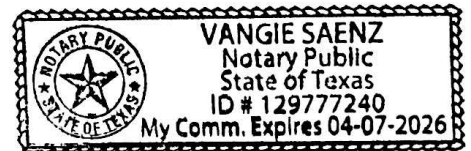
NOTARY PUBLIC

State of Texas

County of:

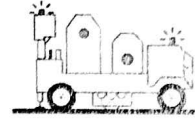
Subscribed and sworn to before me this: 13th of May 2025

[Signature]
NOTARY PUBLIC
[Signature]
END OF SECTION





Pavement Markings, Inc.
7010 N. FM 493
Donna, TX 78537
Tel (956) 464-0009 Fax (956) 464-5677



May 12, 2025

City of Edinburg
415 W University Dr
Edinburg, TX 78539

Dear City of Edinburg :

The undersigned party certifies that Cassandra Villegas complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.
2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.
3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

A handwritten signature in cursive script that reads "Cassandra Villegas".

Printed name



Pavement Markings, Inc.
7010 N. FM 493
Donna, TX 78537
Tel (956) 464-0009 Fax (956) 464-5677



Signature

Vu President

Position In Bidding Company

5/12/25

Date



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: TX022501

KNOW ALL MEN BY THESE PRESENTS, that we Pavement Markings, Inc.

, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto City of Edinburg

, as obligee (the "Obligee"), in
the penal sum of 5% Greatest Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Edinburg 2025-14 Thermoplastic Pavement Marking Installation and Removal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 13th day of May, 20 25.

WITNESS / ATTEST

Pavement Markings, Inc.

(Principal)

By:

Name: Cassandra Villescas
Title: Vice President

(Seal)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By:

Andy Alvarez
Attorney-in-Fact

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211252-974146

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andy Alvarez, Dillon Minns, Phil Young

all of the city of San Juan state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: TX022501

KNOW ALL MEN BY THESE PRESENTS, that we Pavement Markings, Inc.

, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto City of Edinburg

, as obligee (the "Obligee"), in
the penal sum of 5% Greatest Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Edinburg 2025-14 Thermoplastic Pavement Marking Installation and Removal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 13th day of May, 20 25.

WITNESS / ATTEST

Pavement Markings, Inc.

(Principal)

By:

Name: Cassandra Villescas
Title: Vice President

(Seal)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By:

Attorney-in-Fact

Andy Alvarez

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211252-974146

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andy Alvarez, Dillon Minns, Phil Young

all of the city of San Juan state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS

THE COUNTY OF

Hidalgo

§

§

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Cassandra Villescas

, who

[Affiant]

being by me duly sworn on his oath stated that he is Vice President

, of

[Title]

PAVEMENT MARKINGS INC

[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.



[Affiant's Signature]

SWORN AND SUBSCRIBED before me on

5/13/25

[Date]

Notary Public in and for the State of TEXAS

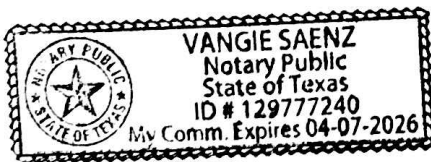
Vangie SAENZ
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires:

4-7-2025

[Expiration Date]



END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:Corporate Name: PAVEMENT MARKINGS INCState of Incorporation: TexasMailing Address: 7010 N FM 493 DONNA, TX 78537

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____

Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____

Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Cassandra Villescas Vice President[Typed Name and Title of Authorized Representative]
[Signature of Authorized Representative]5/12/2025

[Typed Date]

END OF DOCUMENT



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

PAVEMENT MARKINGS INC.

Filing Number: 800034588

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/10/2001

Effective: 12/10/2001



A handwritten signature in black ink, appearing to read "G. Connor", written over a horizontal line.

Geoffrey S. Connor
Assistant Secretary of State

Document 00640

**CERTIFICATION REGARDING DEPARTMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

PAVEMENT MARKINGS INC

[Typed Name of Company:]

Cassandra Villescas Vice President

[Typed Name & Title of Authorized Representative]



[Signature of Authorized Representative]

5/12/2025

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT



City of Edinburg
City Manager
Myra Ayala, City Manager
415 W. University Drive, Edinburg, TX 78541

[VALLEY STRIPING CORP] RESPONSE DOCUMENT REPORT

ITB No. 2025-14

Thermoplastic Pavement Marking Installation and Removal

RESPONSE DEADLINE: May 13, 2025 at 3:30 pm

Report Generated: Thursday, May 15, 2025

Valley Striping Corp Response

CONTACT INFORMATION

Company:

Valley Striping Corp

Email:

valleystriping@yahoo.com

Contact:

Guadalupe Salinas

Address:

2708 Mid Valley Dr
Weslaco, TX 78599

Phone:

(956) 432-2444

Website:

www.valleystriping.com

Submission Date:

May 12, 2025 5:54 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Scanned_104.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Certificate_-_2025-04-24T111038.059.pdf
VALLEYSTRIPINGCOIFORCITYOFEDINBURG.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST.pdf](#)

CONFLICT_OF_INTEREST_(1).pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

GENERAL_QUESTIONNAIRE_(1).pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

LITIGATION_DISCLOSURE_FORM_(1).pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

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.

Please download the below documents, complete, and upload.

- [CITY_OF_EDINBURG_NONCOLLUSI...](#)

NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- [HOUSE BILL 89 VERIFICATION.pdf](#)

HOUSE_BILL_89_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 13 VERIFICATION...](#)

SENATE_BILL_13_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 19 VERIFICATION...](#)

SENATE_BILL_19_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

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 <https://www.ethics.state.tx.us/filinginfo/1295/>

Yes

PLEASE ENSURE THAT TARIFFS RELATED TO THIS SOLICITATION ARE INCLUDED IN THE PRICE, IF APPLICABLE.*
Confirmed

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- [B - Past Performance Evalua...](#)

B_-_Past_Performance_Evaluation_(1)_(1).pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- [C - Bid Bond - SECTION 0131...](#)

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PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- [D - Statement of Bidders Qu...](#)

D_-_Statement_of_Bidders_Qualifications_(2).pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- [E - Certificate of Bidders ...](#)

E_-_Certificate_of_Bidders_Experience_&_Qualifications_(1).pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- [F - Equipment & Material Li...](#)

F_-_Equipment_&_Material_List_-_SECTION_00430_(1).pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- [G - Non Bribery Model Form ...](#)

G_-_Non_Bribery_Model_Form_-_SECTION_00113_(1).pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- [K - Performance Bond.pdf](#)

K_-_Performance_Bond_(2).pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- [L - Payment Bond.pdf](#)

L_-_Payment_Bond_(2).pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*

Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- [M - Affidavit of Insurance ...](#)

Scanned_1150.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- [N - Form of Business Docume...](#)

N_-_Form_of_Business_Document_00645_(1).pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- [O - Certificate Regarding D...](#)

O_-_Certificate_Regarding_Debarment_-_Document_00644_(1).pdf

PRICE TABLES

THERMOPLASTIC PAVEMENT MARKINGS INSTALLATION AND REMOVAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	18,200	LF	\$0.60	\$10,920.00

[VALLEY STRIPING CORP] RESPONSE DOCUMENT REPORT
ITB No. 2025-14
Thermoplastic Pavement Marking Installation and Removal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	ELIMINATE EXISTING PAV MRK & MRKS (8").	1,650	LF	\$1.20	\$1,980.00
3	ELIMINATE EXISTING PAV MRK & MRKS (12").	4,350	LF	\$3.00	\$13,050.00
4	ELIMINATE EXISTING PAV MRK & MRKS (24").	935	LF	\$6.00	\$5,610.00
5	ELIMINATE EXISTING PREFAB MRK (SINGLE ARROWS)	37	EA	\$65.00	\$2,405.00
6	ELIMINATE EXISTING PREFAB MRK (DOUBLE ARROWS)	16	EA	\$130.00	\$2,080.00
7	ELIMINATE EXISTING PREFAB MRK (WORDS)	13	EA	\$130.00	\$1,690.00
8	REFL PAV MRK TY I (WHITE) 8" (DOTTED)(100MIL)	200	LF	\$2.00	\$400.00
9	REFL PAV MRK TY I (WHITE) 8" (SOLID)(100MIL)	1,495	LF	\$2.00	\$2,990.00
10	REFL PAV MRK TY I (WHITE) 24" (SOLID)(100MIL) STOP BAR	4,105	LF	\$6.00	\$24,630.00
11	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	24	EA	\$180.00	\$4,320.00
12	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	7	EA	\$360.00	\$2,520.00
13	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	3	EA	\$180.00	\$540.00
14	REFL PAV MRK TY B (WHITE) (WORD- ONLY).	24	EA	\$250.00	\$6,000.00
15	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES	24	EA	\$45.00	\$1,080.00
16	PAVEMENT SEALER 8"	1,850	LF	\$0.50	\$925.00
17	PAVEMENT SEALER 24"	4,105	LF	\$1.50	\$6,157.50

[VALLEY STRIPING CORP] RESPONSE DOCUMENT REPORT
ITB No. 2025-14
Thermoplastic Pavement Marking Installation and Removal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
18	REFL PAVE MARK TY 1-C. ALL COMPLETE IN PLACE	133	EA	\$4.00	\$532.00
19	REFL PAVE MARK TY II-A-A. ALL COMPLETE IN PLACE	1,350	EA	\$4.00	\$5,400.00
20	WK ZN PAV MRKS SHT TERM TAB TY W	669	EA	\$2.00	\$1,338.00
21	WK ZN PAV MRKS SHT TERM TAB TY Y-S	662	EA	\$2.00	\$1,324.00
22	PAVEMENT SEALER 6"	19,760	LF	\$0.30	\$5,928.00
23	REFL PAVE MARK TY I W 6" (DOT) (100 MIL)	155	LF	\$1.05	\$162.75
24	(PAVEMENT SEALER ARROW)	24	EA	\$60.00	\$1,440.00
25	(PAVEMENT SEALER WORD)	24	EA	\$60.00	\$1,440.00
26	(PAVEMENT SEALER DBL ARROW)	7	EA	\$80.00	\$560.00
27	(PAVEMENT SEALER TPL ARROW)	3	EA	\$60.00	\$180.00
28	(PAVEMENT SEALER YLD TRI)	24	EA	\$10.00	\$240.00
29	RE PM W/RET REQ TY I (W) 6" (BRK)(100 MIL)	810	LF	\$1.25	\$1,012.50
30	RE PM W/RET REQ TY I (W) 6" (SLD)(100 MIL)	5,450	LF	\$1.25	\$6,812.50
31	RE PM W/RET REQ TY I (Y) 6" (SLD)(100 MIL)	13,500	LF	\$1.25	\$16,875.00
32	(PAV SURF PREP FOR MRK 6")	19,760	LF	\$0.30	\$5,928.00
33	(PAV SURF PREP FOR MRK 8")	1,850	LF	\$0.40	\$740.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
34	(PAV SURF PREP FOR MRK 24")	4,105	LF	\$1.80	\$7,389.00
35	(PAV SURF PREP FOR MRK ARROW)	47	EA	\$30.00	\$1,410.00
36	(PAV SURF PREP FOR MRK WORD)	24	EA	\$30.00	\$720.00
37	(PAV SURF PREP FOR MRK 18"YLD TRI)	24	EA	\$2.50	\$60.00
TOTAL					\$146,789.25



VALLSTR-07

MCARDENAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2025

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).

PRODUCER Hub International Insurance Services 121 Pecan Blvd Mc Allen, TX 78501	CONTACT NAME: Jannet Castaneda PHONE (A/C, No, Ext): (956) 630-4013 FAX (A/C, No): (956) 630-4015 E-MAIL ADDRESS: jannet.castaneda@hubinternational.com														
INSURED Valley Striping Corp 1616 E. Griffin Pkwy Ste 143 Mission, TX 78572	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Northfield Insurance Company</td><td>27987</td></tr><tr><td>INSURER B: Starstone National Insurance Company</td><td>25496</td></tr><tr><td>INSURER C: Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Northfield Insurance Company	27987	INSURER B: Starstone National Insurance Company	25496	INSURER C: Texas Mutual Insurance Company	22945	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			WH011576	5/3/2024	5/3/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td>Total Aggregate</td><td>\$</td><td>5,000,000</td></tr></table>	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	Total Aggregate	\$	5,000,000
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	0001176217	1/25/2025	1/25/2026	<table><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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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)

General Liability: Additional Insured and Primary/Non-Contributory per form S2802-CG(03/20)

Waiver of Subrogation per form S2857-CG(01/16)

30 Day Notice of Cancellation effective per form IL 00 17 11 98.

Workers' Compensation/Employers Liability: Waiver of Subrogation per form WC 42 03 04 B

30 Day Notice of Cancellation effective per form WC 42 03 01 L.

Excess Liability: 30 Day Notice of Cancellation effective per form SSN EXS 0028 TX 03 16.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Edinburg 1201 N. Doolittle Rd 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 <i>Raul Cabazart</i>
---	--

ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Hub International Insurance Services		NAMED INSURED Valley Striping Corp 1616 E. Griffin Pkwy Ste 143 Mission, TX 78572
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Excess Liability is a follow form.

Project: Thermoplastic Pavement Marking Installation and Removal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS)
(Includes Products-Completed Operations When Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect;
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization; and
- c. Subject to the following limitations and conditions on the insurance provided to such additional insured:
 - (1) If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in **SECTION III - LIMITS OF INSURANCE**.
 - (2) The insurance provided to such additional insured does not apply to "bodily injury" or "property damage" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (3) The insurance provided to such additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the written contract or agreement requires you to provide such coverage or the end of the policy period, whichever is earlier.
 - (4) The insurance provided to such additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if the written contract or agreement requires that the insurance provided under this Coverage Part apply on a primary basis or a primary and non-contributory basis, then this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But, the insurance provided to the additional insured still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.

(5) The additional insured must comply with the following duties:

- (a)** Give us written notice as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, such notice should include:
 - (i)** How, when and where the "occurrence" took place;
 - (ii)** The names and addresses of any injured persons and witnesses; and
 - (iii)** The nature and location of any injury or damage arising out of the "occurrence".
- (b)** If a claim is made or "suit" is brought against the additional insured:
 - (i)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (ii)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (c)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (d)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to the additional insured is primary to other insurance available to the additional insured which covers that person or organization as a named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the written contract or agreement.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/25/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001176217 of Texas Mutual Insurance Company effective on 1/25/25

Issued to: VALLEY STRIPING CORP

This is not a bill

NCCI Carrier Code: 29939

1 of 1

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650



Authorized representative

1/8/25

WC 42 03 04 B

Named Insured:	Valley Striping Corp.
Policy No:	88048O245ALI
Endorsement No:	5
Endorsement Effective Date:	05/03/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

CANCELLATION AND NONRENEWAL - TEXAS CHANGES

The Policy is amended as follows:

A. Paragraph B. 2. CANCELLATION of SECTION VI. - CONDITIONS is deleted and replaced by the following:

2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this Policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

- a. If this Policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this Policy solely because the policyholder is an elected official.
- b. If this Policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (1) Fraud in obtaining coverage;
 - (2) Failure to pay premiums when due;
 - (3) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (4) Loss of our reinsurance covering all or part of the risk covered by the Policy; or
 - (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

B. SECTION VI. – CONDITIONS is amended to include the following condition:

NONRENEWAL

1. We may elect not to renew this Policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this Policy solely because the policyholder is an elected official.
2. This Paragraph, 2., applies unless the Policy qualifies under Paragraph 3. below.

If we elect not to renew this Policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this Policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this Policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
 - a. The first Named Insured; and
 - b. Each unit-owner to whom we issued a certificate or memorandum of insurance.We will mail or deliver such notice to each last mailing address known to us.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2025

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).

PRODUCER State Farm  Millie Castillo 2510 East Griffin Parkway Mission TX 785723348		CONTACT NAME: Millie Castillo PHONE (A/C, No, Ext): 956-585-2778 FAX (A/C, No): E-MAIL ADDRESS: millie.castillo.cv3q@statefarm.com	
INSURED VALLEY STRIPING CORP 2708 MIDVALLEY DR WESLACO TX 785994170		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25178	

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY	N	N	430 9136-A22-53C	01/22/2025	07/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PROJECT:
Thermoplastic Pavement Marking Installation and Removal

CERTIFICATE HOLDER CITY OF EDINBURG 1201 N. Doolittle Rd 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  This form was system-generated on 04/24/2025
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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

N/A

Date:

04-28-2025

Company/Vendor Name:

Valley Striping Corp

Printed Name and Title:

Guadalupe Salinas / President

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Valley Striping Corp
(Full, correct legal name)
- Address: 2708 Mid Valley Dr Weslaco TX 78599
- Telephone/Fax: (956) 432-2444
- Email address: valleystriping@yahoo.com
2. 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 X
3. Is your Company authorized and/or licensed to do business in Texas? Yes X No
4. Where is the Company's corporate headquarters located? Texas
5. a. Does the Company have an office located in Edinburg, Texas? Yes No X
- 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. N/A
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
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. N/A
7. Indicate person whom The CITY may contact concerning your submittal.
- Name: Guadalupe L Salinas
- Address: 6700 N 14th Ln McAllen TX 787504
- Telephone: 956-432-2444
- Fax: N/A
- Email: valleystriping@me.com
8. 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.

9. 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. N/A

10. Provide any other names under which your business has operated within the last 10 years.

N/A

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

- 1 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.

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Guadalupe L Salinas, being first duly sworn, deposes and says that: (Name)

- (1) He is President of Valley Striping Corp, the Bidder that has submitted the attached Bid; (Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

[Signature]

Title

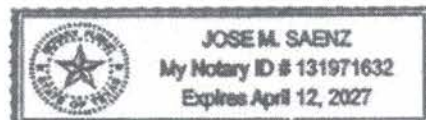
President

Subscribed and sworn to me this 01 day of May 2025.

By:

[Signature]

Notary Public



My commission expires 04-12-27

HOUSE BILL 89 VERIFICATION

I, Guadalupe L Salinas, the undersigned representative of
Valley Striping Corp, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that
is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person
or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary
business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture,
limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary,
majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a
profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe L Salinas / President

TYPE/PRINT NAME AND TITLE:

05-02-25

DATE:

SENATE BILL 13 VERIFICATION

I, Guadalupe L Salinas, the undersigned representative of
Valley Striping Corp, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and
2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

05-02-2025

DATE:

SENATE BILL 19 VERIFICATION

I, Guadalupe L Salinas, the undersigned representative of
Valley Striping Corp, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (1) **does not have a practice, policy, guidance, or directive that discriminates
against a firearm entity or firearm trade association; and,**
- (2) **will not discriminate during the term of the contract against a firearm entity or
firearmtrade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a
projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited
partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary,
majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to
make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or
association based solely on its status as a firearm entity or firearm trade
association;*
 - ii) *refrain from continuing an existing business relationship with the entity or
association based solely on its status as a firearm entity or firearm trade
association; or*
 - iii) *terminate an existing business relationship with the entity or association
based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict
or prohibit the listing or selling of ammunition, firearms, or firearm
accessories; and*
 - (ii) *a company 's refusal to engage in the trade of any goods or services, decision
to refrain from continuing an existing business relationship, or decision to
terminate an existing business relationship:*
 - (aa) *to comply with federal, state, or local law, policy, or regulations or a
directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

05-02-2025

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

N/A

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.

N/A

Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

N/A

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

05-02-2025

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.

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.

Valley Striping Corp
Weslaco, TX United States

Certificate Number:
2025-1308459

Date Filed:
05/12/2025

Date Acknowledged:

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 TX

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.

2025-14
Thermoplastic Pavement Marking Installation and Removal

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 UNSWORN DECLARATION

My name is Guadalupe L Salinas, and my date of birth is 02/12/1972

My address is 6700 N 14th Ln, McAllen, TX, 78504, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 12 day of May, 20 25
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Valley Striping Corp

Reference Company Name: Foremost Paving Inc

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ☒ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ☒ No _____
3. Provided completed warranty documents and performed warranty items timely: Yes ☒ No _____
4. Contractor's history of completing on schedule: Excellent ☒ Good _____ Satisfactory _____ Poor _____
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ No _____

Signature: 

Printed Name: Carter C. Biel, Estimator Foremost Paving, Inc.

Date: 05/05/2025

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Valley Striping
2708 Mid Valley Drive
Mission, TX 78599

OWNER:

(Name, legal status and address)

City of Edinburg
415 W. University Drive
Edinburg TX 78539

BOND AMOUNT:

5% Greatest Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Edinburg 2025-14 Thermoplastic Pavement Marking Installation and Removal

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner Rd., Suite 600
Houston, TX 770224

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of May 2025

_____ (Witness) _____ (Witness)	Valley Striping (Principal) _____ (Title) Guadalupe Salinas, President Great Midwest Insurance Company (Surety) _____ (Title) Attorney-in-Fact Michael Benitez	(Seal) (Seal)
---	--	-----------------------------

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Andres Alvarez, Philip Young, Ruby Hernandez, Michael Benitez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

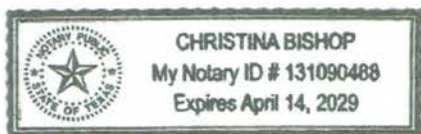
BY

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 13th Day of May 2025



BY

Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Valley Striping Corp		
Corporate Office	2708 Mid Valley Dr Weslaco TX 78599		
Name:	Guadalupe L Salinas	Phone number:	(956) 432-2444
Title:	President	Email address:	valleystriping@me.com
Business address of corporate office:	2708 Mid Valley Dr Weslaco TX 78599		
Local Office	2708 Mid Valley Dr Weslaco TX 78599		
Name:	Guadalupe L Salinas	Phone number:	(956) 432-2444
Title:	President	Email address:	valleystriping@me.com
Business address of local office:	2708 Mid Valley Dr Weslaco TX 78599		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.	N/A		
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	01-02-1999	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	Valley Striping Corp	Affiliation:	100 %
Address:	2708 Mid Valley Dr Weslaco TX 78599		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Guadalupe L Salinas	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	\$N/A
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☒ Disadvantaged Business Enterprise	Texas Department of Transportation	
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☒ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	
☐ Other		
☐ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Valley Striping Corp	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
N/A		

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2023			2024		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
NCCI	.91					0			

ARTICLE 5—FINANCIAL

- 5.01 Provide Annual Gross Revenue (Past Year): ☐ \$100,000 or less ☐ \$100,000 - \$500,000 ☐ \$500,000 - \$1,000,000 ☒ \$1,000,000 - \$5,000,000 ☐ \$5,000,000 and over
- 5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	VIP Insurance	
Surety is a corporation organized and existing under the laws of the state of:	Texas	
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?		
☒ Yes ☐ No		
Mailing Address (principal place of business):	P.O. Drawer 3783	
	McAllen, TX 78502-3783	

Physical Address (principal place of business):	400 W Interstate 2		
	San Juan TX 78589		
Phone (main):	(956) 685-1920 Direct Line	Phone (claims):	(956) 685-1920 Direct Line

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
HUB International Texas, Inc.		Commercial GL & Workerscom	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No	
Mailing Address (principal place of business):			
	HUB International Texas, Inc.		
	121 W Pecan, McAllen TX 78501		
Physical Address (principal place of business):			
	121 W Pecan, McAllen TX 78501		
Phone (main):	Office: 956-682-2841	Phone (claims):	956-630-4013

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	10
Estimate of revenue for the current year:	900,000
Estimate of revenue for the previous year:	1.2 M

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?			
☐ Yes ☐ No			

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Valley Striping Corp
(typed or printed name of organization)

By: 
(individual's signature)

Name: Guadalupe L Salinas
(typed or printed)

Title: President
(typed or printed)

Date: 05-02-2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: N/A
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

CITY OF EDINBURG

Schedule A—Current Projects

Name of Organization		Valley Striping Corp		Project Name		BID 2023-29 PAVEMENT MARKINGS / CITY OF EDINBURG	
Project Owner		CITY OF EDINBURG		Remove existing pavement markings and Installation of Thermoplastic pavement markings per plans			
General Description of Project				Date Project		08-01-2023	
Project Cost		\$182,040		Project Superintendent		Safety Manager	
Key Project Personnel		Project Manager		Jerry Cardenas Carrizales		Quality Control Manager	
Name		Guadalupe L Salinas		Jerry Cardenas Carrizales		Jose M Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
		Name		Title/Position		Organization	
Owner		Larry Ayala		Assistant Director		City of Edinburg	
Designer		N/A				(956) 388-8210	
Construction Manager		Valentin Sanchez		Traffic Manager		City of Edinburg	
						956-388-8210	
						vsanchez@cityofedinburg.com	
Project Owner		CITY OF MISSION TX		Project Name		RFB-22-520-08-22 PAVEMENT MARKINGS	
General Description of Project		THERMOPLASTIC STRIPING CONTRACT					
Project Cost		\$94,383		Date Project		10-14-2022	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Guadalupe Salinas		Jerry Carrizales		Jerry Carrizales	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
		Name		Title/Position		Organization	
Owner						Telephone	
Designer							
Construction Manager		Juan Pablo Terrazas		City Engineer PE		City of Mission	
		Gabriel Diaz		Traffic Manager		City of Mission	
						(956)585-3275	
						(956)227-7916	
Project Owner		DWilson Co		Project Name		Anzalduas Bridge Infrastructure Improvements	
General Description of Project		THERMOPLASTIC STRIPING					
Project Cost		\$44,671		Date Project		12-01-2024	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Guadalupe Salinas		Jerry Carrizales		Jerry Carrizales	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
		Name		Title/Position		Organization	
Owner						Telephone	
Designer							
Construction Manager		WILLIAM NORTH CUTT		Program Manager		DWilson Co	
						(956) 499-0404	
						williamn@dwilsonconstruction.com	

Schedule B—Previous Experience with Similar Projects

PORT OF BROWNSVILLE						
Name of Organization		PORT OF BROWNSVILLE		Project Name		2024 OSTOS RD STRIPING & SIGNAGE
Project Owner						
General Description of Project		Thermoplastic Pavement markings & Signage installation.				
Project Cost		\$103,205		Date Project		7-16-2024
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager
Name		Guadalupe L Salinas		Jerry Carrizales		Jose M Saenz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
Owner		Name	Title/Position	Organization	Telephone	Email
		Pablo Esquivel	Engineering Project Manager	Port of Brownsville TX	(956) 838-7013	
Designer						pesquive@portofbrownsville.com
Construction Manager		Nora Alicia Gonzalez	Engineering Administrative Assistant	Port of Brownsville TX	(956) 838-7003	nagonzalez@portofbrownsville.com
Project Owner		Anderson Columbia		Project Name		VAHIDALGO CO, CONTR. 07113207, CONTROL 092102173,BOR2002(632)
General Description of Project		Pharr Intl. Bridge Pavement markings Improvements / Thermoplastic				
Project Cost		\$218,156		Date Project		12-10-2024
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager
Name		Guadalupe L Salinas		Jerry Carrizales		Jose M Saenz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
		Name	Title/Position	Organization	Telephone	Email
Owner						
Designer						
Construction Manager		Chris Garza	Project manager	Anderson Columbia	956-998-0292	chris.garza@andersoncolumbia.com
Project Owner		UTRGV		Project Name		UTRGV PARKING LOT IMPR.
General Description of Project		Pavement markings improvements / Thermoplastic - Edinburg Campus				
Project Cost		\$80,128		Date Project		October 2024
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager
Name		Guadalupe L Salinas		Jerry Carrizales		Jose M Saenz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
		Name	Title/Position	Organization	Telephone	Email
Owner						
Designer						
Construction Manager		Melissa L. Sandoval	Parking Manager	UTRGV	(956) 665-2738	melissa.sandoval@utrgv.edu

Schedule B—Previous Experience with Similar Projects

Name of Organization	Foremost Paving Inc		Project Name	SpaceX Border Patrol Checkpoint Expansion	
Project Owner	SpaceX				
General Description of Project	Pavement markings improvements / Thermoplastic				
Project Cost	\$51,200		Date Project	October 29, 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Guadalupe L Salinas	Jerry Carizales	Jerry Carizales	Jose M Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager	Joey Villarreal	Program manager	Foremost Paving Inc	956-647-7648	joeyv@fpitex.com
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Jose M Saenz	
Years of experience as project manager		25	
Years of experience with this organization		11	
Number of similar projects as project manager		100	
Number of similar projects in other positions		50	
Current Project Assignments		Quality Control and project manager	
Name of assignment		Percent of time used for this project	Estimated project completion date
Quality Control		50%	Ongoing
Project administration		75%	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jerry Carrizales	Name	Guadalupe L Salinas
Title/Position	Foreman / Supervisor	Title/Position	Owner / Management
Organization	Valley Striping Corp	Organization	Valley Striping Corp
Telephone	956-460-3059	Telephone	956-432-2444
Email	jerrycarrizales245@gmail.com	Email	valleystriping@me.com
Project	CITY OF EDINBURG CITY HALL Seal coating & Thermo	Project	CITY OF EDINBURG CITY HALL Seal coating & Thermo
Candidate's role on project	Field Supervisor	Candidate's role on project	Operations management
Project Superintendent			
Name of individual		Jerry Carrizales	
Years of experience as project superintendent		25	
Years of experience with this organization		25	
Number of similar projects as project superintendent		200	
Number of similar projects in other positions		80	
Current Project Assignments		Foreman / Field Supervisor & Safety coordinator	
Name of assignment		Percent of time used for this project	Estimated project completion date
Field Supervisor		50 %	Ongoing
Safety Coordinator		50 %	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Jerry Carrizales	
Years of experience as project manager		25	
Years of experience with this organization		25	
Number of similar projects as project manager		200	
Number of similar projects in other positions		80	
Current Project Assignments		Safety coordinator	
Name of assignment		Percent of time used for this project	Estimated project completion date
Safety Coordinator		50%	Ongoing
Field Supervisor		50%	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Jose M Saenz	
Years of experience as project superintendent		25	
Years of experience with this organization		11	
Number of similar projects as project superintendent		100	
Number of similar projects in other positions		50	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Quality Control		50%	Ongoing
Program manager		50%	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 09 day of May, 20 25.

Guadalupe L Salinas

Name of Bidder


Signature of Bidder

President

Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
2012 FHTR Truck (1)	✓	
2019 Dodge Pickup Truck (1)	✓	
2013 ISUZU TRUCK	✓	
2016 Trailer (1).	✓	
Sealer Machine (1)	✓	
Scarifier Grinding machines (2)	✓	
Thermoplastic Striping Machines (4) / Liners	✓	
Paint Striper machines (10)	✓	
Mechanical sweeper machine (1)	✓	
AIR BLOWERS (2)	✓	
2002 International Material supply Truck	✓	
2010 INTERNATIONAL/ Material Supply Truck	✓	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

[illegible]

BIDDER

2 of 3

Executed this: 09 Day of: May 20. 25

By: Guadalupe L Salinas
BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

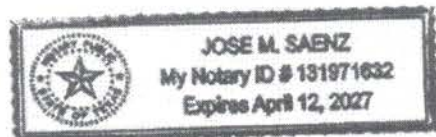
Subscribed and sworn to before me this:

Guadalupe L. Salinas

Jose M Saenz

NOTARY PUBLIC

END OF SECTION



CITY OF EDINBURG NON-BRIBERY MODEL FORM

[Bidder's letterhead]

VALLEY STRIPING CORP

[Date]

05-09-2025

[Name and address]

Valley Striping Corp
2708 Mid Valley Dr.
Weslaco, TX. 78599

Dear [Name of Owner] : CITY OF EDINBURG

The undersigned party certifies that [Name of bidding company] complies with the following criteria:
(Valley Striping Corp)

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.
2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.
3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Guadalupe L Salinas

Printed name

Signature

President / Owner

Position in bidding company

05-09-2025

Date

PERFORMANCE BOND

Contractor Name: Valley Striping Corp Address <i>(principal place of Business)</i> 2708 Mid Valley Dr Weslaco TX 78599	Surety Name: Great Midwest Insurance Company 800 Gessner Rd; Suite 600 Houston, TX 770224 [Address of Surety's principal place of business]
Owner CITY OF EDINBURG Name: [Full formal name of Owner] Mailing address <i>(principal place of business):</i> [Address of Owner's principal place of business] 415 W University Dr Edinburg TX 78539	Contract Description <i>(name and location):</i> Edinburg 2025-14 Thermoplastic Pavement Marking Installation and Removal Contract Price: 5% amount bid Effective Date of Contract: [Date from Contract]
Bond Bond [Amount] 5% greatest amount bid Date of Bond: [Date] 05-13-2025 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

PAYMENT BOND

Contractor Name: Valley Striping Corp Address (principal place of business): 2708 Mid Valley Dr Weslaco TX 78599	Surety Name: Great Midwest Insurance Co Address (principal place of business): 800 Gessner Rd; suite 600 Houston, TX 770224
Owner Name: CITY OF EDINBURG TX Mailing address (principal place of business): 415 W University Dr Edinburg TX 78539	Contract Description (name and location): Edinburg 2025-14 Thermoplastic Pavement marking installation and removal Contract Price: 5 % Greatest amount bid Effective Date of Contract: 05-13-2025
Bond Bond [Amount] 5 % Greatest amount bid Date of Bond: [Date] 05-13-2025 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
(Full formal name of Contractor) By: _____ (Signature) Name: _____ (Printed or typed) Title: _____ Attest: _____ (Signature) Name: _____ (Printed or typed) Title: _____	(Full formal name of Surety) (corporate seal) By: _____ (Signature) (Attach Power of Attorney) Name: _____ (Printed or typed) Title: _____ Attest: _____ (Signature) Name: _____ (Printed or typed) Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[None]**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:

- 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: Valley Striping Corp

State of Incorporation: Texas

Mailing Address: 2708 Mid Valley Dr Weslaco TX 78599

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: N/A

Mailing Address: N/A

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Guadalupe L Salinas

Mailing Address: 2708 Mid Valley Dr Weslaco TX 78599

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Guadalupe L Salinas / President

[Typed Name and Title of Authorized Representative]


[Signature of Authorized Representative]

05-09-2025
[Typed Date]

END OF DOCUMENT

Document 00640

**CERTIFICATION REGARDING DEPARTMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

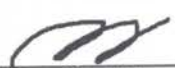
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Valley Striping Corp

[Typed Name of Company:]

Guadalupe L Salinas / President

[Typed Name & Title of Authorized Representative]


[Signature of Authorized Representative]

05-09-2025

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MKR & MRKS (4").	18200	LF	\$1.60	\$10,920.00
2	ELIMINATE EXISTING PAV MKR & MRKS (8").	1650	LF	\$1.20	\$1,980.00
3	ELIMINATE EXISTING PAV MKR & MRKS (12").	4350	LF	\$3.00	\$13,050.00
4	ELIMINATE EXISTING PAV MKR & MRKS (24").	935	LF	\$6.00	\$5,610.00
5	ELIMINATE EXISTING PREFAB MKR (SINGLE ARROWS)	37	EA	\$65.00	\$2,405.00
6	ELIMINATE EXISTING PREFAB MKR (DOUBLE ARROWS)	16	EA	\$130.00	\$2,080.00
7	ELIMINATE EXISTING PREFAB MKR (WORDS)	13	EA	\$130.00	\$1,690.00
8	REFL PAV MKR TY I (WHITE) 8" (DOTTED)(100MIL)	200	LF	\$2.00	\$400.00
9	REFL PAV MKR TY I (WHITE) 8" (SOLID)(100MIL)	1495	LF	\$2.00	\$2,990.00
10	REFL PAV MKR TY I (WHITE) 24" (SOLID)(100MIL) STOP BAR	4105	LF	\$6.00	\$24,630.00
11	REFL PAV MKR TY B (WHITE) (LEFT ARROW).	24	EA	\$180.00	\$4,320.00
12	REFL PAV MKR TY B (WHITE) (LEFT-DOUBLE ARROW).	7	EA	\$360.00	\$2,520.00
13	REFL PAV MKR TY B (WHITE) (RIGHT ARROW).	3	EA	\$180.00	\$540.00
14	REFL PAV MKR TY B (WHITE) (WORD- ONLY).	24	EA	\$250.00	\$6,000.00
15	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES	24	EA	\$45.00	\$1,080.00
16	PAVEMENT SEALER 8"	1850	LF	\$5.00	\$9,250.00
17	PAVEMENT SEALER 24"	4105	LF	\$1.50	\$6,157.50
18	REFL PAVE MARK TY 1-C. ALL COMPLETE IN PLACE	133	EA	\$4.00	\$532.00
19	REFL PAVE MARK TY II-A-A. ALL COMPLETE IN PLACE	1350	EA	\$4.00	\$5,400.00
20	WK ZN PAV MRKS SHT TERM TAB TY W	669	EA	\$2.00	\$1,338.00
21	WK ZN PAV MRKS SHT TERM TAB TY Y-S	662	EA	\$2.00	\$1,324.00
22	PAVEMENT SEALER 6"	19760	LF	\$3.00	\$5,928.00
23	REFL PAVE MARK TY I W 6" (DOT) (100 MIL)	155	LF	\$1.05	\$162.75
24	(PAVEMENT SEALER ARROW)	24	EA	\$60.00	\$1,440.00
25	(PAVEMENT SEALER WORD)	24	EA	\$60.00	\$1,440.00
26	(PAVEMENT SEALER DBL ARROW)	7	EA	\$80.00	\$560.00
27	(PAVEMENT SEALER TPL ARROW)	3	EA	\$60.00	\$180.00
28	(PAVEMENT SEALER YLD TRI)	24	EA	\$10.00	\$240.00
29	RE PM W/RET REQ TY I (W) 6" (BRK)(100 MIL)	810	LF	\$1.25	\$1,012.50
30	RE PM W/RET REQ TY I (W) 6" (SLD)(100 MIL)	5450	LF	\$1.25	\$6,812.50
31	RE PM W/RET REQ TY I (Y) 6" (SLD)(100 MIL)	13500	LF	\$1.25	\$16,875.00
32	(PAV SURF PREP FOR MKR 6")	19760	LF	\$3.00	\$5,928.00
33	(PAV SURF PREP FOR MKR 8")	1850	LF	\$4.00	\$7,400.00
34	(PAV SURF PREP FOR MKR 24")	4105	LF	\$1.80	\$7,389.00
35	(PAV SURF PREP FOR MKR ARROW)	47	EA	\$30.00	\$1,410.00
36	(PAV SURF PREP FOR MKR WORD)	24	EA	\$30.00	\$720.00
37	(PAV SURF PREP FOR MKR 18"YLD TRI)	24	EA	\$2.50	\$60.00
Total					\$146,789.25



VALLSTR-07

MCARDENAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2025

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).

PRODUCER Hub International Insurance Services 121 Pecan Blvd Mc Allen, TX 78501	CONTACT NAME: Jannet Castaneda		
	PHONE (A/C, No, Ext): (956) 630-4013	FAX (A/C, No): (956) 630-4015	
	E-MAIL ADDRESS: jannet.castaneda@hubinternational.com		
INSURED Valley Striping Corp 1616 E. Griffin Pkwy Ste 143 Mission, TX 78572	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Northfield Insurance Company		27987
	INSURER B : Starstone National Insurance Company		25496
	INSURER C : Texas Mutual Insurance Company		22945
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			WH011576	5/3/2024	5/3/2025	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
							Total Aggregate \$ 5,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			880480245ALI	5/3/2024	5/3/2025	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N / A			0001176217	1/25/2025	1/25/2026	☒ 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)

General Liability: Additional Insured and Primary/Non-Contributory per form S2802-CG(03/20)

Waiver of Subrogation per form S2857-CG(01/16)

30 Day Notice of Cancellation effective per form IL 00 17 11 98.

Workers' Compensation/Employers Liability: Waiver of Subrogation per form WC 42 03 04 B

30 Day Notice of Cancellation effective per form WC 42 03 01 L.

Excess Liability: 30 Day Notice of Cancellation effective per form SSN EXS 0028 TX 03 16.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg
1201 N. Doolittle Rd
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



ADDITIONAL REMARKS SCHEDULE

AGENCY Hub International Insurance Services		NAMED INSURED Valley Striping Corp 1616 E. Griffin Pkwy Ste 143 Mission, TX 78572
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Excess Liability is a follow form.

Project: Thermoplastic Pavement Marking Installation and Removal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS)
(Includes Products-Completed Operations When Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a.** With respect to liability for "bodily injury" or "property damage" that occurs subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect;
- b.** If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization; and
- c.** Subject to the following limitations and conditions on the insurance provided to such additional insured:
 - (1)** If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in **SECTION III - LIMITS OF INSURANCE**.
 - (2)** The insurance provided to such additional insured does not apply to "bodily injury" or "property damage" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a)** The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b)** Supervisory, inspection, architectural or engineering activities.
 - (3)** The insurance provided to such additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the written contract or agreement requires you to provide such coverage or the end of the policy period, whichever is earlier.
 - (4)** The insurance provided to such additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if the written contract or agreement requires that the insurance provided under this Coverage Part apply on a primary basis or a primary and non-contributory basis, then this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But, the insurance provided to the additional insured still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.

(5) The additional insured must comply with the following duties:

- (a)** Give us written notice as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, such notice should include:
 - (i)** How, when and where the "occurrence" took place;
 - (ii)** The names and addresses of any injured persons and witnesses; and
 - (iii)** The nature and location of any injury or damage arising out of the "occurrence".
- (b)** If a claim is made or "suit" is brought against the additional insured:
 - (i)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (ii)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (c)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (d)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to the additional insured is primary to other insurance available to the additional insured which covers that person or organization as a named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the written contract or agreement.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/25/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001176217 of Texas Mutual Insurance Company effective on 1/25/25

Issued to: VALLEY STRIPING CORP

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

1/8/25

Named Insured:	Valley Striping Corp.
Policy No:	88048O245ALI
Endorsement No:	5
Endorsement Effective Date:	05/03/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

CANCELLATION AND NONRENEWAL - TEXAS CHANGES

The Policy is amended as follows:

A. Paragraph B. 2. CANCELLATION of **SECTION VI. - CONDITIONS** is deleted and replaced by the following:

2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this Policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

- a.** If this Policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this Policy solely because the policyholder is an elected official.
- b.** If this Policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (1)** Fraud in obtaining coverage;
 - (2)** Failure to pay premiums when due;
 - (3)** An increase in hazard within the control of the insured which would produce an increase in rate;
 - (4)** Loss of our reinsurance covering all or part of the risk covered by the Policy; or
 - (5)** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

B. SECTION VI. – CONDITIONS is amended to include the following condition:

NONRENEWAL

- 1.** We may elect not to renew this Policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this Policy solely because the policyholder is an elected official.
- 2.** This Paragraph, **2.**, applies unless the Policy qualifies under Paragraph **3.** below.

If we elect not to renew this Policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this Policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this Policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

- a. The first Named Insured; and

- b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2025

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).

PRODUCER  Millie Castillo 2510 East Griffin Parkway Mission TX 785723348		CONTACT NAME: Millie Castillo PHONE (A/C, No, Ext): 956-585-2778 E-MAIL ADDRESS: millie.castillo.cv3q@statefarm.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 25178
INSURED VALLEY STRIPING CORP 2708 MIDVALLEY DR WESLACO TX 785994170				

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.

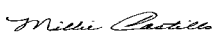
INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	430 9136-A22-53C	01/22/2025	07/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	A				PER STATUTE ☐ OTH-ER ☐ \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PROJECT:

Thermoplastic Pavement Marking Installation and Removal

CERTIFICATE HOLDER**CANCELLATION**

CITY OF EDINBURG 1201 N. Doolittle Rd 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  This form was system-generated on 04/24/2025
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CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

N/A

Date:

04-28-2025

Company/Vendor Name:

Valley Striping Corp

Printed Name and Title:

Guadalupe Salinas / President

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Valley Striping Corp
(Full, correct legal name)
 - Address: 2708 Mid Valley Dr Weslaco TX 78599
 - Telephone/Fax: (956) 432-2444
 - Email address: valleystriping@yahoo.com
2. 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 X
3. Is your Company authorized and/or licensed to do business in Texas? Yes X No
4. Where is the Company's corporate headquarters located? Texas
5. a. Does the Company have an office located in Edinburg, Texas? Yes No X
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. N/A
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
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. N/A
7. Indicate person whom The CITY may contact concerning your submittal.

Name: Guadalupe L Salinas
Address: 6700 N 14th Ln McAllen TX 787504
Telephone: 956-432-2444
Fax: N/A
Email: valleystriping@me.com
8. 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.

9. 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. N/A

10. Provide any other names under which your business has operated within the last 10 years.

N/A

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

- 1 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.

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Guadalupe L Salinas, being first duly sworn, deposes and says that: (Name)

- (1) He is President of Valley Striping Corp, the Bidder that has submitted the attached Bid; (Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

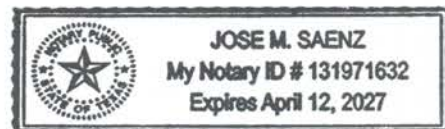
Title

President

Subscribed and sworn to me this 01 day of May 2025.

By:

Jose M. Saenz



Notary Public

My commission expires 04-12-27

HOUSE BILL 89 VERIFICATION

I, Guadalupe L Salinas, the undersigned representative of

Valley Striping Corp, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe L Salinas / President

TYPE/PRINT NAME AND TITLE:

05-02-25

DATE:

SENATE BILL 13 VERIFICATION

I, Guadalupe L Salinas, the undersigned representative of

Valley Striping Corp, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

05-02-2025

DATE:

SENATE BILL 19 VERIFICATION

I, Guadalupe L Salinas, the undersigned representative of
Valley Striping Corp, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) *to comply with federal, state, or local law, policy, or regulation or a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
- 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*
- 6) *"Firearm entity" means:*
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.*
- 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b) has two or more firearm entities as members; and*
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

05-02-2025

DATE:

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.

N/A

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.

N/A

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

N/A

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

05-02-2025

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.

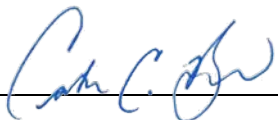
REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Valley Striping Corp

Reference Company Name: Foremost Paving Inc

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ☒ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ☒ No _____
3. Provided completed warranty documents and performed warranty items timely: Yes ☒ No _____
4. Contractor's history of completing on schedule: Excellent ☒ Good _____ Satisfactory _____ Poor _____
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ No _____

Signature: 

Printed Name: Carter C. Biel, Estimator Foremost Paving, Inc.

Date: 05/05/2025



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Valley Striping
2708 Mid Valley Drive
Mission, TX 78599

OWNER:

(Name, legal status and address)

City of Edinburg
415 W. University Drive
Edinburg TX 78539

BOND AMOUNT:

5% Greatest Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Edinburg 2025-14 Thermoplastic Pavement Marking Installation and Removal

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner Rd., Suite 600
Houston, TX 770224

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of May 2025

(Witness)  (Witness)	Valley Striping (Principal)  (Title) Guadalupe Salinas, President Great Midwest Insurance Company (Surety)  (Title) Attorney-in-Fact Michael Benitez	(Seal) (Seal)
--	---	-----------------------------

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Andres Alvarez, Philip Young, Ruby Hernandez, Michael Benitez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

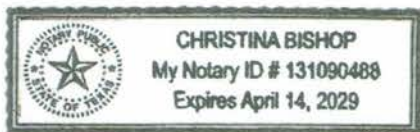


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 13th Day of May 2025.



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Valley Striping Corp		
Corporate Office	2708 Mid Valley Dr Weslaco TX 78599		
Name:	Guadalupe L Salinas	Phone number:	(956) 432-2444
Title:	President	Email address:	valleystriping@me.com
Business address of corporate office:	2708 Mid Valley Dr Weslaco TX 78599		
Local Office	2708 Mid Valley Dr Weslaco TX 78599		
Name:	Guadalupe L Salinas	Phone number:	(956) 432-2444
Title:	President	Email address:	valleystriping@me.com
Business address of local office:	2708 Mid Valley Dr Weslaco TX 78599		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.	N/A		
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	01-02-1999	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	Valley Striping Corp	Affiliation:	100 %
Address:	2708 Mid Valley Dr Weslaco TX 78599		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Guadalupe L Salinas	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	\$ N/A
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☒ Disadvantaged Business Enterprise	Texas Department of Transportation	
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☒ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	
☐ Other		
☐ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Valley Striping Corp	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
N/A		

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2023			2024		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
NCCI	.91					0			

ARTICLE 5—FINANCIAL

- 5.01 Provide Annual Gross Revenue (Past Year): ☐ \$100,000 or less ☐ \$100,000 - \$500,000 ☐ \$500,000 - \$1,000,000 ☒ \$1,000,000 - \$5,000,000 ☐ \$5,000,000 and over
- 5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	VIP Insurance	
Surety is a corporation organized and existing under the laws of the state of:	Texas	
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No		
Mailing Address (principal place of business):	P.O. Drawer 3783	
	McAllen, TX 78502-3783	

Physical Address (principal place of business):	400 W Interstate 2		
	San Juan TX 78589		
Phone (main):	(956) 685-1920 Direct Line	Phone (claims):	(956) 685-1920 Direct Line

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
HUB International Texas, Inc.		Commercial GL & Workerscom	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No	
Mailing Address (principal place of business):			
	HUB International Texas, Inc.		
	121 W Pecan, McAllen TX 78501		
Physical Address (principal place of business):			
	121 W Pecan, McAllen TX 78501		
Phone (main):	Office: 956-682-2841	Phone (claims):	956-630-4013

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	10
Estimate of revenue for the current year:	900,000
Estimate of revenue for the previous year:	1.2 M

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Valley Striping Corp
(typed or printed name of organization)

By: 
(individual's signature)

Name: Guadalupe L Salinas
(typed or printed)

Title: President
(typed or printed)

Date: 05-02-2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: N/A
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization	Valley Striping Corp						
Project Owner	CITY OF EDINBURG		Project Name	BID 2023-29 PAVEMENT MARKINGS / CITY OF EDINBURG			
General Description of Project	Remove existing pavement markings and Installation of Thermoplastic pavement markings per plans						
Project Cost	\$182,040		Date Project	08-01-2023			
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager	
Name	Guadalupe L Salinas		Jerry Cardenas Carrizales		Jerry Cardenas Carrizales	Jose M Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name		Title/Position		Organization	Telephone	Email
Owner	Larry Ayala		Assistant Director		City of Edinburg	(956) 388-8210	layala@cityofedinburg.com
Designer	N/A						
Construction Manager	Valentin Sanchez		Traffic Manager		City of Edinburg	956-388-8210	vsanchez@cityofedinburg.com

Project Owner	CITY OF MISSION TX		Project Name	RFB-22-520-08-22 PAVEMENT MARKINGS			
General Description of Project	THERMOPLASTIC STRIPING CONTRACT						
Project Cost	\$94,383		Date Project	10-14-2022			
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager	
Name	Guadalupe Salinas		Jerry Carrizales		Jerry Carrizales	Jose M Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name		Title/Position		Organization	Telephone	Email
Owner							
Designer	Juan PabloTerrazas		City Engineeer PE		City of Mission	(956)585-3275	jpterrazas@missiontexas.us
Construction Manager	Gabriel Diaz		Traffic Manager		City of Mission	(956)227-7916	gdiaz@missiontexas.us

Project Owner	DWilson Co		Project Name	Anzalduas Bridge Infrastructure Improvements			
General Description of Project	THERMOPLASTIC STRIPING						
Project Cost	\$44,671		Date Project	12-01-2024			
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager	
Name	Guadalupe Salinas		Jerry Carrizales		Jerry Carrizales	Jose M Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name		Title/Position		Organization	Telephone	Email
Owner							
Designer							
Construction Manager	WILLIAM NORTHCUTT		Program Manager		DWilson Co	(956) 499-0404	williamn@dwilsonconstruction.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	PORT OF BROWNSVILLE				
Project Owner	PORT OF BROWNSVILLE		Project Name	2024 OSTOS RD STRIPING & SIGNAGE	
General Description of Project	Thermoplastic Pavement markings & Signage installation.				
Project Cost	\$103,205		Date Project	7-16-2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Guadalupe L Salinas	Jerry Carrizales	Jerry Carrizales	Jose M Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Pablo Esquivel	Engineering Project Manager	Port of Brownsville TX	(956) 838-7013	
Designer					pesquivel@portofbrownsville.com
Construction Manager	Nora Alicia Gonzalez	Engineering Administrative Assistant	Port of Brownsville TX	(956) 838-7003	nagonzalez@portofbrownsville.com

Project Owner	Anderson Columbia		Project Name	VA HIDALGO CO, CONTR. 07113207;CONTROL 092102173;BOR2002(632)	
General Description of Project	Pharr Intl. Bridge Pavement markings Improvements / Thermoplastic				
Project Cost	\$218,156		Date Project	12-10-2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Guadalupe L Salinas	Jerry Carrizales	Jerry Carrizales	Jose M Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Chris Garza	Project manager	Anderson Columbia	956-998-0292	chris.garza@andersoncolumbia.com

Project Owner	UTRGV		Project Name	UTRGV PARKING LOT IMPR.	
General Description of Project	Pavement markings improvements / Thermoplastic - Edinburg Campus				
Project Cost	\$80,128		Date Project	October 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Guadalupe L Salinas	Jerry Carrizales	Jerry Carrizales	Jose M Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Melissa L. Sandoval	Parking Manager	UTRGV	(956) 665-2738	melissa.sandoval@utrgv.edu

Schedule B—Previous Experience with Similar Projects

Name of Organization	Foremost Paving Inc				
Project Owner	SpaceX	Project Name	SpaceX Border Patrol Checkpoint Expansion		
General Description of Project	Pavement markings improvements / Thermoplastic				
Project Cost	\$51,200	Date Project	October 29,2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Guadalupe L Salinas	Jerry Carrizales	Jerry Carrizales	Jose M Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Joey Villarreal	Program manager	Foremost Paving Inc	956-647-7648	joeyv@fpitex.com

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**STATEMENT OF
BIDDER'S QUALIFICATIONS**

CITY OF EDINBURG

Schedule C—Key Individuals

Project Manager			
Name of individual		Jose M Saenz	
Years of experience as project manager		25	
Years of experience with this organization		11	
Number of similar projects as project manager		100	
Number of similar projects in other positions		50	
Current Project Assignments		Quality Control and project manager	
Name of assignment		Percent of time used for this project	Estimated project completion date
Quality Control		50%	Ongoing
Project administration		75%	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jerry Carrizales	Name	Guadalupe L Salinas
Title/Position	Foreman / Supervisor	Title/Position	Owner / Management
Organization	Valley Striping Corp	Organization	Valley Striping Corp
Telephone	956-460-3059	Telephone	956-432-2444
Email	jerrycarrizales245@gmail.com	Email	valleystriping@me.com
Project	CITY OF EDINBURG CITY HALL Seal coating & Thermo	Project	CITY OF EDINBURG CITY HALL Seal coating & Thermo
Candidate's role on project	Field Supervisor	Candidate's role on project	Operations management
Project Superintendent			
Name of individual		Jerry Carrizales	
Years of experience as project superintendent		25	
Years of experience with this organization		25	
Number of similar projects as project superintendent		200	
Number of similar projects in other positions		80	
Current Project Assignments		Foreman / Field Supervisor & Safety coordinator	
Name of assignment		Percent of time used for this project	Estimated project completion date
Field Supervisor		50 %	Ongoing
Safety Coordinator		50 %	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Jerry Carrizales	
Years of experience as project manager		25	
Years of experience with this organization		25	
Number of similar projects as project manager		200	
Number of similar projects in other positions		80	
Current Project Assignments		Safety coordinator	
Name of assignment		Percent of time used for this project	Estimated project completion date
Safety Coordinator		50%	Ongoing
Field Supervisor		50%	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Jose M Saenz	
Years of experience as project superintendent		25	
Years of experience with this organization		11	
Number of similar projects as project superintendent		100	
Number of similar projects in other positions		50	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Quality Control		50%	Ongoing
Program manager		50%	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

**CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS**

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 09 day of May, 2025.

Guadalupe L Salinas

Name of Bidder



Signature of Bidder

President

Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
2012 FHTR Truck (1)	✓	
2019 Dodge Pickup Truck (1)	✓	
2013 ISUZU TRUCK	✓	
2016 Trailer (1).	✓	
Sealer Machine (1)	✓	
Scarifier Grinding machines (2)	✓	
Thermoplastic Striping Machines (4) / Liners	✓	
Paint Striper machines (10)	✓	
Mechanical sweeper machine (1)	✓	
AIR BLOWERS (2)	✓	
2002 International Material supply Truck	✓	
2010 INTERNATIONAL/ Material Supply Truck	✓	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

[illegible]

BIDDER

Executed this: 09 Day of : May 20. 25

By: Guadalupe L Salinas
BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

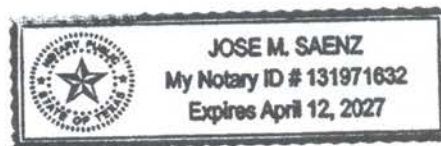
Subscribed and sworn to before me this:

Guadalupe L. Salinas

José M Saenz

NOTARY PUBLIC

END OF SECTION



CITY OF EDINBURG NON-BRIBERY MODEL FORM

[Bidder's letterhead]

VALLEY STRIPING CORP

[Date]

05-09-2025

[Name and address]

Valley Striping Corp
2708 Mid Valley Dr.
Weslaco, TX. 78599

Dear [Name of Owner] : CITY OF EDINBURG

The undersigned party certifies that [Name of bidding company] complies with the following criteria:
(Valley Striping Corp)

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.
2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.
3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Guadalupe L Salinas

Printed name

Signature

President / Owner

Position in bidding company

05-09-2025

Date

PERFORMANCE BOND

Contractor		Surety	
Name: Valley Striping Corp		Great Midwest Insurance Company 800 Gessner Rd; Suite 600 Houston, TX 770224	
Address (principal place of Business) 2708 Mid Valley Dr Weslaco TX 78599		[Address of Surety's principal place of business]	
Owner		Contract	
CITY OF EDINBURG		Description (name and location):	
Name: [Full formal name of Owner]		Edinburg 2025-14 Thermoplastic Pavement Marking Installation and Removal	
Mailing address (principal place of business): [Address of Owner's principal place of business] 415 W University Dr Edinburg TX 78539		Contract Price: 5% amount bid Effective Date of Contract: [Date from Contract]	
Bond			
Bond [Amount] 5% greatest amount bid			
Date of Bond: [Date] 05-13-2025			
(Date of Bond cannot be earlier than Effective Date of Contract)			
Modifications to this Bond form: ☐ None ☐ See Paragraph 16			
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.			
Contractor as Principal		Surety	
(Full formal name of Contractor)		(Full formal name of Surety) (corporate seal)	
By: _____ (Signature)		By: _____ (Signature)(Attach Power of Attorney)	
Name: _____ (Printed or typed)		Name: _____ (Printed or typed)	
Title: _____		Title: _____	
Attest: _____ (Signature)		Attest: _____ (Signature)	
Name: _____ (Printed or typed)		Name: _____ (Printed or typed)	
Title: _____		Title: _____	
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.			

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: Valley Striping Corp Address (principal place of business): 2708 Mid Valley Dr Weslaco TX 78599	Surety Name: Great Midwest Insurance Co Address (principal place of business): 800 Gessner Rd; suite 600 Houston, TX 770224
Owner Name: CITY OF EDINBURG TX Mailing address (principal place of business): 415 W University Dr Edinburg TX 78539	Contract Description (name and location): Edinburg 2025-14 Thermoplastic Pavement marking installation and removal Contract Price: 5 % Greatest amount bid Effective Date of Contract: 05-13-2025
Bond Bond [Amount] 5 % Greatest amount bid Date of Bond: [Date] 05-13-2025 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal (Full formal name of Contractor) By: _____ (Signature) Name: _____ (Printed or typed) Title: _____ Attest: _____ (Signature) Name: _____ (Printed or typed) Title: _____	Surety (Full formal name of Surety) (corporate seal) By: _____ (Signature)(Attach Power of Attorney) Name: _____ (Printed or typed) Title: _____ Attest: _____ (Signature) Name: _____ (Printed or typed) Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:

- 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS

THE COUNTY OF HIDALGO§
§
KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Guadalupe L Salinas

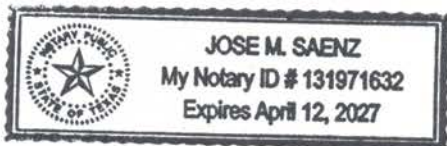
[Affiant]

, who

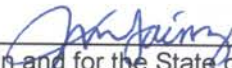
being by me duly sworn on his oath stated that he is President, of
[Title]Valley Striping Corp

[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.


[Affiant's Signature]SWORN AND SUBSCRIBED before me on 05-09-2025
[Date]

[Notary Seal]


Notary Public in and for the State of TEXASJose M. Saenz
[Print or type Notary Public name]My Commission Expires: 04-12-2027
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: Valley Striping Corp
State of Incorporation: Texas
Mailing Address: 2708 Mid Valley Dr Weslaco TX 78599

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: N/A
Mailing Address: N/A

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Guadalupe L Salinas
Mailing Address: 2708 Mid Valley Dr Weslaco TX 78599

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Guadalupe L Salinas / President
[Typed Name and Title of Authorized Representative]


[Signature of Authorized Representative]

05-09-2025
[Typed Date]

END OF DOCUMENT

Document 00640

**CERTIFICATION REGARDING DEPARTMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Valley Striping Corp

[Typed Name of Company:]

Guadalupe L Salinas / President

[Typed Name & Title of Authorized Representative]



[Signature of Authorized Representative]

05-09-2025

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
COUNTY OF HIDALGO	§	EDINBURG AND PAVEMENT MARKINGS,
CITY OF EDINBURG	§	INC FOR THE DOWNTOWN SQUARE
		THERMOPLASTIC PAVEMENT MARKING
		INSTALLATION AND REMOVAL

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and Pavement Markings, Inc. (hereinafter “Contractor”), are the parties to this Agreement.

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 for the application of all markings to be applied in an extruded method using a push behind hand liner applicator or an approved equal and require a sealer application before striping. The thermoplastic application shall have a .100 mil thickness finished with glass beads to meet TXDOT specifications for thermoplastic markings. The City of Edinburg is soliciting professional service company’s and suppliers for services and materials and labor related to the Thermoplastic Pavement Marking Installation and Removal.

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

SECTION I **EMPLOYMENT OF CONTRACTOR**

A. City agrees to employ Contractor to furnish and provide the Services, as stated in this agreement and **Exhibit “A”**. Upon receipt of Services to the City’s satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II **SERVICES OF CONTRACTOR**

A. The Contractor shall, in the scope of his work, perform the Services identified in **Exhibit “A”** of this document at the direction of the City. City shall provide Contractor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall

in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Contractor's work with the following tasks:
1. Provide Contractor with its requirements for the Services.
 2. Assist Contractor by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor to perform its Services.
 4. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV **RESPONSIBILITIES OF CONTRACTOR**

- A. Contractor shall perform the Services described in **Exhibits "A"**.
- B. Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.
- D. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- E. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither 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.

F. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

G. Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Contractor for Contractor's errors or omissions.

SECTION V

PAYMENT AND FEES

A. City hereby agrees to pay the total project cost not to exceed the sum of **\$104,082.60** as listed in Attachment A for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Any Services are defective, requiring correction or replacement;

d. City has been required to correct defective Services or has accepted defective Services;

e. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Contractor written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Contractor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Contractor's employees' taxes. Contractor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Contractor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Contractor shall provide an invoice per tasks. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. Pricing entries in the Attachment A apply to the period of May 18, 2025 to August 19, 2025.

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, the Services shall be completed **August 19, 2025** The City of Edinburg will retain the option, at its sole discretion, additional project if deemed necessary for the total project **Calendar Days** of 75 days.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, the City may cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Contractor breach or violate any of the provisions of this Agreement, including but not limited to Vendor's inability, or anticipated inability, to complete the Services by **August 19, 2025**

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

E. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII

LIQUIDATED DAMAGES

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Services are not completed as set out above. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Services are not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **based on fees below** for each day that expires after the time to complete the Services (as duly adjusted pursuant to the Contract) specified above.

For Contract of Amount			Cost Per Day
\$1,000.00	To	\$5,000.00	\$50.00
\$5,000.01	To	\$25,000.00	\$100.00
\$25,000.01	To	\$100,000.00	\$200.00
\$100,000.01	To	\$500,000.00	\$250.00

\$500,000.01	To	\$1,000,000.00	\$300.00
\$1,000,000.01	To	\$2,000,000.00	\$400.00
\$2,000,000.01	To	\$3,000,000.00	\$500.00
\$3,000,000.01	To	\$4,000,000.00	\$600.00
\$4,000,000.01	To	\$5,000,000.00	\$700.00
\$5,000,000.01	And	Over	\$800.00

SECTION VIII **SCHEDULE REQUIREMENTS**

Whenever, in the sole discretion of the City, the Services fall behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION IX **WRITTEN NOTICE OF ISSUE**

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION X **NO DAMAGE FOR DELAY**

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION XI **UNREASONABLE SITE INSPECTION REQUIREMENTS**

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Services and that it has investigated and satisfied itself as to the general and local conditions which can affect the Services and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site and available documents.

SECTION XII

DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall other than the services under this agreement. In such case, Contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XIII

MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry 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 Contractor or its employees. 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 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

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;
4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and
5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION XIV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and 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 forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XV
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. 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 Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own expenses, including attorneys' fees, costs, and expenses.

SECTION XVI
INDEMNIFICATION

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless, and defend City, 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 attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to the Services.

SECTION XVII

LIMITATION OF LIABILITY

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Services. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Contractor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XVIII

AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIX

NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threatened against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XX

SEVERABILITY

A. 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 XXI **NOTICE**

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested, (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, or (iii) sent by email and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: Myra L. Ayala, City Manager
mayala@cityofedinburg.com

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: Josephine Ramirez Solis, City Attorney
jrsolis@cityofedinburg.com

Name of Contractor
Address
City, State, Zip code
Attn: Name of Rep.
Email:

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting, (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day, or (iii) if by email, the date and time indicated in the email.

SECTION XXII **NON-APPROPRIATIONS**

A. 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.

B. 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.

SECTION XXIII

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.

SECTION XXIV

CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, the terms of this Agreement shall be controlling.

SECTION XXV

NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Contractor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Contractor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, 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: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis
City Attorney

PAVEMENT MARKING, INC.

BY: _____
Mr. Juan F. Villescas, President
7010 N FM 493
Donna, TX 78537
(956) 373-0545
Villerg37@aol.com

Attachments: Exhibit "A"
Exhibit "B" Insurance

EXHIBIT “A” TO AGREEMENT

EXHIBIT “B” TO AGREEMENT



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

AWARDING OF BIDS

Agenda Item No: 11.C.

RFP 2025-005 Insurance Benefit Consultant Agreement

1. **Agenda Item:**

Consider Awarding RFP No. 2025-005, Insurance Benefit Consultant and Authorize the City Manager to Negotiate and Enter Into an Agreement Related Thereto. [Laura L. Cerda, Assistant Director of Human Resources]

2. **Description:**

The City is seeking to select a qualified insurance benefit consultant firm that will provide negotiation services and engagement responsibilities pertaining to the review of group insurance plan designs, benefit programs, reporting, implementation changes, negotiate insurance plans and rates, review utilization, regulatory compliance, and provide the City with overall plan management which will be in the best interest of the City and its employees.

On Wednesday, March 26, 2025, requests for proposals were opened for RFP No. 2025-005, Insurance Benefit Consultant. Six (6) RFPs were received and opened.

The ranking committee consisted of Assistant City Manager, Assistant Human Resources Director, Risk Manager, and Benefits & Wellness Manager.

The following firms are listed in alphabetical order:

Vendor / Firm	Cost of Service
1. FBMC Benefits Management, Inc.	\$400,000 can be combined with commission fees
2. Marsh McLennan Agency	\$82,500
3. Newkirk & Newkirk, Inc.	\$1.25 per employee, per month, per benefit product
4. Ortegon Insurance Agency, LLC	\$20,000 for a 2-year contract, \$35,000 for a 1-year contract
5. Pathfinder LLD Insurance Group	\$35,000
6. Valley Risk Consulting	\$46,435

The city staff will meet to negotiate the services and cost with the selected firm. Based on the evaluations, Staff is recommending Valley Risk Consulting. If negotiations with the selected firm are not successful, staff can proceed with the next firm.

3. **Staff's Recommendation:**

Approve Awarding RFP No. 2025-005, Insurance Benefit Consultant and Authorize the City Manager to Negotiate and Enter Into an Agreement Related Thereto.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Laura Cerda, Assistant
Director of Human
Resources

Attachments:

- A. Notice to Respondents - RFP 2025-005 Insurance Benefit Consultant
- B. Bidder's List
- C. Respondent List
- D. Vendor Scores by Evaluation Criteria
- E. FMBC Benefits Manager
- F. Newkirk and Newkirk
- G. Ortegon Insurance Agency
- H. Pathfinder LLD
- I. Valley Risk Consulting
- J. Contract - Insurance Benefit Consultant Sample

REQUEST FOR PROPOSAL
2025-005
INSURANCE BENEFIT CONSULTANT

City of Edinburg
415 W. University Drive
Edinburg, TX 78541



RELEASE DATE: March 26, 2025

DEADLINE FOR QUESTIONS: April 4, 2025

RESPONSE DEADLINE: April 15, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/cityofedinburg>

City of Edinburg
REQUEST FOR PROPOSAL
Insurance Benefit Consultant

I.	Introduction.....
II.	Legal Notice
III.	Instructions, Terms and Conditions.....
IV.	Specifications.....
V.	Vendor Questionnaire.....
VI.	Pricing Proposal
VII.	Evaluation Criteria

Attachments:

A - Contract - Insurance Benefit Consultant Sample

B - Business_Associate_Agreement

1. Introduction

1.1. Summary

The City of Edinburg is seeking proposals for an Insurance Benefit Consultant to review insurance proposals.

1.2. Background

The City is organized into twenty-two (22) departments and provides a full range of municipal services to its citizens including fire and police protection, animal care and municipal court facilities, water and sanitary sewer utilities, solid waste collection services and residential recycling, a regional landfill, the construction of streets, drainage and other infrastructure, recreation activities, swimming pools and athletic fields, public library and other facilities used for various cultural and civil activities.

Currently there are approximately 1300 Full-Time Employees, 60 Part-Time Employees, and 100 retirees who qualify for the City's fully insured plan. The Benefit Insurance Plan Year coincides with the City's fiscal year of October 1 – September 30.

The Insurance Benefit Consultant agreement includes a "Scope of Services." The City of Edinburg reserves the right to terminate the agreement at any time should it be determined the Scope of Services are not met. The Insurance Benefit Consultant agreement is expected to commence immediately following the selection process, to include all service requirements.

1.3. Contact Information

Laura Cerda

Assistant Director of Human Resources

415 W. University Dr.

Edinburg, TX 78541

Email: lcerda@cityofedinburg.com

Phone: [\(956\) 388-1873](tel:(956)388-1873) Ext: [8660](tel:8660)

Department:

Human Resources

Department Head:

Belinda Torres

Human Resources Director

1.4. Timeline

Release Project Date	March 26, 2025
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Pre-Proposal Meeting (Non-Mandatory)	April 3, 2025, 2:00pm A pre-proposal meeting will be held in person at the Emergency Operations Center (EOC) located inside the Edinburg Fire Department, at 212 West McIntyre Street, Edinburg, TX 78541
Question Submission Deadline	April 4, 2025, 5:00pm
Proposal Submission Deadline	April 15, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for an Insurance Benefit Consultant.

Sealed Proposals must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, April 15, 2025.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and respondent's names publicly read aloud promptly in the Emergency Operations Center (EOC) located inside the Edinburg Fire Department, 212 West McIntyre Street, Edinburg, TX 78539, at 3:00 pm, Tuesday, April 15, 2025.

To obtain a copy of the Request for Proposals or submit an electronic proposal please visit:

<https://procurement.opengov.com/portal/cityofedinburg>

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. 2025-005" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

If submitting Electronic: <https://procurement.opengov.com/portal/cityofedinburg>

If Hand-Delivering RFPs: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. 2025-005

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Friday, April 4, 2025.

The City of Edinburg reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed most advantageous to the City, and hold the proposal for a period of **90 days** without taking action.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for an Insurance Benefit Consultant

INTENT

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

If submitting a Hard Copy RFP, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive.** Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. RFPs submitted by facsimile (fax) will not be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. Failure to meet RFP requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic: <https://procurement.opengov.com/portal/cityofedinburg>

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs **90** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews.

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. 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.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this RFP.

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 RFP

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

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP 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

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for an Insurance Benefit Consultant 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 Manager, 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 Proposals shall be directed to the e-procurement portal as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for Proposals, 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 AND OFFICIAL CONTACT

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.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

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 RFP 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 ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

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.

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 proposal price preference as allowed by Section 271.9051 of the Local Government Code.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any proposal unit prices/rates will govern.

CONFIDENTIALITY OF INFORMATION AND SECURITY

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.

ADDENDA AND MODIFICATIONS

Respondent shall carefully examine the RFP forms, specifications/requirements, and instructions to Respondents. Should the respondent find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:<https://procurement.opengov.com/portal/cityofedinburg> and obtain clarification by addendum prior to submitting any RFP. 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 available thru the e-procurement portal, and e-mailed, to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original RFP documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. **Submittals should be acknowledged through OpenGov.** Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. The City may issue a written addendum no later than five (5) calendar days prior to the date bids must be received. Addendums are available online at <https://procurement.opengov.com/portal/cityofedinburg>

RFP 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 RFP 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 RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing the proposal must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

COOPERATIVE PRICING

Respondents are advised that in addition to responding to our “local” solicitation for proposals/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 proposal opening date and hour.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this proposal.

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.

3.2. 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.

4. Specifications

4.1. RFP REQUIREMENTS

CLARIFICATION AND INTERPRETATION OF RFP

The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

PURPOSE

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the Proposer’s products and services as they compare to other providers and as they pertain to the needs of the City’s organization as defined in this document.

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 of The CITY limitations will result in disqualification of the submitted RFP. An electronic file will be submitted to the OpenGov Procurement Portal and if submitting a Hard copy proposal be sure to **submit two (2) complete sets of the response, one (1) original marked “ORIGINAL,” and one (1) Digital Copy in a USB** and shall be submitted to the address on the cover letter.

CONTENTS

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

4.2. FIRM QUALIFICATIONS, PERSONNEL AND STAFFING

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions shall be disqualified without further consideration.

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of Edinburg.

The City of Edinburg requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to

review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal.

Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12-point font. It is requested that proposals be limited to no more than 50 pages, excluding resumes and any sample documents. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

Qualifications and Experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses (General Lines Agent for Life and Health), etc.
3. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services in similar size and scope.
4. Provide a copy of latest audited Annual Financial Report.
5. The same information must be provided for any associate firm or sub-consultant.

Company Operational Information

1. Client History - Describe whether your firm (or any firm previously affiliated with your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm's client cities.
2. Describe whether your firm has ever lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities.
3. Describe, in detail, whether your firm has ever lost an account due to breach of contract, or incurred any unfavorable contractual outcomes (to include any terminations, etc.)

Rates, Fees, and Expenses

1. Provide a detailed fee schedule for services related to the scope of work identified in this RFP.
2. Identify and list all special services and identify charges, particularly disclosure requirements.

References

1. Provide references for similarly successful projects from five (5) governmental agencies to include municipalities. For each reference, include the dates of service, name of the agency, contact name, telephone and email address.

4.3. SERVICE REQUIREMENTS AND RESPONSIBILITIES

The intent of this Request for Proposal and resulting contract is to obtain proposals from a qualified consultant who meets the service requirements and engagement responsibilities which include, but may not be limited to:

- Serve the City as an advisor regarding the preparation and evaluation of the City's RFP for health plan design and content including COBRA, section 125 program, dental, vision, long and short-term disability, life insurance benefits and their components and employee assistance program.
- Serve the City as an advisor regarding voluntary insurance products and their components to provide the optimum voluntary benefit package, upon request of the City.
- Review, as needed, the existing employee benefit programs for competitiveness, appropriateness and overall acceptance by plan participants.
- Serve and assist the City in negotiating benefits provider contract(s) resulting from the review and recommendations noted above including the use of available provider networks. Provide the City underwriting data and evaluation services to support contract modifications such as benefit differentials and funding options.
- Negotiate, when appropriate, long term rate(s)/service guarantees designed to meet the service delivery and financial plan of the City.
- Assist the City in preparing reports to the City Council, City Manager or Human Resources Director on the progress, applicability and overall benefit of a specific plan.
- Review utilization rates and evaluate each on the City's best option as it relates to fully-funded plans.
- Assist the City with plan design changes, plan implementation strategies, plan design and/or benefits communications relating to coverage; integrating appropriate assignments of duties to vendors, while maintaining proper oversight/ responsibilities.
- Review new or proposed administrative services provided by outside vendor(s) to determine the most effective and efficient service delivery strategies.
- Assist the City with premium funding projections in preparation of its annual budget process. Review long term healthcare contribution philosophy and budgetary agenda and best strategies for applying identified resources to a meaningful long term benefit package.
- Provide the City with overall plan management and quality assurance services including, but not limited to the following:
 - Regulatory Compliance & Reporting
 - Customer Service
 - COBRA/HIPAA
 - Benefit Review/Design
 - Renewal Negotiations

- Competitive Bidding
- Transition & Implementation of Plan
- Analysis & Selection of Vendor
- Benefits Summary
- Budgeting
- ERISA
- Cost containment
- Contract Analysis
- Benefits Communications Services
- Claims Audit & Review
- Vendor Compliance
- Act as the City's representative to all outside insurance vendors; collecting information and making presentations to staff, employees and City Council, as requested, of their offerings.
- Provide comparisons of plans of benefits and employer/employee contributions to area cities and comparable businesses.
- Provide reports using carrier data on claims and fixed expenses, and relate those to total premium and expectations for renewal. Add historical perspective to premium and claims data for all coverage and provide reports as needed by the City.
- Provide national, regional and local medical inflation data and compare that to specific City plan inflation.
- Review and make recommendations to the City on carrier cost containment mechanisms, as relates to return on investment and participant impact.
- Meet with the City's staff relating to levels of customer service received from various carriers, and where required intercede with both parties to assist in problem resolution.

4.4. 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 INSURANCE BENEFIT CONSULTANT whose Submittal(s) is/are deemed most advantageous to THE CITY and upon approval of the CITY Council.

Should negotiations be unsuccessful, the City shall enter into negotiations with the next highest rating vendor. The process shall continue until an agreement is reached with a qualified vendor.

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 an Insurance Benefit 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, INSURANCE BENEFIT CONSULTANT will be required to comply with the Insurance and Indemnity Requirements established herein.

Independent Contractor.

INSURANCE BENEFIT 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 INSURANCE BENEFIT 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 INSURANCE BENEFIT CONSULTANT through individual Purchase Orders.

5. Vendor Questionnaire

5.1. [Proposal*](#)

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. [If you have any proprietary documents, please attach the redacted document here.](#)

5.3. [Please upload your current insurance certificate.*](#)

Please upload your current insurance certificate.

*Response required

5.4. [Required Forms](#)

5.4.1. [Please fill out and sign the Conflict of Interest Disclosure form and upload here*](#)

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST.pdf](#)

*Response required

5.4.2. [Please fill out and sign the General Questionnaire and upload here*](#)

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

*Response required

5.4.3. [Please fill out the Litigation Disclosure Form and upload here*](#)

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

*Response required

5.4.4. [Please fill out and sign HB 89 and upload here*](#)

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- [HOUSE BILL 89 VERIFICATION.pdf](#)

*Response required

*5.4.5. Please fill out and sign the Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 13 VERIFICATION...](#)

*Response required

*5.4.6. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 19 VERIFICATION...](#)

*Response required

*5.4.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

NON-COLLUSION AFFIDAVIT

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.

Please download the below documents, complete, and upload.

- [CITY OF EDINBURG NONCOLLUSI...](#)

*Response required

*5.4.8. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

*Response required

*5.4.9. If awarded the 1295 form will need to be provided**

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 <https://www.ethics.state.tx.us/filinginfo/1295/>

☐ Yes

☐ No

*Response required

5.5. Consultant Qualification Questionnaire

The City is interested in entering into a relationship with an Insurance Benefits Consultant who is able to maximize the value of the benefit program. This will require a consultant who is experienced with cities in Texas and/or other public entities, and who is available and accessible to the staff. To assist in the evaluation of qualifications, please answer the following questions:

5.5.1. *Explain what separates your company from its competitors and what specifically qualifies you to a consultant for the City. **

*Response required

5.5.2. *Disclose your past and present financial relationship to any and all insurance companies and/or any other providers of services similar to the ones you may provider for the City of Edinburg. Be specific relating to the disclosure of types of income commissions, fees, and/or overrides. **

*Response required

5.5.3. *What types of services do you provide to fully-funded health plan clients? Be specific relating to areas of expertise, and the duties you perform(ed). **

*Response required

5.5.4. *Identify the number and types of RFPs you have completed in the past 12 months for cities or public entities. Provide at least one real example of savings realized as a result of a single RFP. **

*Response required

5.5.5. *Identify three (3) of your most significant accomplishments on behalf of a municipal organization or similar city in Texas. For each accomplishment, please include a client or former client's name and telephone number who can confirm each claim.*

5.5.6. *What are the steps or due diligence steps you generally adopts before recommending a vendor to your client as a benefit provider. **

*Response required

6. Pricing Proposal

GROUP BENEFITS

Use the chart below to input the billing/charges for group benefits.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	GROUP BENEFITS RFP - MEDICAL / DENTAL / LIFE / LONG TERM DISABILITY	1	each		
TOTAL					

VOLUNTARY BENEFITS

Use the chart below to input the billing/charges for voluntary benefits.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	VOLUNTARY BENEFITS RFP: ACCIDENT / CANCER / CRITICAL ILLNESS / EMERGENCY TRANSPORTATION / HOSPITAL INDEMNITY / LEGAL / PET INSURANCE / PERMANENT/UNIVERSAL LIFE / SHORT-TERM DISABILITY / VISION	1	Each		
TOTAL					

MEDICAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MEDICAL RFP	1	Each		
TOTAL					

DENTAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	DENTAL RFP	1	Each		
TOTAL					

LIFE & SUPPLEMENTAL & AD&D

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	LIFE & SUPPLEMENTAL & AD&D RFP	1	Each		
TOTAL					

LONG TERM DISABILITY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	LONG TERM DISABILITY RFP	1	Each		
TOTAL					

GROUP BENEFITS & VOLUNTARY BENEFITS (14 PRODUCTS)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	GROUP BENEFITS & VOLUNTARY BENEFITS RFP (14 PRODUCTS)	1	Each		
TOTAL					

AGENT OF RECORD

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	AGENT OF RECORD	1	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					

7. Evaluation Criteria

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100-point system and those proposers selected for a short list may be invited to attend an interview, at the proposer's own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications and Experience	Points Based	40 <i>(40% of Total)</i>
2.	Rates, Fees, and Expenses	Points Based	20 <i>(20% of Total)</i>
3.	References	Points Based	20 <i>(20% of Total)</i>
4.	Company Operational Information	Points Based	10 <i>(10% of Total)</i>
5.	Consultant Qualifications Questionnaire	Points Based	10 <i>(10% of Total)</i>

Bidders List

rgreer@1stpc.net	kristina.byrd@americanfidelity.com
admin@3csafetysolutions.com	jennifer.henry@ebctx.com
julie@3rdstagellc.com	ronnie.guerra@rjgrs.com
jonathan.p.andrews@accenture.com	pierre.newkirk@voyafa.com
dgauger@acrisure.com	burke_Sunday@ajg.com
abuford@bufordcpa.com	whill@fbmc.com
adrienneivery@outlook.com	araceli_insurance@yahoo.com
Melva.daughtry@Advancercmconsultingsvc.company	roger@vrctx.com
marroquin.ian@gmail.com	zachg@carlisleins.com
Jputhen@alertitsolutions.com	kevin.mccarthy@ffga.com
pssopportunities@alvarezandmarsal.com	jkountz@mcgriff.com
admin@angelrielenterprise.com	yvonne@ortegonagency.com
agoel@aps-systems.com	hafful@segalco.com
info@ara-gs.com	luxelificonsulting@outlook.com
jroth@arlosbuilt.com	miguel@silverbackindependent.com
kvillemain@spirerm.com	accounts@skinfotech.us
cheryl_Kelley@ajg.com	Patricia.CEO@sparrowcareinc.com
contact@ascendperformancetech.com	admin@spartan-claims.com
info@motexas.com	certifications@spirecg.com
chernandez@agility360.net	massaquoi@stafforddisasterrelief.com
info@strategicinsadvisors.com	krista@stegcollc.com
twbailey@baileyspremierservices.com	strictlybusinesscenter@gmail.com
pqcv@berrydunn.com	info@summitpublicoperations.com
jeff.sims@blackbirddroneops.com	aaron@samsct.com
compliance@bwisepartners.com	kabrego@disastersllc.com
ashley@breezydayllc.com	marc@teb-inc.com
dorothy.newton@brinsonbenefits.com	rpatrick@tcbsservices.com
brooke@thebrookebroker.com	albert@txisc.com
Lynn@ljbbenefits.com	kdavis@thebenefitgroup-tx.com
cfoster@bmilesinsurance.com	jhoward@lincolnmemorallife.com
Christopheracosta4@hotmail.com	sbearden@segalco.com
pgrab.uttlyler@gmail.com	info@getmmlsolutions.com
tryon.charles@gmail.com	tkana@threepds.com
bslove@civil-logistics.com	contractsdesk@tihindustries.com
kburkland1@icloud.com	karthik@titaniainvestments.com
Kim.Day@conduent.com	contact@totaloptim.com
richard@coreforensicslab.com	tpconsultants77@gmail.com
rcuellar@cuellarandassociates.com	support@tpgstrategic.com
caudle@cooperconsulting.com	john.beasley@trinclaims.com
lhamilton@crossresourcegroup.com	johnnyr@trinityreviews.com
malexander@zynera.com	jeff@thejenkinsagencyinc.com

AGENTUKEEP@CS.COM	contact@taxblueprintpros.com
deniseb@db3unlimitedservices.com	dcjones8160@gmail.com
kindraallen@deloitte.com	upendra.sahu@urinternational.com
dkjohnson@dkjgroupinc.com	dana.cardwell@usi.com
dwilliams@farmersagent.com	ruth@vrctx.com
sajohnson@earenfroee.com	veritasconsultinggroup2019@gmail.com
ejar@ejarstar.com	info@vittatoeconsulting.com
dcvasquez@elevationhr.com	olivia.black@vanderbiltconsultants.org
margo.kirk@earthlink.net	vivacity.advocates@gmail.com
engap.ga@gmail.com	vonisconsulting@gmail.com
Alicia.Clark@ey.com	alexis.barnes@wjalexander.com
etallc@etaresources.com	info@wilderholdingsgrp.com
thedr.mrosby@gmail.com	colekut4@gmail.com
bradley@theferoxgroup.com	rick@r2now.com
cassie.shayne@fticonsulting.com	Info@fqadvisory.com
rfulcher@ft.newyorklife.com	nicole@nichenotarydocumentservices.com
sherri@tygericonsulting.com	Lee@ogben.com
CHASSIDY@GRADYTAXPLUS.COM	osa.musa@omufinancial.com
garciainsurancegroup2023@gmail.com	onemdinc@gmail.com
jwickert@h2opartnersusa.com	roderick@osi-llc.com
anu.polu@haashtrix.com	admin@onegoalsolutions.com
proposals@healthmanagement.com	jfranks@origamirisk.com
kate@hireopsstaffing.com	yvonne@ortegonagency.com
shayden@hdr.com	mfbennett@palomarin.com
ryan@hollowaybenefitconcepts.com	Paovicconsultingllc@gmail.com
info@igniteconsults.com	pat@dallasdiversity247.com
jcangarita@imglobals.com	admin@pcnaid.com
jsuazo@insure-rite.com	rr@puroaseguro.com
d.fletcher@integrity-fbs.com	cbarton@purdy-mcguire.com
dlenihan@isfb-inc.com	aholland@qaconsultinginc.com
tfisolutions23@gmail.com	yinka@qrsystems.com
cheryl@insighthrpartners.com	admin@rtsolutionsgrp.com
jasmineduncan1@gmail.com	deborah@razorbladesolutions.com
griffinservicesoftexas@gmail.com	robinandcompanies@gmail.com
admin@k3salesandservices.com	schtata@overtstoploss.com
kelly@kelmarglobal.com	susie@cypresshcc.com
info@keociaservices.com	milfordconsulting@gmail.com
us-advkpmgtexas@kpmg.com	info@centraltxbenefits.com
info@kajillionmgmtgroupplc.com	MaryNanWilliams@gmail.com
SLacey@LNCHouston.com	rodney.greene50@gmail.com
safranken@gmail.com	medaudsolutions@aol.com
LARETTACALLAWAY@GMAIL.COM	bryan.morris@mmallc.biz

krwilliams@lsi-ins.com	procurement@navarroig.com
laneyou@lm3laser.com	bryon@ngpayroll.com
lauren@lrjconsulting.com	cdaigle@nexmc.com
JLGconsulting.inc@gmail.com	NLScomply@nlscs.com
Lisa@LuminosaResearch.com	brenda@nationalbenefitadvisors.com
wayman@wlplaw.com	kr@niciinsure.com
josh@lmltxllc.com	bdilemme@mcinnovations.com
Letygarciainsurance@gmail.com	gmitat@mdservice.solutions
ddillon@lewisellis.com	HUB@medheads.org
rockyb@maplebearconsultants.com	info@shopinsuranceservices.com



RFP 2025-005 Insurance Benefit Consultant
Opening Date April 15, 2025 at 3:00 p.m.

<u>Vendor</u>	<u>Contact Name</u>	<u>Contact Email</u>	<u>Contact Phone</u>	<u>Status</u>	<u>Submission Date</u>
FBMC Benefits Management, Inc.	Melody Cooper	mcooper@fbmc.com	(850) 425-6200	Submitted	4/15/2025 13:50
MarshMcLennan Agency	Clint Jackson	clint.jackson@marshmma.com		Submitted	4/15/2025 13:53
Newkirk & Newkirk, Inc.	Roy Gonzalez	roy@newkirkandnewkirk.com	(956) 664-0200	Submitted	4/11/2025 10:27
Ortegon Insurance Agency, LLC	Yvonne Ortegon	yvonne@ortegonagency.com	(956) 463-0945	Submitted	4/15/2025 12:04
Pathfinder LLD Insurance Group	Zach Gingrich	zgingrich@pathfinderlld.com	(832) 353-1168	Submitted	4/15/2025 13:00
Valley Risk Consulting	Xavier Leal	xavier@vrctx.com	(956) 664-1430	Submitted	4/15/2025 13:27



RFP 2025-005 Insurance Benefit Consultant
Opening Date: April 15, 2025 at 3:00 p.m.

Vendor	Qualifications and Experience	Rates, Fees, and Expenses	References	Company Operational Information	Consultant Qualifications Questionnaire	Total Score
FBMC Benefits Management, Inc.	33	5	13	9	7	67
MarshMcLennan Agency	34	10	15	8	9	76
Newkirk & Newkirk, Inc.	33	12	10	7	7	69
Ortegon Insurance Agency, LLC	26	16	15	6	7	70
Pathfinder LLD Insurance Group	30	16	8	8	7	69
Valley Risk Consulting	36	19	16	8	9	88



REQUEST FOR PROPOSAL

City of Edinburg, Texas
RFP# 2025-005
Insurance Benefit Consultant

Submitted by:
Melody Cooper
Proposal & Brand Manager
www.FBMC.com
Office: 850-425-6200
Fax: 850-425-6220



April 14, 2025

City of Edinburg
ATTN: Laura Cerda, Assistant Director of Human Resources
415 W. University Dr.
Edinburg, TX 78541

RE: FBMC Benefits Management, Inc. Response to RFP# 2025-005, Insurance Benefit Consultant for City of Edinburg

Dear Ms. Cerda:

We are pleased to submit FBMC Benefits Management, Inc.'s (FBMC) proposal in response to the City of Edinburg's RFP# 2025-005 for an Insurance Benefit Consultant.

At FBMC, we pride ourselves on offering a comprehensive suite of employee benefits services that stand out for their innovation, cost-efficiency, and exceptional client support.

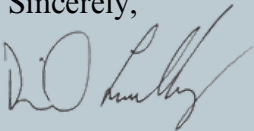
FBMC is an industry leader with 48+ years of experience serving public and private sector organizations. Our team is dedicated to providing tailored solutions that not only meet the needs of your employees but also align with your organization's goals and financial objectives. We combine strategic consulting, cutting-edge technology, and in-depth market knowledge to ensure your employee benefits program is competitive, sustainable, and compliant with all relevant regulations.

What sets FBMC apart from our competitors is our commitment to transparency, collaboration, and data-driven decision-making. We take a hands-on approach to managing your benefits program, from plan design and compliance to claims analysis and wellness initiatives. Our firm is dedicated to offering innovative strategies that will help you maximize value while minimizing costs.

In this proposal, you will find detailed information about our services, our team's expertise, and how we can support the City of Edinburg in achieving its benefits program goals. We are confident that our solutions will not only meet but exceed your expectations, and we look forward to the opportunity to demonstrate the full value of our offerings and welcome you back as our valued client.

We would be happy to answer any questions you may have or provide further clarification regarding our proposal. Thank you for considering FBMC. We are excited about the potential of partnering with you to create a robust, efficient, and cost-effective benefits program for your organization.

Sincerely,



David Faulkenberry,
President and CEO
FBMC Benefits Management, Inc.

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QUALIFICATIONS AND EXPERIENCE

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

FBMC Benefits Management, Inc., founded in 1976 in Tallahassee, is a privately held, employee-owned C-Corporation specializing exclusively in employee benefits. For 48 years, we've provided high-quality benefits programs and industry-leading administration services, primarily to public sector clients. As a licensed third-party administrator, we bring a deep understanding and proven expertise to the employee benefits industry.

Our focus is addressing the unique challenges of diverse, multi-generational workforces, ensuring high employee and retiree satisfaction. Our comprehensive services include:

- Skillfully designing and delivering robust and cost-effective employee benefit products and programs
- Administering individual and group products
- Managing benefits enrollments, providing compliance support, and
- Creating award-winning communication, education, and engagement strategies

Headquartered in Tallahassee, Florida, along with a Texas headquarters and remote operations across the U.S., FBMC delivers tailored benefits solutions through a full-service model that includes strategy, enrollment, compliance, and ongoing support. Our team combines innovation with hands-on client service, ensuring seamless implementation and measurable results.

With 110 employee-owners, we excel in brokerage, consulting, communication, enrollment, administration, and compliance services. Our 110 employer-owners are committed to excellence, as reflected in our 92% Net Promoter Score since 2022 — far surpassing the insurance industry average of 28% and companies like Chick-fil-A and Amazon.

FBMC's reputation in the industry is pristine; we have never been debarred, suspended or declared ineligible to contract by any federal, state, or local public agency. FBMC has never been fined or otherwise penalized by any regulatory authority, and no benefit plan that FBMC manages has ever been challenged or disqualified by state or federal authorities. FBMC is distinguished with the only private letter ruling issued by the IRS on Café Plan design and administration.

FBMC specializes in public employers, including State, County, and City Governments; School Districts; Colleges and Universities; and Hospitals. FBMC's public sector clients typically employ between 3,000 and 30,000 FTEs; however, we have administered clients with fewer than 1,000 employees and clients with more than 200,000 employees. In terms of complexity, utilizing our various technology options, we have administered everything from single employer programs with limited benefit options, to PEOs with multiple employer groups, to consortiums.

FBMC's extensive industry experience enables us to understand the unique challenges public sector employers face—and deliver solutions that are strategic, sustainable, and people-focused.

An Organizational Chart is included as Appendix A with our core management team and expert resources in Appendix B and Appendix C.

2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses (General Lines Agent for Life and Health), etc.

Our professional team of employees and preferred service providers includes experts in the areas of insurance consultation and brokerage, pre- and post-tax product administration for actives and retiree groups, compliance oversight, enrollment and communications and wellness management with extensive experience in developing innovative, multi-year insurance and risk management programs.

ACCOUNT MANAGEMENT (Core Management Team)

The Account Management Team is responsible for contract oversight and administrative and management interface with clients and insurance carriers.

- **Colin McLain**, Managing Principal, Region 2, 972-955-0039, cmclain@fbmc.com, TX General Lines Agent Life, Accident, Health and HMO license #1266304 - Colin shares more than 25 years of experience with FBMC's clients, providing guidance on strategic planning, predictive modeling and long-term benefit solutions. His extensive background in employee benefits provides our clients with his ability to identify and provide solutions based on industry trends, client needs and available resources. He has identified client cost containment opportunities and is able to lead FBMC's client service teams on strategies that include alternative funding, wellness, gap identification solutions, claim analysis, technology integration, and employee clinics or disease management direct contracts.
- **Whitney Hill**, Employee Benefits Consultant, (325) 280-3359, whill@FBMC.COM, TX Life & Health Agent #1396983 and TX Life & Health Insurance Counselor #2304446 - Whitney has more than 20 years of experience in employee benefit management and account executive services as a Consultant on medical, voluntary benefits and Section 125 administration. She has experience overseeing benefits and monitoring self-funded, level funded and fully insured medical plans. Whitney is proficient in ACA compliance, plan documents, ERISA, COBRA and voluntary benefits. She devotes much of her time educating employer groups, and employees on employee benefit packages and design. Her expertise lies in negotiating new and existing benefit plan structures, shopping and negotiating renewal rates for employer groups.
- **Heather Kowis, REBC**, Regional Vice President Client Experience, 832-795-4070, hkowis@fbmc.com - Heather brings 24 years of employee benefits experience in

the Texas ISD workspace. Heather has proven success as a team leader and effective manager with executive communication skills. Her areas of expertise include benefit consulting, counseling, analysis, administration, cost containment, implementation and renewal support. She is also responsible for ensuring client satisfaction, overseeing service teams to accomplish client goals, staff training and team development.

Heather is certified in the following areas with National Association of Benefits and Insurance Professionals:

- Registered Employee Benefits Consultant (REBC)
- Benefits Account Manager certification
- Account-Based Health Plans certification
- Self-Funding certification
- Voluntary Worksite certification
- Medicare, Medicare Advantage and Compliance Requirements certification
- Pharmaceutical Facts, Policy, and Market Today certification
- Employer-Sponsored Plans ACA certification
- Wellness certification

Heather is also licensed with the following appointments by the TX Dept of Insurance:

- General Lines Agent – Life, Accident, Health & HMO – Grandfathered
- Long Term Care Partnership certification

Account Management Bios are included as Appendix B.

EXPERT RESOURCES

Enrollment Solutions

3MPWR Enrollment Solutions, led David Perry, REBC, Managing Principal, - oversees the areas of Enrollment Management, Market Resources, Service Center, and Communications.

Enrollment Management, led by 3MPWR Enrollment Manager Travis Benton, manages all enrollment services, from strategies, training, implementation, and evaluation.

Market Resources manages all brokerage activities and is responsible for overseeing our Clients' benefits plans – from initial plan assessment and gap analysis; to letting and analyzing product RFPs; conducting due diligence and product placement; and finally servicing and renewal. Gina Williams, Client Service Manager, is FBMC's subject matter expert when it comes to insurance products and coverage levels offered for all 40+ preferred providers.

FBMC Benefits Center, led by Benefits Center Manager Ashley Gundvaldson assures daily operations run smoothly, interactions are routed and handled effectively, and all key performance indicators are met. The team addresses all escalated clients, customer and technical issues and is responsible for assuring the Benefits Center is in full compliance with state and federal security requirements and other applicable regulations.

Technology, Innovation, and Strategy, led by Will Jankowski, VP of Technology, Innovation, and Strategy, oversees the team responsible for recommending holistic solutions that meet and exceed client requirements while being competitive and profitable. These solutions will not only include the technology and the processes, but they will also be inclusive of the complete operational solutions: the people, the methods, and the technology.

Client Administration, led by **Emily Faimoa**, VP of Client Administration, brings the client perspective to the forefront of the sales and service mission. Emily joined FBMC in September 2020 with a purpose of building a new solution to address the common Third-Party Administrator challenges experienced by Texas Independent School Districts (ISD). With an extensive knowledge of school finance, purchasing guidelines, payroll, and Teachers Retirement System (TRS) reporting, Emily has served in various roles throughout her career within the Texas Independent School Districts and Regional Education Service Center. She has the knowledge, skills, and expertise with a focus on best-in-class solutions that solve for everyday obstacles.

The team is responsible for the overall design of our client facing and support solutions inclusive of eligibility and enrollment technology, consolidated billing, carrier reconciliation, and payroll solutions for Public and Private industry clients. In addition, this team will support a broad and cross functional approach throughout all levels of FBMC and will be required to define priority opportunities with high level of organizational impact within manageable levels of investment that generate an optimal return on investment.

Compliance

Regulatory oversight, review/analysis and communication, and compliance with all federal requirements, including, HIPAA Privacy, Plan Documentation review and amendments. Patrick Flemming, Esq., CEBS, Chief Regulatory Officer is the contact for questions regarding agency rules and regulations and maintaining compliance and information security.

Growth Resources

Vice President of Growth Resources **Kyla Heap** oversees teams and processes supporting the communications, marketing, proposals, and project management services. Communications, led by Communications Manager David Holloway-Boyd, works with Market Resources on various benefit providers and insurers on product text and will assign a copywriter and graphic artist to the City for communications material needs.

Expert Resources Bios are included as Appendix C.

3. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services in similar size and scope.

FBMC has demonstrated a consistent track record of delivering high-quality consulting services aligned in size and scope with the City's needs. Over the past thirty-six (36) months, we partnered with a range of public sector entities, school districts, and mid-to-large employer groups to provide strategic benefits consulting, compliance support, and benefits administration advisory services.

Our experience includes:

- **Comprehensive Benefits Strategy & Consulting**
We successfully led multi-year benefits strategy engagements for several school boards and municipal employers, overseeing plan design optimization, cost containment strategies, and vendor negotiations—resulting in measurable cost savings and improved employee satisfaction.
- **Public Sector Expertise**
Our consultants bring deep expertise in public sector benefits, including familiarity with the regulatory frameworks and budgetary constraints unique to governmental organizations. We have supported clients through complex RFP processes, open enrollment planning, and ACA compliance audits.
- **Data-Driven Insights**
Utilizing advanced analytics, we helped clients evaluate utilization trends, forecast plan performance, and identify opportunities for wellness and engagement program improvements. This analytical rigor supports sound decision-making and long-term sustainability of employee benefits programs.
- **Client-Centric Approach**
Our firm prioritizes responsiveness, transparency, and collaboration. Feedback from our clients consistently highlights our ability to act as an extension of their internal team, providing strategic guidance while respecting their culture, timelines, and goals.

We are a capable, experienced partner, well-versed in managing projects of similar size and scope, with a demonstrated ability to deliver results, adapt to evolving client needs, and maintain a high standard of service delivery.

4. Provide a copy of latest audited Annual Financial Report.

Please refer to our Confidential Audited Annual Financial Report uploaded separately in the proprietary section of the Opengov.com portal for this RFP.

5. The same information must be provided for any associate firm or sub-consultant.

FBMC will perform all work in-house and does not anticipate utilizing any associate firms or sub-consultants for this engagement.

COMPANY OPERATIONAL INFORMATION

1. Client History - Describe whether your firm (or any firm previously affiliated with your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm's client cities.

FBMC has never been the subject of any investigation by an outside agency in relation to the filing of claims. We pride ourselves on full transparency, accountability, and ethical service delivery.

2. Describe whether your firm has ever lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities.

FBMC has never lost an account due to concerns of improper billing, fraud, or any misconduct. Our billing processes are auditable and fully compliant with all applicable state and federal laws.

3. Describe, in detail, whether your firm has ever lost an account due to breach of contract, or incurred any unfavorable contractual outcomes (to include any terminations, etc.)

FBMC has an outstanding record of performance and client retention. We have never lost a client due to breach of contract or experienced unfavorable contractual outcomes. Our commitment to excellence drives long-term partnerships.

RATES, FEES, AND EXPENSES

1. Provide a detailed fee schedule for services related to the scope of work identified in this RFP.

FBMC proposes a flat fee of \$400,000 to handle City of Edinburg's full scope of work, as identified in this RFP.

FBMC uses a tiered approach to pricing and is based upon the size of the organization and the specific products and services selected by a member organization.

FBMC can receive compensation from Clients through fees, brokerage commissions (Agent of Record (AOR)) and/or a combination of both. FBMC is proposing a flat fee arrangement, with benefits placed net of commission. However, several of our public employers prefer a commission only approach which is a compensation method we are accustomed to. Because we take a Client-focused customized approach, we must ensure that the services that we provide can be afforded by the fee and/or commissions received, based on the benefits assigned to us as AOR and participation enrolled. We are flexible on the method of compensation and would open to other strategies, should this be an area of concern.

2. Identify and list all special services and identify charges, particularly disclosure requirements.

FBMC believes strongly in compensation transparency, and we will disclose all forms of compensation with City of Edinburg.

FBMC has a formal Board Policy that reflects our consumer-oriented philosophy. The policy is reviewed bi-annually by the Board of Directors and is communicated, practiced and enforced throughout the company.

The policy provides that although we may receive compensation from carriers in the form of contingent commission payments, including production bonuses, persistency bonuses, and trips:

6. Pricing Proposal

GROUP BENEFITS

Use the chart below to input the billing/charges for group benefits.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	GROUP BENEFITS RFP - MEDICAL / DENTAL / LIFE / LONG TERM DISABILITY	1	each	\$0.00	\$0.00
TOTAL					\$0.00

VOLUNTARY BENEFITS

Use the chart below to input the billing/charges for voluntary benefits.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	VOLUNTARY BENEFITS RFP: ACCIDENT / CANCER / CRITICAL ILLNESS / EMERGENCY TRANSPORTATION / HOSPITAL INDEMNITY / LEGAL / PET INSURANCE / PERMANENT/UNIVERSAL LIFE / SHORT-TERM DISABILITY / VISION	1	Each	\$0.00	\$0.00
TOTAL					\$0.00

MEDICAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MEDICAL RFP	1	Each	\$0.00	\$0.00
TOTAL					\$0.00

DENTAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	DENTAL RFP	1	Each	\$0.00	\$0.00
TOTAL					\$0.00

LIFE & SUPPLEMENTAL & AD&D

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	LIFE & SUPPLEMENTAL & AD&D RFP	1	Each	\$0.00	\$0.00
TOTAL					\$0.00

LONG TERM DISABILITY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	LONG TERM DISABILITY RFP	1	Each	\$0.00	\$0.00
TOTAL					\$0.00

GROUP BENEFITS & VOLUNTARY BENEFITS (14 PRODUCTS)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	GROUP BENEFITS & VOLUNTARY BENEFITS RFP (14 PRODUCTS)	1	Each	\$0.00	\$0.00
TOTAL					\$0.00

AGENT OF RECORD

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	AGENT OF RECORD	1	Each	\$400,000.00	\$400,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$400,000.00

- FBMC does not select carriers based on the commission schedules or contingent commission payments, but rather on the best product, pricing and back-office support for the Client, even if it results in reduced commissions for FBMC
- Contingent commission payments are not included or considered in the criteria for selecting a carrier or product for a Client
- Criterion for carriers is based on non-compensatory attributes, including:
 - Experience
 - Product underwriting, plan design, and rates
 - Back-office support
 - Financial Stability (i.e. A- above A.M. Best Rating)
- FBMC does not negotiate for contingent commission payments, rather these forms of compensation are pre-established industry practices applicable to all brokers representing products from carriers

FBMC brings experience and a full slate of products and services with which to deliver a quality program to City of Edinburg and its members.

REFERENCES

1. Provide references for similarly successful projects from five (5) governmental agencies to include municipalities. For each reference, include the dates of service, name of the agency, contact name, telephone and email address.

Reference 1:

City of Elsa

Prior client from 1/1/18 – 12/31/2021

Contact Name & Title: Edith Acua – Human Resources Director

Work Phone: 956-262-2120 Work

E-mail: eacua@cityofelsa.net

Reference 2:

Longview ISD

Current client from 6/1/2018 – Present

Contact Name & Title: Trisha Broughton – Benefit Specialist

Work Phone: 903-446-2455 Work

Email: tbroughton@lisd.org

Reference 3:

Waller ISD

Current client from 11/12/22 – Present

Contact Name & Title: Audrey Ambridge – Chief Financial Officer

Work Phone: 936-931-3685

Email: aambridge@wallerisd.net

Reference 4:

Klein Independent School District

Current client from 4/30/2020 to present

Contact Name and Title: Karen Ali-Hrad, Coordinator Benefits & Leaves

Phone: (832) 249-4487

Email: kali-hrad@kleinisd.net

Reference 5:

Pecos-Barstow-Toyah Independent School District

Current client from 9/1/2021 to present

Contact Name and Title: Brent Jaco, Superintendent of Schools

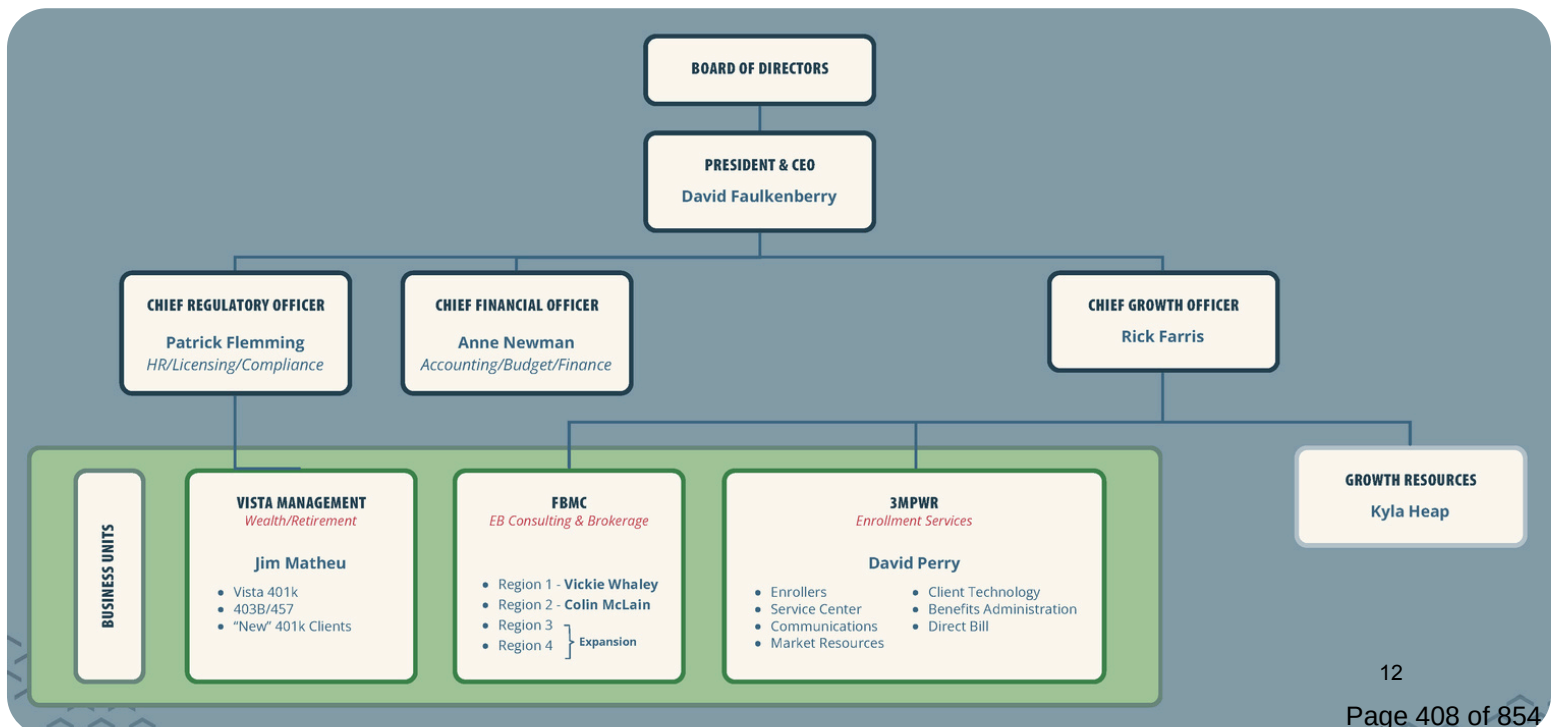
Phone: 432-447-7201 ext. 2000

Email: bjaco@pbtisd.esc18.net

APPENDIX

- **A - Organizational Chart**
- **B - Account Management Bios**
- **C - Expert Resources Bios**
- **D - About Us**

EXECUTIVE LEADERSHIP



YOUR TEAM



COLIN B. MCLAIN

Managing Principal Region 2

Executive Sponsor

Colin shares more than 25 years of experience with FBMC's clients, providing guidance on strategic planning, predictive modeling and long-term benefit solutions. His extensive background in employee benefits provides our clients with his ability to identify and provide solutions based on industry trends, client needs and available resources. He has identified client cost containment opportunities and is able to lead FBMC's client service teams on strategies that include alternative funding, wellness, gap identification solutions, claim analysis, technology integration, and employee clinics or disease management direct contracts.



WHITNEY HILL

Sr. Employee Benefits Consultant

Team Lead and Overall Strategy

Whitney has more than 16 years of experience in employee benefit management and account executive services as a Consultant on medical, voluntary benefits and Section 125 administration. She has experience overseeing benefits and monitoring self-funded, level funded and fully insured medical plans. Whitney is proficient in ACA compliance, plan documents, ERISA, COBRA and voluntary benefits. She devotes much of her time educating employer groups, and employees on employee benefit packages and design. Her expertise lies in negotiating new and existing benefit plan structures, shopping and negotiating renewal rates for employer groups.



HEATHER KOWIS, REBC

Regional Account Executive

Service Lead and Carrier/Vendor Management

Heather brings 23 years of employee benefits experience in the Texas ISD workspace and has earned the Registered Employee Benefits Consultant (REBC) designation provided by the National Association of Benefits and Insurance Professionals. She has proven success as an effective Manager overseeing FBMC's TX Client Service team as well as a Consultant to her clients. Her areas of expertise include benefit consulting, counseling, analysis, administration, cost containment, implementation, and renewal support. She is also responsible for ensuring client satisfaction, accomplishing client goals, staff training, and team development.

EXPERT RESOURCES



DAVID PERRY, REBC
*Managing Principal,
3MPWR Enrollment Solutions*

3MPWR Enrollment Solutions

FBMC's 3MPWR Enrollment Solutions provides well-planned strategies and tactics to shape client enrollment needs and meet your established goals. Your Enrollment Management team is led by Managing Principal of 3MPWR Enrollment Solutions, David Perry, a 28-year industry expert in employee benefits, engagement and enrollment. David oversees FBMC's Market Resources team, which supports Enrollment Management through plan design assistance, oversight of, and contracting with insurance carriers, communication to FBMC staff, and annual renewal negotiations. David also guides the Communications Team which handles creativity designs, employee communication and engagement, as well as electronic and printed materials for the employee benefits program.



KYLA HEAP
VP, Growth Resources

Growth Resources

Leading our Growth Resources Team is Vice President, Kyla Heap. The Growth Resources Team includes Marketing, Project Management, Customer Relationship Management Systems, Healthcare Innovation and Proposals. The team is passionate about supporting strategic decisions in marketing and developing strategies to best serve our clients. Our focus is on providing superb service, increasing awareness, and promoting outreach, education and research efforts.



EMILY FAIMOA
VP, Client Administration

Client Administration

Bringing the client perspective to the forefront of the sales and service mission, Emily joined FBMC in September 2020 with a purpose of building a new solution to address the common Third-Party Administrator challenges experienced by Texas Independent School Districts (ISD). With an extensive knowledge of school finance, purchasing guidelines, payroll, and Teachers Retirement System (TRS) reporting, Emily has served in various roles throughout her career within the Texas Independent School Districts and Regional Education Service Center. She has the knowledge, skills, and expertise with a focus on best in class solutions that solve for everyday obstacles.



PATRICK FLEMMING, ESQ., CEBS
Chief Regulatory Officer

Compliance & Information Security

Patrick Flemming, Esq., CEBS, Chief Regulatory Officer and Privacy Officer is the contact for questions regarding agency rules and regulations and maintaining compliance, including: regulatory oversight, review and analysis and communication, information security, and compliance with all federal requirements, such as, HIPAA Privacy, Plan Documentation review and amendments.

FBMC AT A GLANCE

FBMC Benefits Management, Inc. is a top-tier employee-owned and licensed insurance agency and third-party administrator with nearly 50 years of experience in:

- Skillfully designing and delivering robust and cost-effective employee benefit products and programs
- Administering individual and group products
- Managing benefits enrollments, providing compliance support, and
- Creating award-winning communication, education, and engagement strategies

About Us

- **Founded:** June 1976
- **Years in Business:** 47+
- **Total Employees:** 120
- **Florida Headquarters:** 3101
Sessions Road, Suite 200
Tallahassee, FL 32303
- **Florida Headquarters Phone:**
(850) 425-6200
- **Texas Headquarters:** 7300
State Hwy 121, Ste. 300
McKinney, Texas 75070
- **Texas Headquarters Phone:**
(469) 398-3230
- **Website:** www.FBMC.com



Best Companies to Work For

For the second year in a row, FBMC received the highly coveted recognition for Best Companies to Work For list for 2024 published by Florida Trend



110

Full-Time Employees as of February 2024



10.8 Years

Average Employee Tenure



49% Diversity

*Current Census:
76% Females & 24% Males*

EXECUTIVE SUMMARY

FBMC Benefits Management, Inc., founded in 1976 in Tallahassee, is a privately held, employee-owned C-Corporation specializing exclusively in employee benefits. For 48 years, we've provided high-quality benefits programs and industry-leading administration services, primarily to public sector clients. As a licensed third-party administrator, we bring a deep understanding and proven expertise to the employee benefits industry. Our focus is addressing the unique challenges of diverse, multi-generational workforces, ensuring high employee and retiree satisfaction.

We specialize in personalized solutions for public sector organizations, school districts, and higher education institutions, offering tailored support from onboarding to retirement, well beyond traditional medical coverage.

With 110 employee-owners, we excel in brokerage, consulting, communication, enrollment, administration, and compliance services. Our commitment to excellence is reflected in our 92% Net Promoter Score since 2022, far surpassing the insurance industry average of 28% and companies like Chick-fil-A and Amazon.

Business Highlights



**\$27 Million
Normalized
Annual
Revenue in 2024**



500+ Clients in:
Florida, Georgia, Texas,
West Virginia, Virginia,
and Massachusetts



**48+
Years in
Business**



**3 Complimentary
Business Units**

- EB Brokerage and Consulting
- 3MPWR Enrollment Services
- Vista Management (Retirement Management Services: 401k, 403B, 457)



**50 States
Licensed as a TPA
in all states &
can service all
major markets**



**92%
Net Promoter
Score since 2022**



**Billing Third
Party
Administrator
in all Required
States**



**97%
Strong Public
Sector Brand
and Client Base**



**Depth of
Management
Experience**



**Ability to Manage
all Large to Small,
Public to Private
Sector, and Single
Location to
Multiple Locations**

OUR SERVICES

BROKERAGE & CONSULTING

FBMC provides innovative cost-containment strategies, benefits planning and oversight, research, data, and provable quality results.



3MPWR ENROLLMENT SOLUTIONS

3MPWR Enrollment Solutions provides a seamless and comprehensive enrollment experience through well-planned strategies, oversight and expertise (face-to-face, call center, virtual), communications, and client technology.



BENEFITS ADMINISTRATION

We provide overall design of our client-facing and support solutions inclusive of eligibility and enrollment technology, consolidated billing, carrier reconciliation, and payroll solutions.



VISTA RETIREMENT

Vista is a Registered Investment Advisor retirement administrator with services that are mostly administrative in nature.

Company Profile

- Skillfully designing and delivering robust and cost-effective employee benefit products and programs
- Administering individual and group products
- Managing benefits enrollments, providing compliance support, and
- Creating award-winning communication, education, and engagement strategies



PROVABLE QUALITY.

We uphold a measurably high standard of quality assurance in all of our offered services.



PROTECTION.

Not only are your employees and their families protected by our product offerings, but we shield you and your staff from liability – safeguarding your data and ensuring your compliance to ever-changing regulations.



INNOVATION

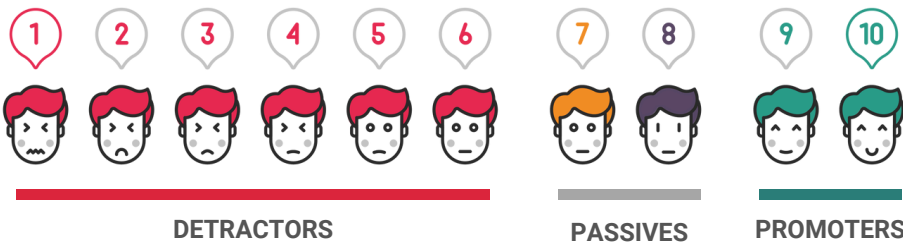
Our new ideas, creative thought, and imagination are designed to improve your overall benefits experience each year.

Our corporate culture of transparency provides clarity on how we innovate, protect, and prove our quality in service to our clients and to each other.

What is a NET PROMOTER SCORE?

The Net Promoter Score® (NPS) is one of the most recognized methods for measuring customer loyalty. The score is based off answers to the question:

"On a scale from 0 - 10, how likely are you to refer a friend?"

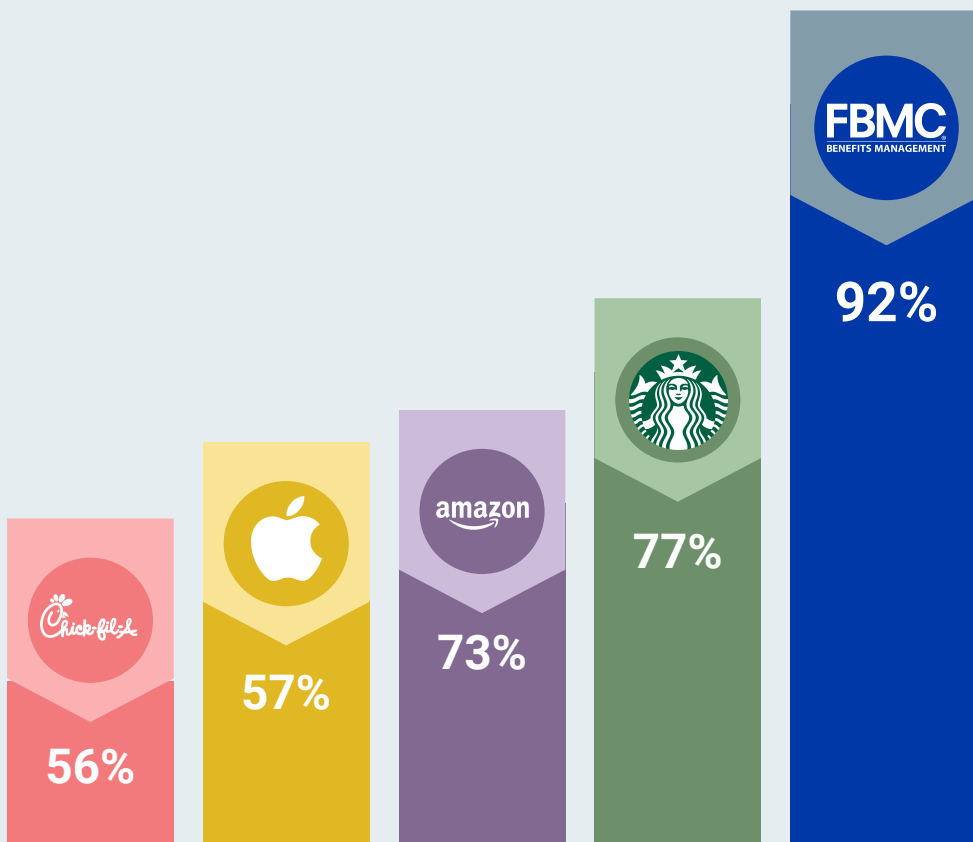


NET PROMOTER SCORE® =
% of Promoters -
% of Detractors

Bain & Company (the creators of NPS) note that a good NPS score is 0 and above. Above 50 is excellent and **above 80 is world class.**



FBMC'S NPS IS
92%
THAT'S AMAZING!



FBMC has a
HIGHER
NPS than some
of the best
companies in the
world!

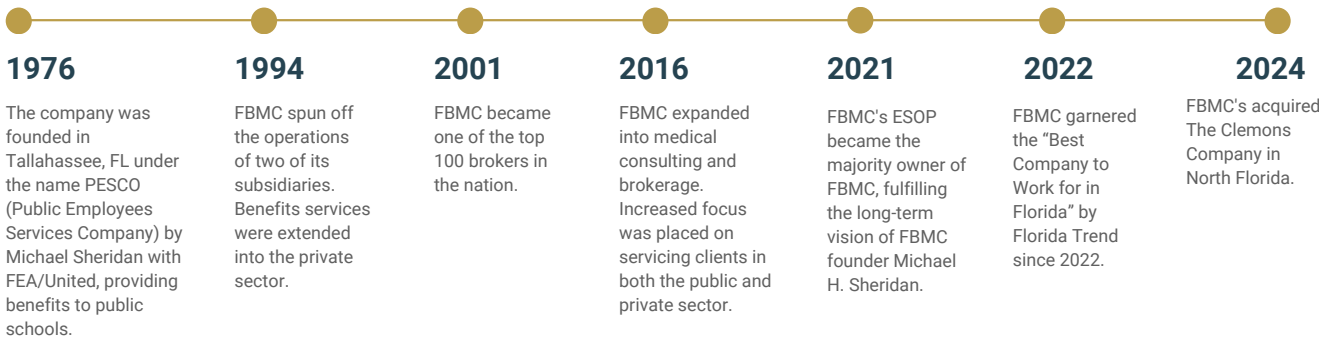
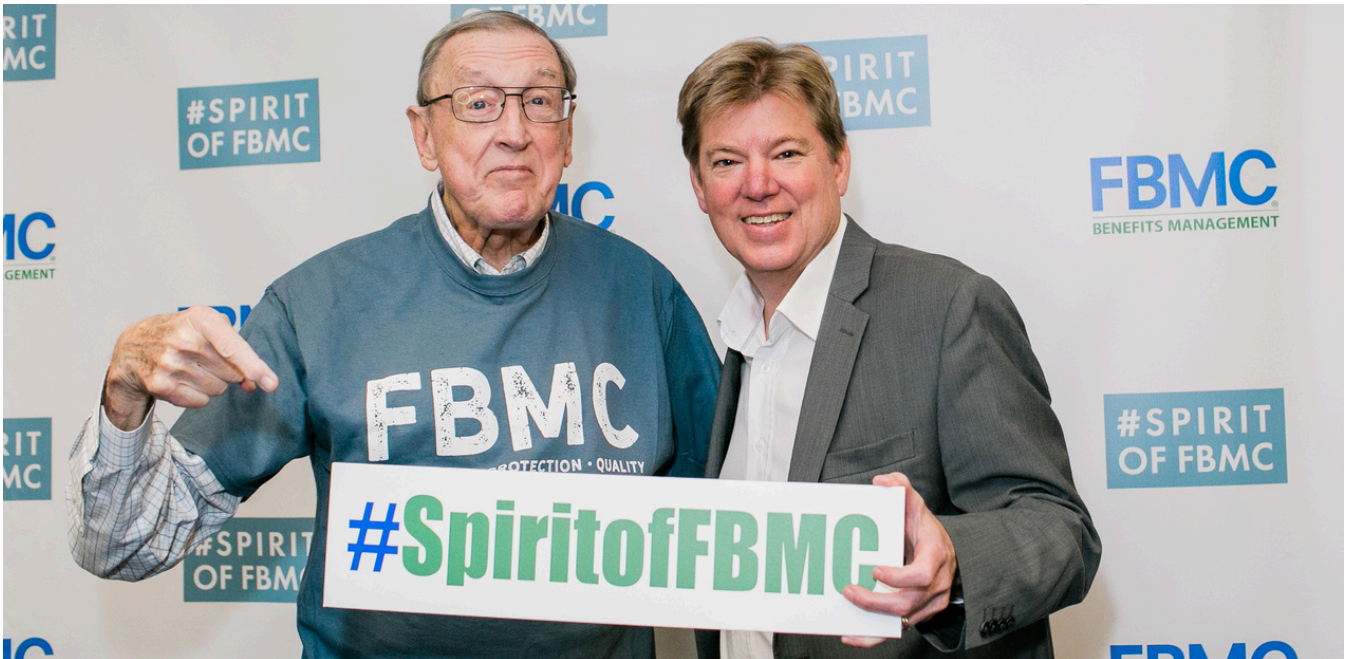


WHO WE ARE

INNOVATION. PROTECTION. PROVABLE QUALITY.

FBMC was founded to provide affordable protection to all employees. For 47 years, we continue to evolve to meet our clients' needs. We strive to provide products that are not only high quality but easy to use and understand.

As an **employee-owned company**, our commitment to quality and innovation helps us protect our clients. We embrace giving back to our clients and their communities to help create a safe and prosperous future.



5.1

5.1 Explain what separates your company from its competitors and what specifically qualifies you to a consultant for the City.

5. Consultant Qualification Questionnaire

The City is interested in entering into a relationship with an Insurance Benefits Consultant who is able to maximize the value of the benefit program. This will require a consultant who is experienced with cities in Texas and/or other public entities, and who is available and accessible to the staff. To assist in the evaluation of qualifications, please answer the following questions:

5.1 Explain what separates your company from its competitors and what specifically qualifies you to a consultant for the City. *

FBMC Benefits Management, Inc. stands apart from competitors through our **exclusive focus on the public sector**, our **independent, client-first approach**, and a proven ability to deliver **customized, strategic benefits solutions** that support long-term cost control, compliance, and employee satisfaction.

What Separates FBMC from Competitors:

- **Independent & Carrier-Neutral:**
FBMC is not owned by, affiliated with, or financially tied to any insurance carrier. Our advice is objective, and our solutions are driven solely by your goals—not commissions or carrier incentives.
- **Public Sector Expertise:**
With over 48 years of experience serving cities, counties, school districts, and other public entities, FBMC understands the complexities of municipal governance, budget constraints, labor relations, and procurement policies.
- **Customized, Not Cookie-Cutter:**
We do not believe in one-size-fits-all solutions. Our team delivers tailored consulting based on a deep understanding of your workforce, benefits philosophy, and long-term objectives.
- **Full-Service In-House Capabilities:**
From strategic consulting to enrollment, communications, compliance, and administration, FBMC handles every element internally – ensuring consistency, accountability, and high-touch service delivery.
- **Proven Results:**
We’ve helped cities reduce costs by restructuring plan designs, streamline employee communications, and enhance benefit engagement—all while maintaining high levels of employee satisfaction and compliance with state and federal mandates.

Why FBMC is the Right Fit for the City of Edinburg:

- **Texas Municipal Experience:**
FBMC has a successful track record of working with Texas-based governmental entities. We understand the legal, regulatory, and operational environment in which the City of Edinburg operates.

- **Licensed & Credentialed Professionals:**

All assigned consultants are licensed General Lines Agents for Life and Health in Texas and hold professional designations including CEBS, JD, and ACA certifications, ensuring that the City benefits from expert, compliant guidance.

- **Commitment to Transparency & Accountability:**

FBMC prides itself on clear communication, ethical practices, and proactive client service. We don't just consult—we collaborate.

In short, FBMC offers the **depth of experience, breadth of services, and public-sector focus** that ensures the City of Edinburg will receive unmatched value, expertise, and partnership.

FBMC has a robust track record of delivering customized, compliant, and impactful benefits administration and wellness solutions to organizations across various industries. Our credentials, experience, and project approach are designed to provide value, foster long-term relationships, and drive measurable results. Here's a breakdown of how FBMC distinguishes itself from competitors:

1. Credentials & Experience

- We have 48+ years of experience. FBMC has a deep understanding of employee benefits, wellness programs, and compliance regulations. We offer expertise in the design and administration of benefits plans, ensuring that they remain competitive and legally compliant.
- FBMC is consistently at the forefront of industry innovation, evolving with the changing needs of both employers and employees with an established reputation for providing high-quality, tailored benefits administration solutions that prioritize client satisfaction.
- Our comprehensive service offerings and integrated approach means you can rely on a single trusted partner for all their benefits-related needs, streamlining the process and enhancing overall program effectiveness.
- FBMC's long history of client success stories and testimonials underscores our ability to meet the diverse needs of employers and employees, from large corporations to smaller organizations. Our vast experience in both public and private sectors helps navigate the complexities of benefits administration across various industries.

2. Approach to Projects

- **Client-Centered Customization:** Unlike many competitors that offer one-size-fits-all solutions, FBMC takes a highly personalized approach to each client. We work closely with clients to understand their unique organizational needs, culture, and employee demographics, ensuring that the benefits program and wellness initiatives are tailor-made for maximum impact.
- **Collaborative Strategy Development:** FBMC's project approach is collaborative from the start. We engage in ongoing conversations with clients to ensure alignment on objectives, expectations, and desired outcomes. This collaborative process ensures that each project, whether it's a wellness program rollout or a benefits enrollment system, reflects the City's values and goals.

- **Data-Driven Insights:** We incorporate data analytics into our approach, providing clients with actionable insights through surveys, feedback, and usage patterns. By continuously measuring key performance indicators (KPIs), FBMC fine-tunes initiatives to optimize engagement, satisfaction, and outcomes.
- **Scalable and Flexible Solutions:** Whether working with a small company or a large enterprise, our solutions are scalable and flexible, capable of adapting to the size and complexity of any organization.
- **Compliance-First Approach:** As regulations around employee benefits and wellness programs continue to evolve, FBMC places a strong emphasis on compliance. We have an experienced team dedicated to ensuring that every aspect of the benefits program, from enrollment to claims administration, is fully compliant with the latest federal and state regulations.

3. Differentiation from Competitors

- **End-to-End Service:** FBMC offers a complete suite of services—from benefit plan design and compliance management to wellness program implementation and ongoing support. Our end-to-end service ensures that the City does not have to engage multiple vendors, streamlining operations and improving the user experience.
- **Advanced Technology Integration:** FBMC leverages innovative technology to deliver efficient and user-friendly solutions for benefits enrollment, wellness tracking, and compliance management. Our use of digital platforms enables seamless integration across various benefits offerings, ensuring a smooth and accessible experience for both HR teams and employees.
- **Dedicated Support and Expertise:** FBMC assigns dedicated account managers and subject matter experts to each client - ensuring that the City receives personalized, hands-on support throughout the lifecycle of their benefits program.
- **Focus on Employee Engagement:** FBMC places a strong emphasis on employee engagement with wellness programs, making sure that the offerings are not only comprehensive but also enjoyable and accessible. Our approach incorporates gamification, incentives, and health education tools to encourage participation and sustain long-term engagement.
- **Proven Results:** FBMC's ability to demonstrate clear, measurable results from past projects helps to build trust and credibility with clients. Whether it's increasing employee engagement in wellness programs, improving compliance, or reducing administrative costs, FBMC's track record of delivering quantifiable outcomes distinguishes them from others in the industry.

FBMC stands out from competitors by offering an end-to-end, customized, and tech-forward solution that prioritizes compliance, employee engagement, and long-term success. Our focus on personalization, deep industry expertise, holistic wellness programs, and seamless technology integration provides clients with unique value that many other firms may not be able to offer. Our commitment to compliance, customer service, and continuous improvement ensures that they can deliver effective, measurable results that meet the evolving needs of both employers and employees.

WHY CHOOSE US?

Purpose. Opportunity. Solution.

OUR PURPOSE

FBMC's primary objective is to help your employees improve their financial health, their physical health and wellbeing. Through effective management, FBMC has the knowledge and expertise to improve the quality of benefits offered, while lowering the overall costs for both your administration and employees.

OPPORTUNITY

We're excited about the opportunity to create better efficiencies in benefits administration and to educate and inform your employees. Upon award, we will conduct a thorough benefits analysis that will, in turn, add more value to your benefits program.

OUR SOLUTION

FBMC will assist with strategically planning, designing, and negotiating the best coverage and cost for selective employee benefit programs. As a benefits manager and trusted advisor to a number of public-school districts and public sector employers for the past 47 years, we are experienced in offering the products, services, efficiencies, and cost saving measures to successfully administer comprehensive and complex benefits programs. FBMC currently manages multiple programs similar to your services, and we are accustomed to the unique complexities associated with delivering such solutions.

FBMC has maintained meaningful relationships and has extensive benefits experience in providing employees with:

- Voluntary and Ancillary Brokerage and Consulting
- Education and Engagement
- Enrollment Services
- Benefits Administration
- Payroll Reconciliation and Billing

WHY CHOOSE US?

FBMC SERVICE MODEL

The FBMC client experience was developed to ensure alignment and continual evaluation of services to your goals and objectives. Annual strategic planning sessions to define short- and long-term initiatives are the cornerstone of our service model. These sessions allow the Account Management team to engage the appropriate FBMC internal resources at the appropriate time to achieve success. Our clients continually rate FBMC above the industry benchmark for client satisfaction, as seen in our NPS scores.

Following the planning session, your Account Management team will deploy FBMC's communication, enrollment, brokerage, and technology subject matter experts to develop and deliver award-winning solutions. Our commitment to delivering proven results can be seen in our client employee's satisfaction scores in excess of 96% when scoring their annual enrollment experience.

FBMC utilizes leading edge tools to develop, track, manage, and report on the progress throughout the year. Obviously, open enrollment is a critical time during any employee benefit program, but there is a great deal of planning and preparation that goes into making it a truly successful experience for all. The following pages contain an overview of our typical annual enrollment project plan so you can better understand what your experience with our teams would be.

Understanding that a successful partnership involves open communication and transparency, FBMC has been committed to compensation transparency with annual revenue disclosures to our clients for more than a decade. Our values of honesty and accountability have resulted in a pristine reputation when providing compliance guidance and benefit administration to our clients.

Our employee-owners' dedication to responsive action has resulted in client retention that far exceeds that of our competitors, with some clients dating back to our inception more than four decades ago.

SERVICE CAPABILITIES

We're excited about the opportunity to create better efficiencies in benefits administration while enhancing employee education and communication strategies. Some clients have found great value in the services that the teams at FBMC have developed with their needs at the forefront of our purpose.

WHY CHOOSE US?

SERVICE CAPABILITIES *(continued)*

Core and Voluntary Benefit Brokerage Services

FBMC utilizes an annual strategic planning tool to ensure that the employee benefit program aligns with your organizational goals and objectives. Following this exercise, our Market Resources team uses a competitive "*reverse-auction*" bid process to evaluate policy features and premiums, which are consolidated into comparative spreadsheets to help you make final decisions based on our recommendations. FBMC partners with dozens of "A" rated or above insurance carriers and vendors to help employers offer affordable insurance programs to employees. FBMC is not owned by nor are owners of any insurance carrier, as our strategy is to remain unbiased in review and recommendation for our clients.

New Hire Onboarding

Our 3MPWR team is available to assist new hires with understanding the employee benefits offered during an initial onboarding education session through face-to-face, telephonic, or virtual engagement opportunities. This allows new employees the ability to ask questions about their unique situations, while being provided with information about policy features like guaranteed-issue periods that they can take advantage of upon their initial hire.

Perpetual Employee Call Center

FBMC understands each employee's benefit needs and concerns are unique to their situation. This is why we provide a year-round resource for employees and dependents to speak with a benefit counselor, Monday through Friday 8a-5p CST. This service provides support and peace of mind for employees and allows more time in the day for the employer to focus on other important priorities.

Technology Agnostic

FBMC's Client Innovations support team allows true flexibility in technology integrations for our clients. We have the ability to continue your experience with customized technology, implementing the solutions mentioned above, while also having the expertise to evaluate, and if needed recommend, alternative technology solutions that continue to support your organizational goals.

Detailed Analysis and Consultation

Data and reporting are meaningless if they're not actionable. FBMC is committed to understanding your needs and expectations. FBMC provides Pre and Post Enrollment analysis, along with a Client Action Report to illustrate important information and lessons learned, including necessary steps for future improvement. FBMC's annual Stewardship Report provides a comprehensive year-end review of the benefit programs and services.

CORPORATE BELIEFS

DIVERSITY. EQUALITY. EQUITY.

Our Corporate Beliefs

We believe that businesses should establish certain standards of operation that embrace principles of integrity, fairness, opportunity, diversity, equity, inclusion, and dedication to customers.

In keeping with our stated corporate values, we will be honest, accountable, respectful, inclusive, and responsive in the operation of our business.

- We pledge to apply these values and standards of operation to every business activity.
- We will conduct all business on behalf of our clients and customers with full disclosure and openness, operating with the highest standards of ethical behavior.
- We will abide by the spirit of federal and state legislation mandating the privacy and security of the data we process and maintain, including but not limited to the privacy and security standards incorporated within the Health Insurance Portability and Accountability Act of 1996, as amended.
- We will be responsible corporate citizens and actively participate in programs that promote recycling, energy conservation, and the preservation and protection of our environment.
- We will hire, develop, and promote our employees by adhering to standards of diversity, equity, and inclusion and to the standards set by our formal affirmative action hiring and promotion policies. Affirmative Action includes traditionally marginalized groups based on factors such as age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender identity or expression, sexual orientation, or veteran status.
- We will provide a confidential employee protection hotline for employees to notify management of any wrongdoing, including but not limited to sexual harassment, employment discrimination, and unsafe acts. We will promptly and completely investigate any complaint and take any and all action necessary to remedy the situation.
- We will make every effort to pay a fair wage that is competitive with other employers in our communities and is consistent with a fair price being charged to our clients and customers. We will reward employees based on meeting stated business objectives and clients' and customers' requirements.

CORPORATE BELIEFS

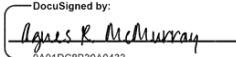
DIVERSITY. EQUALITY. EQUITY.

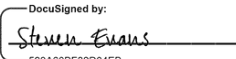
Our Corporate Beliefs continued...

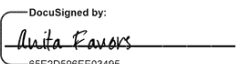
- We will provide our employees an opportunity to become owners of the company through the Employee Stock Ownership Plan and to share in the growth of the company.
- We will offer our employees a comprehensive benefits package and make a meaningful employer contribution toward the cost of these programs. We will support employee wellness through employer-sponsored programs.
- We will provide tools and resources that encourage employees to expand both their job- and non-job-specific skills and provide mentoring to facilitate career advancement. We will post and provide opportunities for employees to apply for all positions and, whenever appropriate, hire from within.
- We will take every reasonable effort to increase employee satisfaction and engagement while maintaining a culture of ownership and high performance to be an employer of choice.
- We will donate at least 1% of profits to charitable and community organizations. We will also encourage and support employee participation and activities in related areas and will support community development programs sponsored by our clients.
- We will foster open communication throughout our organization and maintain an open door policy among employees at all levels.
- We will remain committed to achieving organizational performance excellence in every aspect of our business in order to provide best in class service to our clients and customers.

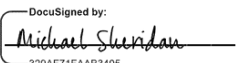
Our Company Beliefs, committed to by the Officers and Directors of FBMC/C Benefits Management, Inc.

DIRECTORS

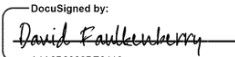
Agnes McMurray 

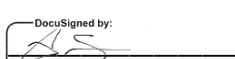
Steven Evans 

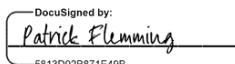
Anita Favors 

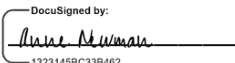
Michael Sheridan 

OFFICERS

David Faulkenberry 

Rick Farris 

Patrick Flemming 

Anne Newman 

KEY DIFFERENTIATORS

THE FBMC DIFFERENCE



Healthcare Education

Health benefits are typically the second largest annual company profit and loss expense. FBMC ensures your employees fully understand their benefit options, how they work and help them assess the best election for themselves and their families. We help our clients optimize their employee's benefit education, understanding, and engagement.



Insurance Industry Leverage

FBMC's Healthcare Innovation Development team has extensive experience and strategic relationships with both traditional carrier partners and emerging innovation leaders in alternative and self-funded plans. The FBMC team will develop a customized benefits strategy – leveraging the best ideas or alternatives from all our partners. This empowers our clients to understand and select the best fit for them during the annual planning process, 3-6 months before their renewal date.



Title IX Support and Management

Through our exclusive Work Shield® partnership, we provide solutions to mitigate liability and immediately create more positive, inclusive, and equitable workplace cultures.



Pharmacy Management Services

FBMC partners with the leading national PBMs that excel at helping clients proactively understand and optimize their Rx spend. FBMC can provide total risk management for pharmacy benefits, including complete cost transparency, rebates, manufacturer assistance programs, and international pharmacy programs. We maintain a proactive approach on continuing education utilization to minimize drug utilization challenges that drive escalating costs.



Stop Loss Assistance

Included in our unique benefit marketing strategy, FBMC can assist in marketing and managing stop loss on your behalf. FBMC partners with industry leaders to ensure that each client has access to multiple pricing bids annually for this service. All stop loss markets used by FBMC is top rated (AA+).



3MPWR: Empowering Employees to Enroll

3MPWR Enrollment Strategies provides enrollment solutions through our internal 3MPWR team, including: in-person, digital, and telephonic enrollment options available to all populations. We deliver a custom enrollment experience that aligns with your objectives. FBMC utilizes customizable enrollment platforms, along with licensed and trained Benefit Counselors to ensure your onboarding benefits enrollment runs smoothly and maximizes the value of your benefits with high-employee engagement.

CLIENT TESTIMONIALS

Kind words from our clients

"A flawless open enrollment preparation. I cannot thank you enough."

- Florida School District



"I appreciate the way you were able to present the information in a way I could grasp. I do not have a risk management background and still find some things difficult to understand. It's a real talent to be able to break down a complex subject for everybody's consideration."

- Florida School District



"FBMC's services help School Districts relieve their staff of some of the challenges with insurance benefits and regulations. Allowing the Districts to utilize their staff time on other important issues. While knowing that they will be done in a professional manner and with the exemplary service."

- FSBA Director



"If it's something good, you're in the middle of it...and I'm grateful for that. If it's something not so good, you're in the middle of it too, persistent and head strong to work whatever the issue is until it is resolved."

- Florida School District



We asked our clients...

How likely are you to refer a friend to FBMC?

FBMC
BENEFITS MANAGEMENT

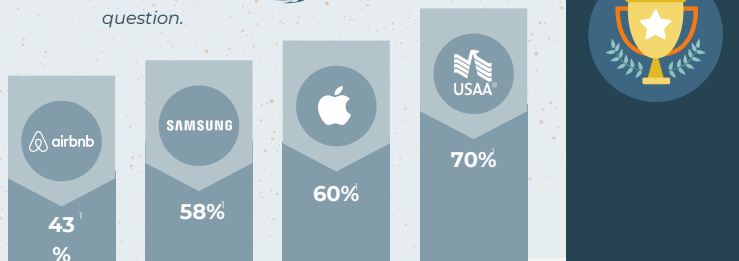
92%

since 2021 Net Promoter® Score (NPS)

Other Insurance Brokers **34%**

In 2022 clients of insurance brokers reported an NPS® rating of **34%** based on overall satisfaction with their provider.

The **Net Promoter® Score (NPS)** is one of the most recognized methods for measuring customer loyalty. The score is based off answers to the above question.



FBMC's score is **ABOVE** 2021 NPS® industry leaders such as Apple, AirBnB, Samsung and USAA.

CLIENT TESTIMONIALS

Kind words from our clients

"Thank you and your spectacular team for working so hard getting everything up & going."

- Texas Client



"You are so good at what you do. Thank you so much for all your help the last several months. You are the best!"

- Texas Client



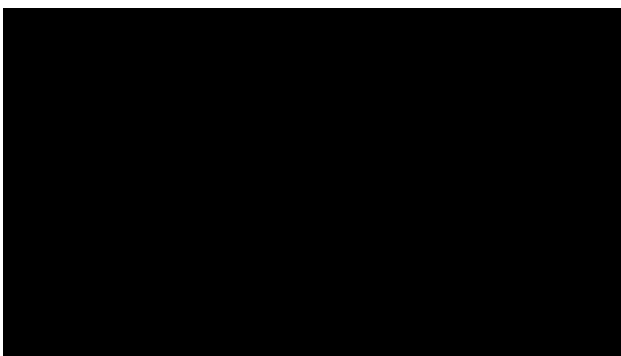
"Thank you all so much for the amazing effort you all put into making what we present to our teachers & staff look professional, and more importantly, the benefits offered are thoroughly vetted to ensure they are the best fit for us. We truly appreciate you all "

- Benefits Coordinator
at Texas Client

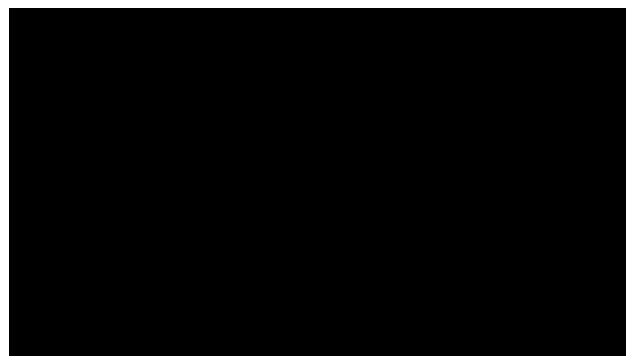


"I cannot begin to express how happy I am with FBMC helping us whenever issues arise. I am excited about our working relationship moving forward."

- Texas Client



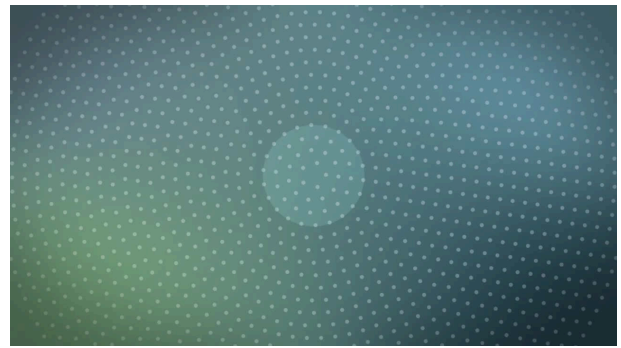
- Andrea Messina, Executive Director at FSBA
Florida School Boards Association



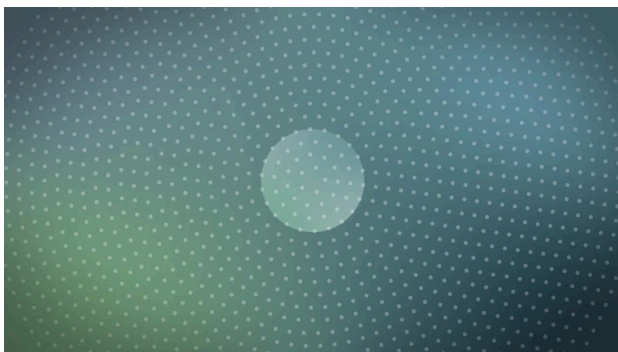
- Felina Martin, Executive Director at INIE
Institute for Nonprofit Innovation and Excellence



- Suzette Fernandez
Jackson Health Systems



- Greg Kitchens
Senior Partner & Chief Information Officer
Artia Solutions



- Tracey Cohen
President of Target Print & Mail

SERVICE SNAPSHOTS



- Whitney Hill
Sr. Employee Benefits Consultant



- Heather Kowis, REBC
Regional Account Executive

VALUE ADDED PARTNERS & PROGRAMS

**Included in Standard Scope of Services at no charge
**Available at preferred pricing rates (subsidies may be available)*



Vista 401(k)

Vista 401(k) is a plan which “wraps” around various mutual funds and is offered under Section 401(k) of the Internal Revenue Code. It is a qualified, defined contribution plan that allows participants to invest in mutual funds offered through top fund companies, such as: American Funds, T Rowe Price, Fidelity and Vanguard to name a few.



Livongo

Smart devices, expert support and health management strategies available to address the rising costs associated with Diabetes, Diabetes Prevention, High Blood Pressure and Weight Management.**



HR360 & Zywave

24/7/365 access to a wealth of compliance and human resource related resources including templates, compliance related updates and training. This cloud-based online platform provides an easy-to-use interface that will allow your team to go beyond employee benefit topics into additional human resource topics like performance reviews, salary benchmarking and job description builders.*



Clever RX

Clever RX offers you innovative solutions such as partner-branded savings cards, website and a co-branded mobile app that you can share virally. The best part is that you earn every time a patient saves money using your card or app. Don't let someone else help your clients and get rewarded. Build a great business and feel clever about it.**

VALUE ADDED PARTNERS & PROGRAMS

**Included in Standard Scope of Services at no charge*

***Available at preferred pricing rates (subsidies may be available)*



Work Shield

Work Shield empowers employers to confidently manage Title IX sexual misconduct and discrimination complaints and offers comprehensive, EEOC compliant processes and resolution recommendations for any employee harassment or discrimination concern.**



Legal Insurance

ARAG

Handling everyday situations that turn into legal issues takes time and money – disrupting both an employee's life and work. That's where a legal plan can help. ARAG includes Identity Theft Protection for your family.**



Cancer Guardian

Cancer Guardian is a transformative benefit program that combines the power of advanced DNA testing with the personalized support of expert cancer care resources. Plus provides you with comprehensive Genomic Profiling.**



Recuro Health (formerly Wellvia)

Recuro Health provides members with access to high quality doctors via telephone for non-emergency medical needs. Recuro's U.S.-based and board-certified physicians deliver an average doctor response time of less than 15 minutes. Recuro's doctors can diagnose symptoms, prescribe medication, and send prescriptions to your pharmacy of choice.**



MASA

Medical Transport Solutions shields you from extremely-high charges due to commonly-denied ground and air ambulance claims. Estimates from the US Department of Labor say that at least 14% of all submitted medical claims are rejected each year. That's 1 out of 7 claims, which amounts to over 200 million claims per year. Considering 1 out of 10 people will make an emergency call every year, the threat of excessive emergency bills is very real.**

VALUE ADDED PARTNERS & PROGRAMS

**Included in Standard Scope of Services at no charge*

***Available at preferred pricing rates (subsidies may be available)*



New Benefits

The leading wholesaler of non-insured benefits, New Benefits aggregates the most sought-after healthcare and lifestyle solutions in the market. Custom blend over 30+ non-insured benefits to help members navigate healthcare, find affordable care, reduce stress, and save time.**



Epic Hearing

With EPIC Hearing Healthcare (EPIC), you get the options, care and convenience to help make it easier to hear the sounds you've been missing. Whether you're just beginning to notice a hearing loss or have been wearing hearing aids for years, EPIC can meet you where you are in your journey to better hearing.**



Virgin Pulse

Virgin Pulse provides a comprehensive wellness platform empowering people to lead happier and healthier lives by engaging them in personal, rewarding ways throughout their health and wellbeing journeys.**



National Benefit Services

NBS administers COBRA, FSA, HSA, and Dependent Care allowing you to set aside pre-tax dollars from your paycheck to pay for many healthcare and dependent care needs. They include a free debit card for transactions with an NBS mobile app to save time when you are on the go.*



TCG

Take care of your staff and organization with retirement and financial wellness plans focused on their growth. TCG provides financial education so no staff member ever feels lost again.*



WEX

WEX is a global commerce platform that helps businesses solve for operational complexities like employee benefits, managing and mobilizing fleets, and streamlining corporate payments.*



TASC

TASC handles employee benefits and compliance administration to companies of all sizes. From healthcare to fringe, from giving to education, from compliance to continuation - TASC offers more than 50 benefit accounts and compliance offerings to meet your needs.*

5.2

5.2. Disclose your past and present financial relationship to any and all insurance companies and/or any other providers of services similar to the ones you may provider for the City of Edinburg. Be specific relating to the disclosure of types of income commissions, fees, and/or overrides.

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Disclosure of Financial Relationships

FBMC maintains a commitment to full transparency and integrity in all business practices. As an independent benefits consulting and administration firm, FBMC does **not** own, nor is it owned by, any insurance carrier or provider. We do not promote proprietary products, and our recommendations are solely based on the best interest of our clients.

Past and Present Financial Relationships

FBMC may receive compensation from insurance carriers in the form of commissions, fees, or overrides **only when such compensation is approved by the client** and clearly disclosed in advance. This typically occurs in cases where clients opt for a commission-based model for certain voluntary benefits (e.g., supplemental life, critical illness, accident insurance).

Types of Compensation May Include:

- **Commissions:** A fixed percentage paid by carriers for voluntary benefits sold through FBMC's enrollment platform. These are standard industry commissions and are fully disclosed in writing to the client.
- **Service Fees:** When elected by the client, FBMC may receive fees directly from the employer for consulting, enrollment, administration, or compliance services.
- **No Double Compensation:** FBMC will never collect both a commission and consulting fee for the same service unless explicitly approved by the client in writing.

FBMC does **not** accept undisclosed bonuses, revenue shares, or incentive-based compensation that could present a conflict of interest. We are proud to operate under a model of full disclosure, client-first service, and strict regulatory compliance.

For the City of Edinburg, FBMC will fully disclose any and all potential compensation sources and obtain written approval prior to implementation of any services involving third-party carriers or products.

FBMC works with a wide network of top-tier insurance companies, third-party administrators (TPAs), and other providers. We are authorized brokers and agents for these providers, ensuring access to a broad range of plan options for our clients.

Aetna	EyeMed	National Benefit Services (NBS)	Tufts Health Plan
Aflac	Eyetopia	Nationwide	United Healthcare
Allstate	Fidelity Security Life	Ocenture	Unum
Ameritas	First Care Health Plans	OneAmerica	Voya
ARAG	Florida Combined Life	Payflex	VSP
AvMed	Hartford	Pet Benefits	WellVia
BCBS	HealthJoy	Scott & White	
Chubb	Humana	Sun Life	
Cigna	ILock360	Superior	
Colonial	Legal Club of America	Symetra	
Davis Vision	Legal Shield	TASC	
Dearborn National Life	Lincoln Financial	The Guardian	
Delta Dental	Maestro Health	The Standard	
Epic Hearing	Masa Medical Transport	Transamerica	
Equitable	MetLife	Trustmark	

5.3

5.3. What types of services do you provide to fully-funded health plan clients? Be specific relating to areas of expertise, and the duties you perform(ed).



5.3. What types of services do you provide to fully-funded health plan clients? Be specific relating to areas of expertise, and the duties you perform(ed). *

At FBMC Benefits Management, we specialize in delivering tailored consulting, administrative, and communication services for employers offering fully-funded health plans. With over four decades of experience supporting public and private sector clients, we understand the distinct needs and challenges of fully-insured arrangements. Our focus is on maximizing value, enhancing employee understanding, and ensuring seamless execution.

Here's a breakdown of the specific services we offer to fully-funded health plan clients:

1. Strategic Benefit Planning & Design

Plan Benchmarking: We conduct comparative analyses of your current health plan offerings versus regional and industry standards to ensure competitiveness.

- **Carrier Evaluation & Selection:** FBMC works with leading national and regional carriers to procure fully-insured health plans with favorable pricing, terms, and service guarantees.
- **Network & Benefit Optimization:** We analyze plan utilization trends and provider networks to ensure broad access and optimal cost-efficiency.
- **Multi-Year Strategy Development:** For stability and budgeting predictability, we help clients build 3–5-year benefit strategies aligned with organizational goals.

2. RFP Management & Carrier Negotiation

- **RFP Creation & Management:** We develop and manage Request for Proposal (RFP) processes for medical, dental, vision, life, and other ancillary benefits, ensuring transparency and competitiveness.
- **Contract Review:** Our team carefully reviews and negotiates fully-insured carrier contracts, focusing on rate guarantees, service-level agreements, and renewal terms.

3. Renewal Management

- **Mid-Year Plan Review:** We proactively review plan performance and market trends to anticipate renewal outcomes and prepare accordingly.
- **Negotiation of Renewals:** Our consultants leverage market intelligence to challenge carrier assumptions and drive better renewal outcomes for our clients.
- **Actuarial Support:** We provide actuarial analysis when necessary to validate renewal rate changes and assess long-term impact.

4. Compliance & Regulatory Support

- **ACA & ERISA Compliance:** We ensure plans adhere to all applicable laws, including the Affordable Care Act, ERISA, and state-specific insurance mandates.
- **Required Notices & Filings:** We help prepare and distribute Summary Plan Descriptions (SPDs), Summary of Benefits and Coverage (SBCs), and other regulatory notices.

- **HIPAA & COBRA Oversight:** We assist with HIPAA privacy compliance and coordinate COBRA administration when needed.

5. Communication & Engagement

- **Customized Employee Communication:** FBMC creates tailored communications—both digital and print—to help employees understand their benefits and make informed choices.
- **Open Enrollment Campaigns:** We provide full-service OE support, including digital guides, in-person or virtual benefit meetings, and multilingual resources.
- **Decision Support Tools:** We implement tools such as benefit calculators and plan comparison guides to support employee decision-making.

6. Benefits Administration Technology

- **Enrollment Platforms:** We implement and manage benefits enrollment platforms that integrate with your payroll and HRIS systems.
- **Eligibility & Billing Reconciliation:** FBMC supports the reconciliation of carrier billing and eligibility files to reduce errors and administrative burden.
- **Data Analytics & Dashboards:** Access to real-time insights into plan participation, employee demographics, and benefit elections.

7. Ancillary & Voluntary Benefits Consulting

Even under fully-funded medical plans, employers can enhance their offering through voluntary benefits—many of which FBMC specializes in:

- Dental, Vision, Life & Disability (Group & Voluntary)
- Critical Illness, Accident & Hospital Indemnity
- Legal Plans, Identity Theft Protection & Pet Insurance

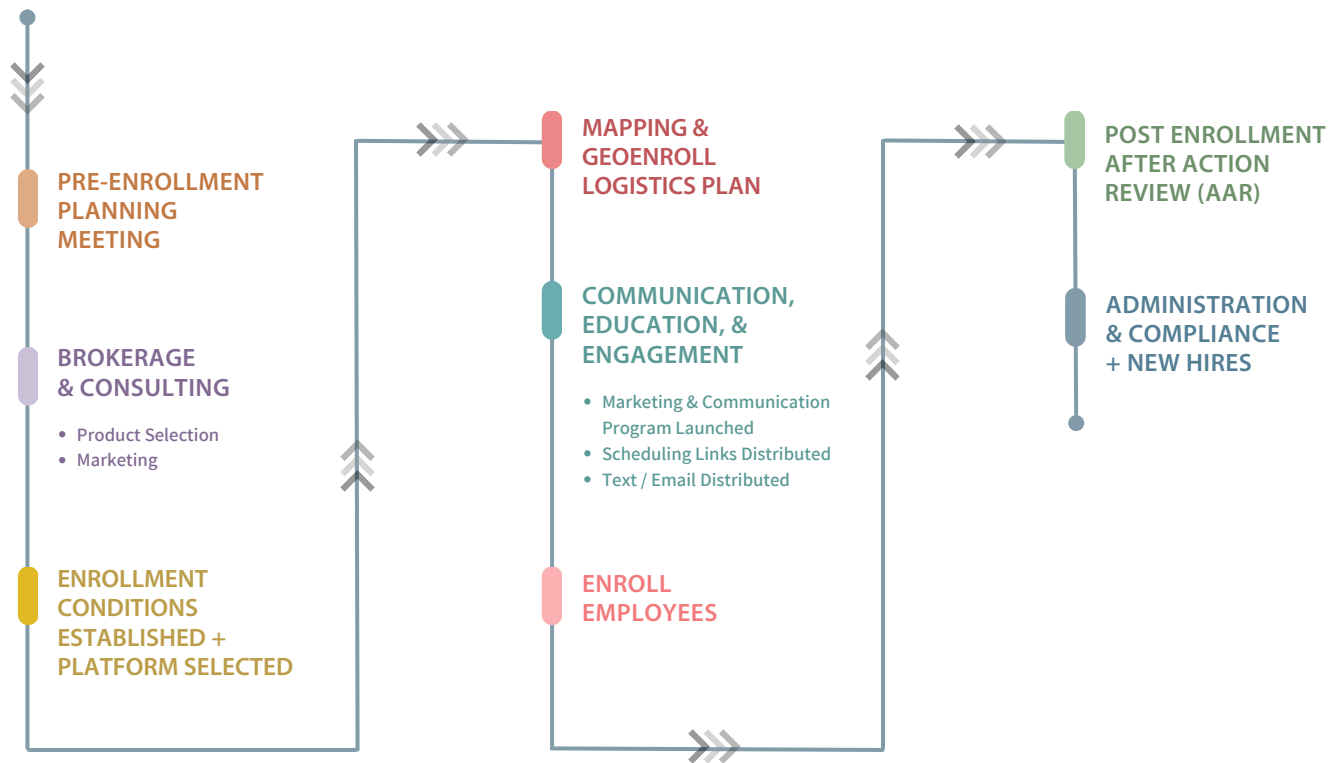
We ensure these are seamlessly integrated into your benefits strategy with consolidated billing and enrollment solutions.

8. Employee Advocacy & Support

- **Benefits Help Center:** Our dedicated support team provides year-round assistance to your employees on claims, ID cards, coverage questions, and more.
- **Wellness Integration:** We offer support for wellness programs that align with your carrier and organizational goals—improving engagement and outcomes.

At FBMC, our mission is to deliver customized, compliant, and cost-effective benefit strategies that align with your organizational culture and financial goals. Whether you're a school district, municipality, or private business, our consulting services are designed to simplify administration, improve employee satisfaction, and position your benefits as a competitive advantage.

PROJECT PLAN



Implementation Sample Timeline: 2025-2026



Brokerage & Consulting

We provide innovative cost containment strategies, benefits planning and oversight, research, data, and provable quality results.

- Innovative Cost-Saving Strategies
- Benefits Planning and Oversight
- Product Procurement

Product Selection & Strategy

Meet with client and consultant to determine benefit and enrollment related needs.

- Obtain information for plan analysis
- FBMC Proposal Requests to Carriers
- FBMC furnishes spreadsheets with carrier responses
- FBMC schedules meeting to review spreadsheets
- Evaluate executive summary
- Provide strategic recommendations
- Finalize Open Enrollment Timeline
- Start implementation process of new benefits
- Begin platform functionality development



FBMC can assist you in offering competitively priced and feature rich benefits from the industry's top tier carriers. Our detailed approach, product expertise and proven processes will enhance your benefit offerings and deliver additional value to your employees. Our marketing services include:

Assertive, Effective Carrier Negotiations

We work directly with a diverse group of the industry's "best in class" carriers, and we know how to leverage our specialized experience, strong relationships, and proven negotiating platform to deliver the best results.

Benefits and Contract Comparison

During the initial marketing phase, FBMC thoroughly reviews the inforce benefits to ensure all plan designs are matched appropriately and there are no gaps in coverage. Once issued, FBMC also reviews the new contracts to make sure all applicable policy provisions and benefits are correct.

Premium Administration

As a fully licensed and bonded Third Party Administrator, FBMC can provide complete premium processing and billing when needed. This ensures fast and accurate payments to your carriers, while providing an additional layer of quality control.

FBMC utilizes a unique marketing strategy which drives results by leveraging technology and creating increased competition. The historical experience utilizing this reverse auction technology has yielded an aggregate average savings of 22%.

Illustrative Sample



Enrollment Conditions Established + Platform Selected

We work with 20+ partners! Here's a list of our platform functionalities:

- **Platform Agnostic**
- Administration / Credentials Access
- Premium billing and Reconciliation
- Direct Bill
- Benefits plan details and summaries
 - Plan Comparisons
 - Medical Decision Support
- Reporting Libraries / Data / Information Management
 - ACA Reporting & variable hours tracking
 - Current and Past enrollment elections
 - Dependent and Beneficiary data
 - Eligibility audit document tracking
 - Corporate & HR Policy Information
- Enrollment Site Branding

Additional Reports, Payroll & Reconciliation Capabilities:

Process:

FBMC offers premium reconciliation services that are performed monthly by our Client Administration Department. FBMC has designed a process that allows the enrollment technology to act as the system of record, which feeds data electronically (when available) to the carriers and payroll. This keeps all systems in sync and reduces the number of billing discrepancies. Our consolidated billing solution provides details by participant and deduction amount. Please see the process below:

Post Open Enrollment: Enrollment elections are sent to the carriers via file feeds. An internal audit is performed to ensure accurate data on the annual upload file that will be provided to the client. This file imports the deductions into the payroll system based on OE elections.

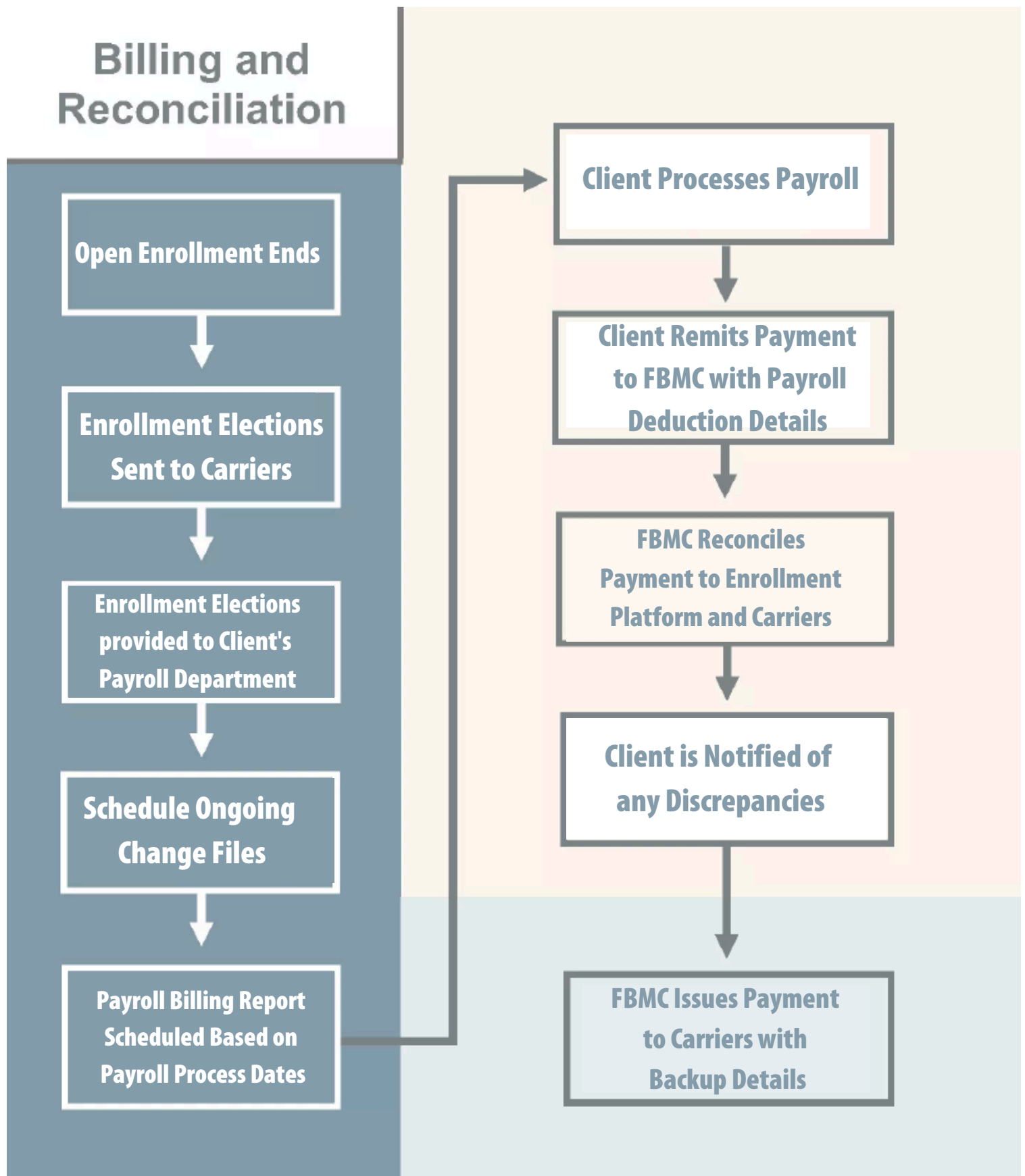
Ongoing: Change files are scheduled weekly. The files capture changes processed in the platform during that week. These files keep the payroll system in sync with the platform, and the carriers. In addition to the change files, a payroll billing report is sent to the client based on payroll processing dates. The client will receive this report prior to running payroll. This allows the client to compare deductions to payroll reports and adjust as needed.

After payroll is processed, the client will remit payment with a copy of the deduction register in excel format to FBMC. Using the payroll data, our system compares the payroll deductions against the expected payroll deductions. Discrepancies are reported back to the client to address on the next payroll or advise if other action needs to be taken. Payments are sent to the carrier by the 15th of each month for payments received by the last day of the previous month.

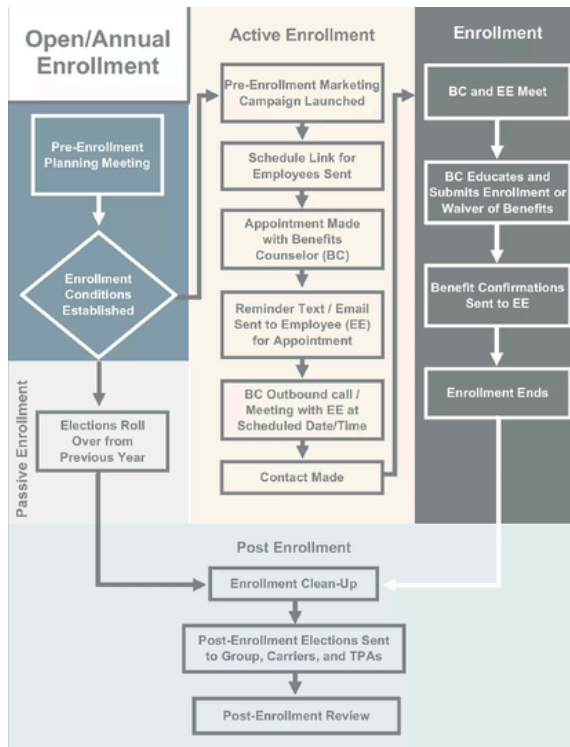
Key Differentiators*

- FBMC Team dedicated to your payroll department
- FBMC utilizes a proactive approach, by providing the payroll department with information prior to processing payroll, reducing manual tracking and number of discrepancies (i.e. double deductions and refunds)
- Weekly change files including member level reconciliation to keep all systems in sync for accurate billing
- FBMC utilizes the deduction register to reconcile the enrollment system and carrier bills, when applicable
- Utilization of EDI, API or custom files for maintaining data integrity, when available
- Monthly reconciliations allow you to keep liability accounts zeroed out, limiting additional work at year end when preparing for audit

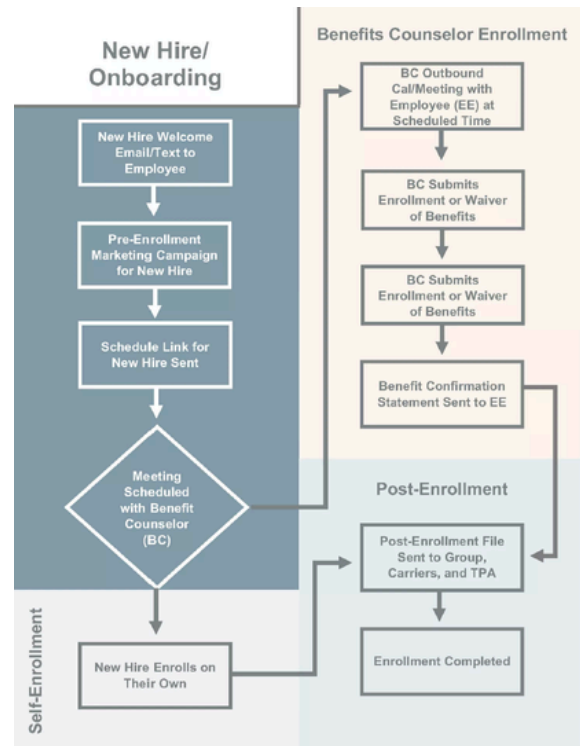
Billing and Reconciliation



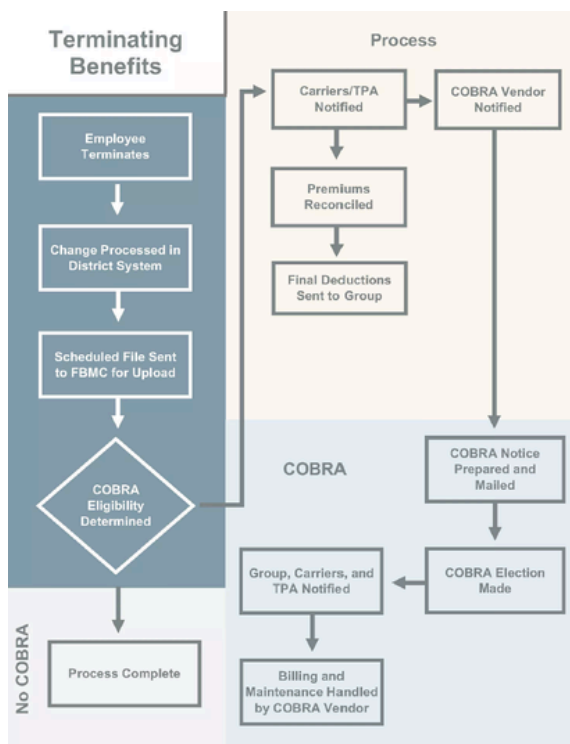
OPEN ENROLLMENT



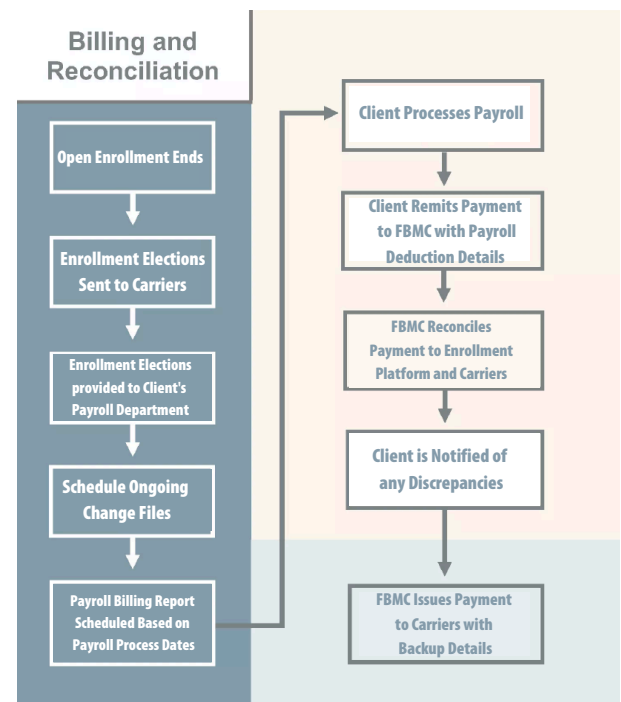
NEW HIRE/ONBOARDING



TERMINATING BENEFITS



PAYROLL: BILLING & RECONCILIATION



Post Enrollment After Action Report

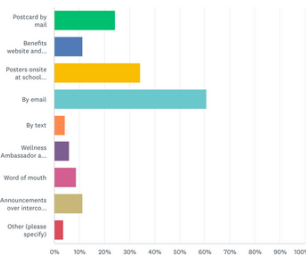
Post enrollment surveys and after action reviews are done to fortify positive results and identify opportunities for enhancement.

- Feedback Surveys
- Salesforce Reporting
- Product by Demographic
- Logistics Analysis

CHANNEL EFFECTIVENESS

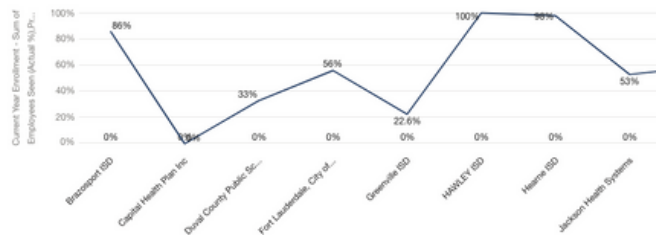
How did you hear about open enrollment and the benefits being offered?

Answered: 917 Skipped: 0



EMPLOYEE ENGAGEMENT

YoY Employee Engagement



Administration & Compliance + New Hires

We reduce your administrative burden by minimizing costs with HR and compliance services, having seamless benefits administration, and using integrated benefits technology. FBMC updates and manages benefits with the best technologies and supportive systems so your data gets to where it needs to.

- Benefits Administration Services
- Integrated Benefits Technology
- HR & Compliance Resources



COMMUNICATION, EDUCATION & ENGAGEMENT

At FBMC, we are experts in educating and engaging your workforce with the information they need to make informed decisions. We provide communication tactics that serve all demographics and populations.

Our customized communication strategies will help your employees become more informed consumers. We'll help you discover a better way to benefit.

Our Communication Strategy includes the following steps:



Award-Winning Communications: Clear, Engaging, and Effective

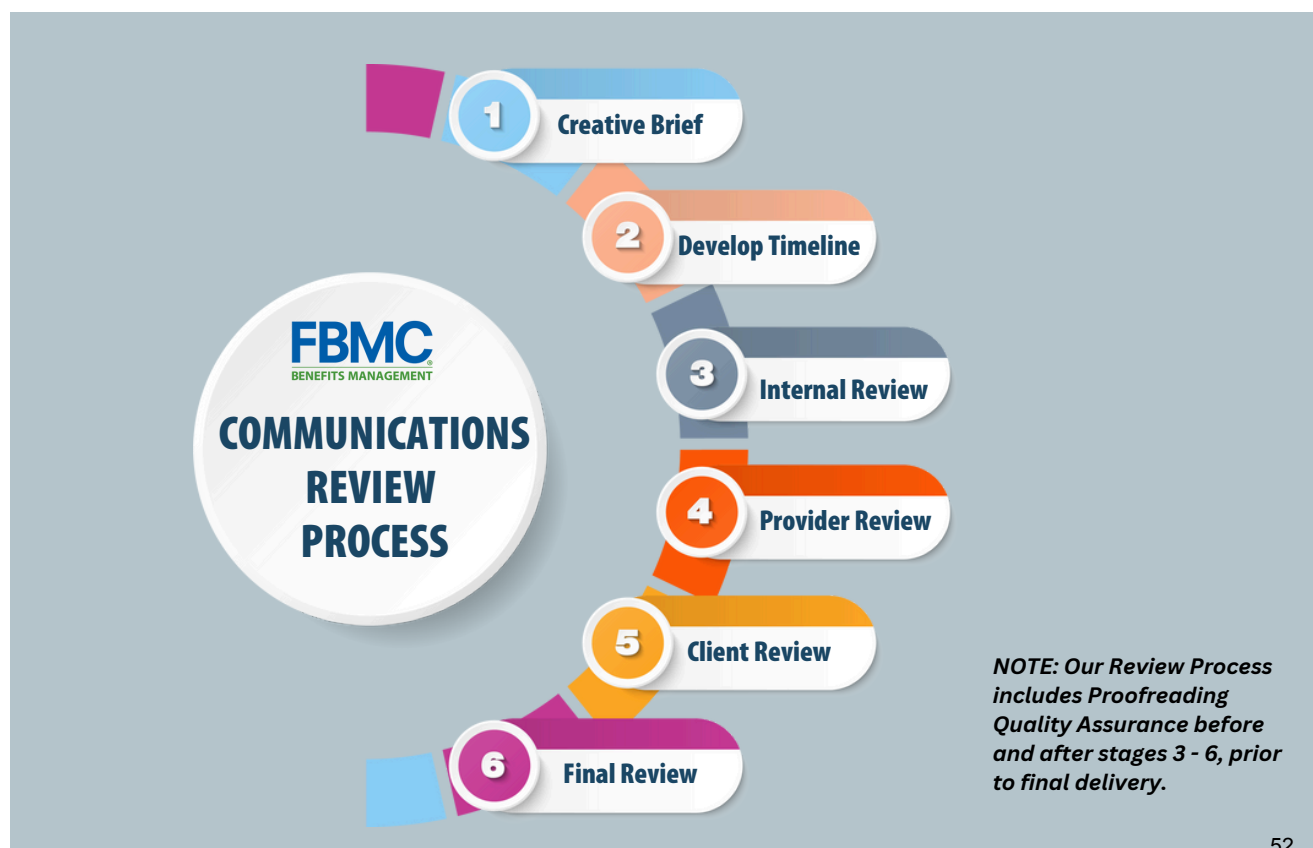
At FBMC Benefits Management, Inc., we understand that benefits communication is more than just distributing information—it's about creating clarity, engagement, and trust. Our award-winning communications are designed to educate and empower employees, ensuring they make informed decisions about their benefits with confidence.

With decades of experience, we specialize in translating complex benefits information into clear, compelling, and accessible materials. From printed enrollment guides and compliance documents to interactive digital content and personalized messaging, our communications are tailored to meet the unique needs of each organization and its workforce.

Our Approach to Effective Benefits Communication:

- **Strategic Messaging:** We craft targeted messages that align with your organization's goals and resonate with employees at all levels.
- **Engaging Design:** Our visually appealing layouts and intuitive formats make benefits information easy to understand and navigate.
- **Multi-Channel Delivery:** Whether through print, digital, video, or interactive platforms, we ensure employees receive critical information in the way that works best for them.
- **Accuracy, Compliance & Proofreading Excellence:** Our meticulous proofreading and quality control processes ensure that all materials are accurate, compliant, and up to date. By rigorously reviewing every detail—from policy terms to layout consistency—we help eliminate errors, enhance clarity, and reinforce trust in the information being shared.

Our commitment to excellence has earned us industry recognition, and more importantly, the trust of our clients and their employees. At FBMC, we don't just communicate benefits—we bring them to life in a way that drives participation, improves understanding, and enhances the overall employee experience. Below is a high-level outline of our standard materials review process.





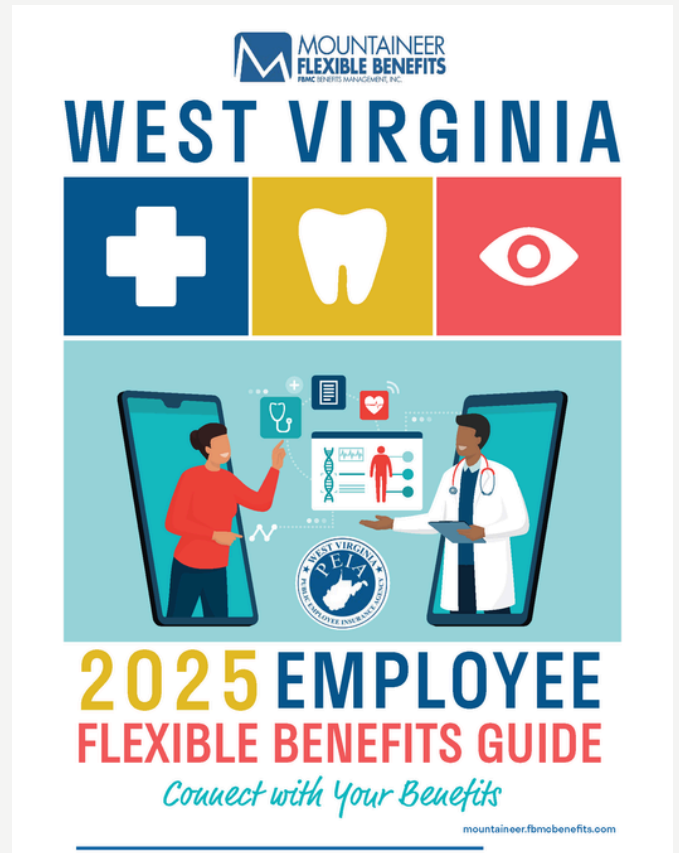
COMMUNICATION SAMPLES

FBMC Culture Book

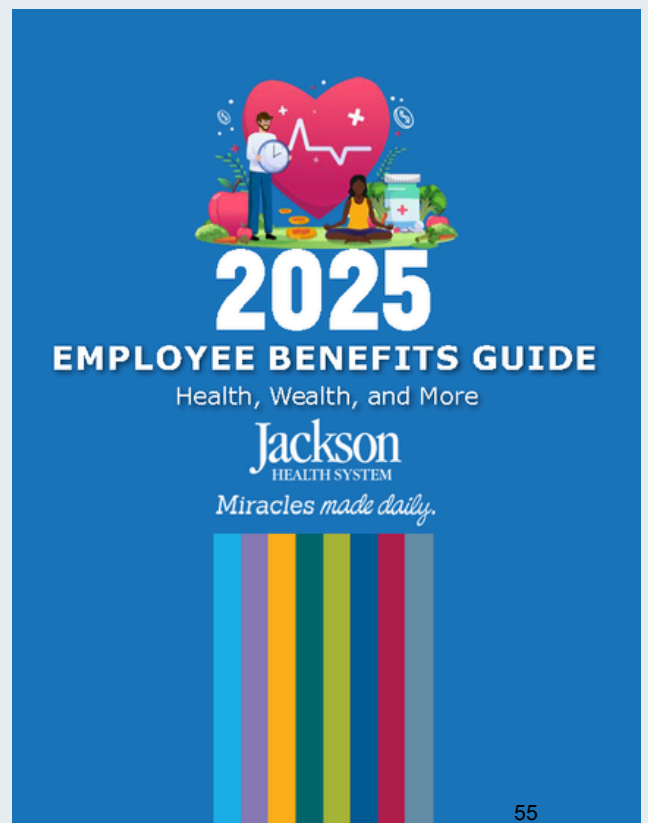


The following sites are examples of our web-based capabilities to help employees get educated on their benefits plans, including a microsite, webpages, and an online benefit guide:

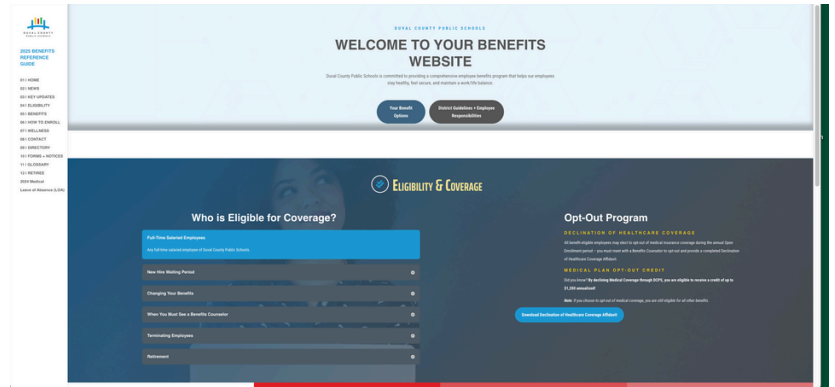
**Mountaineer Flexible
Benefits, State of West
Virginia (PEIA) 2025
Employee Flexible
Benefits Guide**



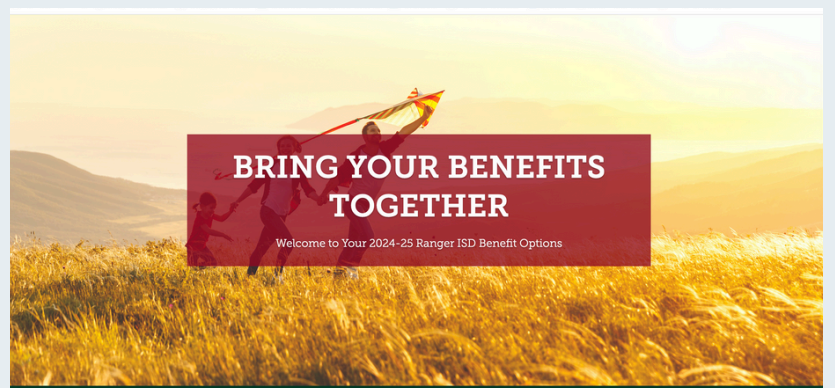
**JHS 2025 Employee Benefits
Guide**



Duval County Public Schools Microsite



Ranger IS Microsite

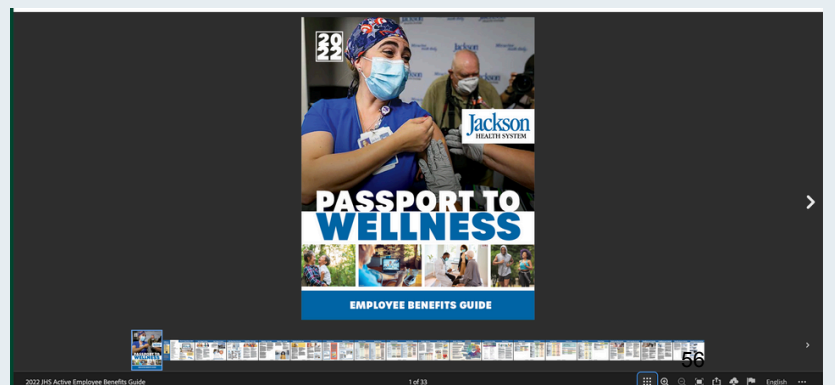


Longview ISD

Microsite



JHS 2022 Employee Benefits Guide

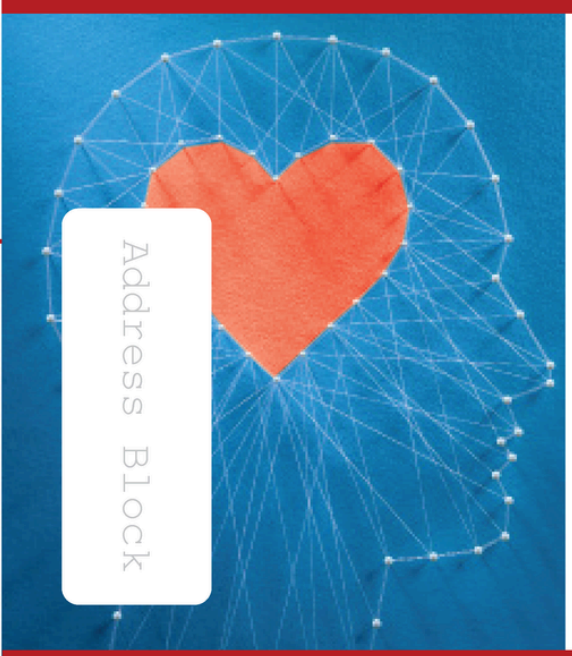


Duval County Public Schools Wellness Newsletter



2023 Heart Month

Healthy Mind, Healthy Heart



Your new mental health benefit, Headspace Health is now available!

All Duval County Public Schools employees are eligible and have access to this new benefit to help manage stress, build resilience, and navigates life's challenges. Headspace Health offers a virtual mental health clinic along with hundreds of meditations, and mindfulness exercises to help you let go of everyday stress. Below are some features of this program.

With Headspace Health, you will get:

- Unlimited behavioral health coaching, on-demand, one-on-one coaching via text to help you with your well-being goals.
- 16 therapy and psychiatry video appointments with a therapist or psychiatrist.
- Meditation and mindfulness exercises for focus, stress, sleep, and more.




To get started, scan QR code or visit
<https://work.headspace.com/v3/dcps/member-enroll/verify>

GET SUPPORT, ANSWERS AND EXPERT CARE.

Optum

DCPS is pleased to announce that Optum will now provide your Employee Assistance Program (EAP) benefits. This program is free and confidential for employees, dependents, and members living under the same household. A licensed professional EAP counselor can help you discover healthy ways to manage stress, anxiety, depression, workplace conflicts, substance abuse, relationship problems, living with chronic conditions, parenting, and other family issues, and much more. You will need to call to schedule time to talk with our dedicated onsite representative. For questions, you can call at **866.248.4096** or visit Optum's website. Below are ways Optum can assist you as your new EAP provider.

-  **Up to 6 sessions** to see a counselor one-on-one, in person or virtually
-  **24/7 confidential access** to professional care, self-help programs and resources to help you deal with life's stresses on lifeandworkwell.com Access Code: **Duval**
-  **For legal issues:** A 30 minute legal consultation by phone or in person (25% discount if you hire an attorney)
-  **Unlimited telephonic access** to master's-level counselors. Call 1-866-248-4096.
-  **Help finding the right resources:** Simply answer a few questions about how you're feeling - and your goals - at lifeandworkwell.com and we will recommend resources to meet you where you are in your mental health journey.
-  **For financial concerns:** Guide from a financial advisor to help with debt, foreclosure, financial planning and more.

tips to	Start Off Right!
 tips to	Start Off Right!
 Meaning & Purpose	FIND A SENSE OF MEANING AND PURPOSE. It is important to identify your personal motivators. A sense of meaning and purpose can give your actions tremendous effect.
 Strong Connections	BUILD STRONG CONNECTIONS. A strong support network can help you with sharing your feelings and gaining perspective on different situations.
 Healthy Behavior	DEVELOP HEALTHY BEHAVIORS. Healthy behaviors are key to maximize personal energy for success. Exercise, eat healthy, get adequate sleep, meditate, and engage in deep breathing.
 Problem Solving	INCORPORATE PROBLEM SOLVING SKILLS. Define the problem, set goals, generate specific actions for each goal, evaluate, select, and implement solutions
 Let Go	LEARN TO LET GO. Learn to accept issues that are out of your control and focus your energy on what you can control.
tips to	Stay Healthy
 Healthy Weight	HEALTHY WEIGHT Maintaining a healthy BMI can help boost your immunity and increase your overall health.
 Eat Well	EAT WELL Get plenty of fruits, vegetables, low-fat dairy and lean proteins.
 Be Active	BE ACTIVE Regular physical activity helps you feel better, sleep better, and reduces anxiety.
 Sleep Well	SLEEP WELL Getting the recommended 7-9 hrs of sleep can positively affect your immune system.
 Do not Smoke	DO NOT SMOKE Smoking increases the risk for immune system problems, including rheumatoid arthritis.

Jackson Health System (JHS) Newsletter



2025 EMPLOYEE OPEN ENROLLMENT NEWS



IMPORTANT DATES

OPEN ENROLLMENT DATES:
Oct. 28, 2024 – Nov. 15, 2024

PERIOD OF COVERAGE:
Jan. 1, 2025 – Dec. 31, 2025



To enroll online or schedule
your appointment with a
Benefits Counselor, go to
JacksonBenefits.org

HOW TO ENROLL:

YOU NOW HAVE 4 WAYS TO ENROLL!

SELF-ENROLLMENT ONLINE

- Use your FBMC open enrollment username and password to log on to the FBMC home page at JacksonBenefits.org
- Your dependent's name, date of birth, valid Social Security number and relationship for medical, dental, and/or vision coverage must be provided
- To reset log in contact FBMC Tech Support at TechSupport@FBMC.com.

IN-PERSON BENEFITS COUNSELING

Schedule your appointment with a Benefits Counselor at select locations at jacksonbenefits.org

TELEPHONIC ENROLLMENT

Schedule your appointment with a Call Center Benefits Counselor at jacksonbenefits.org. Select "Call Center" as the location and a Benefits Counselor will call you at your scheduled time.

VIRTUAL ENROLLMENT SESSION (VES)

Similar to a one-on-one meeting, employees can schedule an appointment to participate in a face-to-face Virtual Enrollment Session (VES). At the time of appointment, our highly trained Benefit Counselors will make an outbound call to the employee at the appointed time and provide a link to join a Virtual Enrollment Session.



SCAN ME

ADDITIONAL VOLUNTARY BENEFITS INFORMATION ON OTHER SIDE.

Be Mindful

- **Medical Premium Increase of 5%** for all plans with the exception of the Jackson First HMO
- **Healthcare Flexible Spending Account** Annual contribution maximum increased to \$3,200
- **Menopause Program Femmar**, a new Menopause program available
Femmar's Menopause Program empowers women to learn about and manage their symptoms using the latest scientific, psychological, and medical research
- **The Ultra Human Smart Ring** is a wearable fitness device designed to monitor various health metrics such as heart rate, body temperature, sleep quality, and activity levels

529 college Savings Plan

- We're excited to offer a new opportunity to help you save for education expenses through a 529 plan. A 529 plan is a tax-advantaged savings plan designed to encourage saving for future education costs. We're offering this option through payroll deduction, which would allow you to automatically contribute a portion of your paycheck to your 529 plan account.

Mindful Reminders

- **Total Rewards Benefit Menu:** Offers full-time employees including non-union company code 300, AFSCME, SEIU nurses and professionals, and GSAF the flexibility and option to forego certain benefits in exchange for a pay supplement in lieu of a specific benefit with a maximum value of up to 20% of base salary.
- **Tava's** network of therapist are available via Jackson Health's Medical plans, giving you options to secure unlimited and accessible mental health care.
- **Jackson First Rider** - for dependents of Employees enrolled under Jackson First, who may reside outside of the tri-county area (Miami-Dade, Broward and Palm Beach) need to complete an "Away from Home" form available on JacksonBenefits.org
- An Over Age Dependent* Affidavit is **required yearly for dependents between the ages of 26-30 covered under the Medical Plans.**
- Dependent Verification Documents are required for any **newly** added dependent.

CONTACT Hr-Benefits@jhs-miami.org for more details for both menopause and human smart ring

Jackson Health System (JHS) Newsletter (continued)

Aflac Group Accident Insurance (NEW!)

Aflac® - Aflac group accident insurance helps pay costs that arise from covered accidents such as fractures, dislocations, and lacerations. This plan provides 24-hour coverage, and two plan options are available - High and Low. The High plan includes a \$60 Wellness Benefit, and the low plan includes a \$30 Wellness Benefit for the covered employee, spouse, and dependent child(ren), payable once per calendar year per insured.

Aflac Group Critical Illness Insurance (New!)

Aflac® - Employees may be responsible for paying more of the costs associated with a critical illness. Aflac is designed to help families plan for the health care bumps ahead and take some of the uncertainty and financial insecurity out of getting better. Group Critical Illness Insurance helps pay the expected and unexpected expenses that arise from diagnosis of a covered critical illness such as cancer (internal or invasive), heart attack, stroke, end-stage renal failure or a major organ transplant. This plan includes a \$50 Health Screening Benefit for the covered employee, spouse, and dependent child(ren), payable once per calendar year per insured.

Aflac Group Hospital Insurance (NEW!)

Aflac® - When you're confined to the hospital for an accident or illness, the medical costs can quickly escalate. Aflac group hospital indemnity insurance helps pay the costs associated with a covered hospital stay, including benefits such as hospital confinement, hospital admission, and hospital intensive care. Three plan options are available - High, Mid and Low. Each option provides a \$50 Health Screening Benefit for the covered employee, spouse, and dependent children, payable once per calendar year per insured.

TRUSTMARK UNIVERSAL LIFE/EVENTS INSURANCE®

TRUSTMARK INSURANCE COMPANY - Universal Life/Events provides a higher death benefit during your working years, when your needs and responsibilities are the greatest¹. You can choose a benefit amount that provides the right protection for you. Universal Life/Events insurance can mean those left behind can still pursue their own dreams, and help ensure that the ending of one story won't stop the beginning of another. Universal Life/Events with Long Term Care provides 25 months of benefits for licensed home healthcare, assisted living, adult day care and nursing home care, restores the benefit paid out by LTC and benefits are paid directly to the policyholder enabling choices in care. Family coverage is also available for employees, spouses, children and grandchildren.

Whole Life Insurance with Long Term Care (LTC)

UNUM - With Unum's Whole Life Insurance, you can give your family the added financial protection they may need in the event something unexpected happens.

All employees have the opportunity to enroll on a guaranteed issue basis during this enrollment period with an amount purchased up to \$30 per week to a maximum of \$300,000.

A Long Term Care (LTC) Rider is available to employees and spouses ages 15 to 70 with face amounts of \$10,000 or more. This rider provides a LTC facility, nursing home care or assisted living facility maximum monthly benefit that is the lesser of 6% of death benefit, less any policy debt at the end of the waiting period, or \$3,000.

This rider also provides a monthly benefit for home health or adult day care that is the lesser of 4% of the death benefit, less any policy debt at the end of the waiting period; your actual monthly expenses; or \$1,500.

¹Universal Life/Events death benefit reduces to 1/3 at age 70 or the beginning of the 15th policy year, whichever occurs last. Issue age is 18 to 64. Death benefit for issue ages 65+ won't reduce.

Trustmark® and LifeEvents® are registered trademarks of Trustmark Insurance Company. Products are underwritten by Trustmark Insurance Company.

*Continental American Insurance Company (CAIC), a proud member of the Aflac family of insurers, is a wholly-owned subsidiary of Aflac Incorporated and underwrites group coverage. CAIC is not licensed to solicit business in New York, Guam, Puerto Rico, or the Virgin Islands; Columbia, South Carolina. This is a brief

description of coverage and is not a contract. Read your certificate carefully for exact terms and conditions. Benefits, terms, and conditions may vary by state. AGC210144761 EXP 9/25

Term Life Insurance with Long Term Care (LTC)

COMBINED INSURANCE COMPANY OF AMERICA, A CHUBB COMPANY - You work hard to provide a good life for your family. However, what if something happens to you? If they need you, you need a champion to defend and protect your family. Here's how Lifetime Benefit Term can be your family's champion:

LifeTime Benefit Term provides cash benefits that can be used any way you choose, including to pay for rent or mortgage, college education, retirement, household expenses, long-term care, child care, family debt or burial.

If you become chronically ill, your LifeTime Benefit Term coverage will pay you 4% of your death benefit each month you receive long-term care. You can use this money any way you choose, and during that time your life insurance premiums will be waived. You can receive 50% of your death benefit immediately, up to \$100,000, if you are diagnosed as terminally ill. ^{*}This is a brief description of the coverage available.

Please see the Benefits Guide online at jhs.fbmcbenefits.com for additional details of coverage, exclusions, and limitations

Legal Insurance

ARAG® - Legal troubles can happen to anyone. We've all been there - you get caught speeding, a contractor ghosts you mid-remodel or true love doesn't work out. And when trouble happens, ARAG legal insurance protects. For as low as \$6.20 bi-weekly, you'll receive legal advice and representation that is 100% paid in full for most covered legal matters when you work with an experienced ARAG network attorney. Choose between two plans to get the coverage that best fits the needs of you and your family. UltimateAdvisor® covers most common personal legal issues. UltimateAdvisor Plus™ includes more robust coverage plus additional services. Limitations and exclusions apply.

ConstantCredit

Constant Credit monitors your credit report for any changes that may indicate suspicious activity or possible fraud. With Constant Credit, you can be more aware of your credit health by receiving alerts when changes are reported, receive information on your credit score, and have access to tools that allow you to keep track of how current and future activities could affect your credit score.

ID Commander

With ID Commander's 360-degree approach to Identity Theft Protection - protection, detection, restoration - you can have the most complete identity protection coverage available, including \$1 Million in Insurance Coverage. ID Commander, a leader in proactive identity theft protection, uses a variety of industry leading tools to help protect you from the growing crime of identity theft.

Pet Assure, PetPlus, & Wishbone

Pet Assure is a post-tax employee benefit program that enables members to receive discounts on all medical services provided by network veterinarians. You will save hundreds on medical care and products for your pet for only \$7.61 bi-weekly. Pet Assure is the nation's oldest and largest veterinary discount plan and has been saving pet caretakers money on pet expenses since 1995. With PetPlus, members get wholesale pricing on prescriptions, preventatives, food and other pet-related products, which are almost never covered by insurance.

Enroll in pet health insurance from **Wishbone** and receive 90% reimbursement on your pet's veterinary care. With a low deductible of \$250, protecting your pet's health and your finances has never been easier. Coverage would include accident, illness and cruciate ligament event. Additionally, you would have the option to add the CARE package that would include all routine care services. The policy would be dependent on the type of pet, as well as age and gender.

For more information on the voluntary benefits, review the Benefits Guide or schedule your appointment with a Benefits Counselor at JacksonBenefits.org

FBMC Benefits Management, Inc.
Service Center: 855-56JHS4U (855-565-4748)
myFBMC.com

FBMC
BENEFITS MANAGEMENT
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Duval County Public Schools Newsletter



2025 OPEN ENROLLMENT EMPLOYEE BENEFITS

2025 IMPORTANT PLAN UPDATES & CHANGES

TAKE THE TIME TO REVIEW YOUR CURRENT BENEFITS BEFORE OPEN ENROLLMENT. KNOW BEFORE YOU ENROLL! VISIT [MYFBMC.COM](https://myfbmc.com) TO VIEW YOUR BENEFITS.

Medical Updates for Open Enrollment 2025!

This year marks significant changes in our medical plans for the upcoming year. Florida Blue now offers three medical plan choices: a Low HMO, a High HMO, and a PPO plan. Please note this year's Open Enrollment is **mandatory**. This means you are required to enroll in your benefits, especially medical coverage. Failure to select a medical plan will result in an automatic enrollment. For all HMO plans, you must choose a primary care physician during the enrollment process.

Open Enrollment is your annual opportunity to make changes to your benefits, such as changing or opting out of health plans, changing your contribution to your medical or dependent care flexible spending account, or making changes to dental, vision, or voluntary insurance selections. Your changes become effective January 1, 2025. After Open Enrollment ends, the next opportunity to make changes will be during the 2026 Open Enrollment period, except for changes due to certain qualifying events, such as marriage, divorce, and the birth of a child.

TELADOC

NEW for 2025! TelaDoc health provides healthcare wherever you are, day or night. You will have easy access to providers by phone or video, 24/7. Feel better when you need to for only \$10 per visit.

For more details visit: [DCPS.FBMCbenefits.com](https://dcps.fbmcbenefits.com)

FSA

The new Flexible Spending Account yearly maximum is \$3,200. The Dependent Care yearly maximum remains \$5,000.

NEW HIRES

For any new hires (hired during the remainder of 2024) you will be required to enroll in the current HMO plan; however, you will have the option to switch to one of the new medical plans during Open Enrollment. New for 2025, the 5-year HMO Enrollment rule will be eliminated.

OPEN ENROLLMENT FAIR

JOIN US TO COMPLETE YOUR ENROLLMENT ON 9/28 OR 10/5 AT THE SCHULTZ CENTER!

You will be able to:

- Make changes to existing voluntary benefits or enroll in new voluntary benefits.
- Enroll in family medical coverage through the Dual Spouse Program.
- Add new dependents to your existing coverage (dependent verification documents will be required).
- Opt out of medical coverage.

BENEFITS CARRIERS WILL BE AVAILABLE AT EACH FAIR TO ANSWER QUESTIONS:

Florida Blue, Delta Dental, Davis Vision (by MetLife), and The Standard.

ENROLLMENT STARTS

9/16/24

ENROLLMENT ENDS

10/18/24

4 WAYS TO ENROLL

ENROLLMENT FAIR

9/28 and 10/5 at the Schultz Center, schedule an appointment to meet with a Benefits Counselor by visiting the link below:

3mpwr-enroll.com/duval-oe

ONSITE

To schedule an onsite appointment with a Benefits Counselor at select locations, visit:

3mpwr-enroll.com/duval-oe

SELF-ENROLL

Log in to: www.myfbmc.com and follow the steps.

BY PHONE

To schedule a call with a Benefits Counselor, call (888) 661-FBMC -or- select "Call Center" as the location appointment at:

3mpwr-enroll.com/duval-oe

Scan the QR code to see the new medical plan premium.



Still have questions?

VISIT THE MICROSITE NEWS PAGE

- 1) Open your "Camera" App
- 2) Point your Camera at the Code
- 3) Tap the Link that appears - or - visit: <https://dcps.fbmcbenefits.com/#news>

SEE THE REVERSE SIDE FOR...

- Medical Plan Comparison Chart
- NEW Teladoc Services

Duval County Public Schools Newsletter (continued)

WHAT IS AN HMO PLAN?

An HMO plan provides the freedom to choose an in-network service provider; however, a primary care provider must be selected at the time of plan enrollment. Many providers are already in-network, and no referrals are required to visit a specialist.

Visit www.floridablue.com and select "BlueCare Network" to see if your current provider is in-network or for a list of providers should you need to choose one.

Deductibles, coinsurance, and copayments count toward your out-of-pocket maximums. If you are traveling out-of-state or have a child who is in college out of the state of Florida, learn more about the Away from Home Program to see if you or your child may be eligible to participate in this program to receive HMO coverage outside the state of Florida while away from home.



Low HMO		High HMO		PPO	
In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network

CYD - Calendar Year Deductible (Includes CYD, Copays, Coinsurance)

(Single/Family)	\$5,000/\$10,000	Not Covered	\$1,500/\$4,500	Not Covered	\$1,500/\$4,500	\$3,000/\$9,000
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Coinsurance

(Single/Family)	70% / 30%	Not Covered	80% / 20%	Not Covered	80% / 20%	60% / 40%
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Out-of-Pocket Maximum (OOP)

(Single/Family)	\$9,200/\$18,400	Not Covered	\$9,200/\$18,000	Not Covered	\$9,200/\$18,000	\$18,400/\$36,000
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Hospital

Inpatient	DED + 30%	Not Covered	DED + 20%	Not Covered	DED + 20%	DED + 40%
Outpatient Hospital Facility	DED + 30%	Not Covered	DED + 20%	Not Covered	DED + 20%	DED + 40%
Emergency Room	\$500 copay	\$500 copay	\$500 copay	\$500 copay	\$500 copay	\$500 copay
Urgent Care Center	\$100 copay	Not Covered	\$60 copay	Not Covered	\$60 copay	DED + \$60 copay

Ancillary

Ambulatory Surgical Center Facility	DED + 30%	Not Covered	DED + 20%	Not Covered	DED + 20%	DED + 40%
Independent Clinical Lab(Quest Diagnostic is the Participating Clinical Lab)	\$0 copay	Not Covered	\$0 copay	Not Covered	\$0 copay	DED + 40%
Independent Diagnostic Testing Facility (X-Ray/Imaging)	\$60 copay	Not Covered	\$50 copay	Not Covered	\$50 copay	DED + 40%
Mammograms	\$0	Not Covered	\$0	Not Covered	\$0	\$0
Preventive Services	\$0	Not Covered	\$0	Not Covered	\$0	40%

Physicians

Office Services (Physician)	\$45	Not Covered	\$35	Not Covered	\$35	DED + 40%
Office Services(Specialist)	\$60	Not Covered	\$50	Not Covered	\$50	DED + 40%
Teladoc	\$10	N/A	\$10	N/A	\$10	N/A

Rx Drugs - Retail and Mail Order** (Out-of-Network Not Covered)

Generic Drugs	\$10	\$10	\$10
Preferred Brand Drugs	\$60	\$60	\$60
Non-Preferred Drugs	\$100	\$100	\$100
Specialty Injectables	\$150	\$150	\$150

NOTE: Current employees enrolled in one of the PPO plans or the HMO plan are eligible to switch to any of the new medical plans during Open Enrollment. **Referral not needed for HMO plan.** This plan is comparative to an open access plan. Visit website and select "BlueCare" network to see if your provider is in-network.

** If a Brand drug is prescribed without any Provider dispensing instructions, an equivalent Generic drug will be dispensed, unless the Member chooses the brand drug. If the brand drug is dispensed, the Member will pay the difference in the cost of the brand and generic drug. The cost difference between the generic and brand-name medication will not apply toward your deductible and/or out-of-pocket maximums.

*** Away From Home option where Low HMO and High HMO Plan is available. Must enroll to benefit from this program.

1. CVS is still out of network. You can use another in-network pharmacy such as Walgreens, Publix, Walmart, Winn Dixie etc.
2. National Drug Code Exclusion- Removes certain medications with alternative.



FBMC Benefits Management, Inc.
PO Box 1878 - Tallahassee, Florida 32302-1878
FBMC Service Center: 1-855-581-0095 (1-855-555-3277)
www.myfbmc.com

Duval_Newsletter_1-P225-Duval Newsletter v2 || Rev August 1, 2024 10:55 AM

Femwell Open Enrollment Flyer



Femwell

OPEN ENROLLMENT
11/12 - 11/26

How to Enroll:



Step 1:

All full-time, benefit-eligible employees are required to meet with a 3MPWR benefits counselor to make their benefit elections. This includes anyone planning to maintain or make changes to existing coverage, enroll in other benefits, or waive benefits. **Previous elections will not automatically roll over to the next plan year.**



Step 2:

Scan the QR code or visit go-enroll.com/femwell-oe to schedule your appointment with a Benefits Counselor.



Step 3:

During your meeting with the Benefit Counselor, you will review your current coverage, dependent information and make your elections for the 2025 plan year.

Benefit Counselors will ensure the employee information is captured and correct for the upcoming plan year that begins on January 1, 2025.

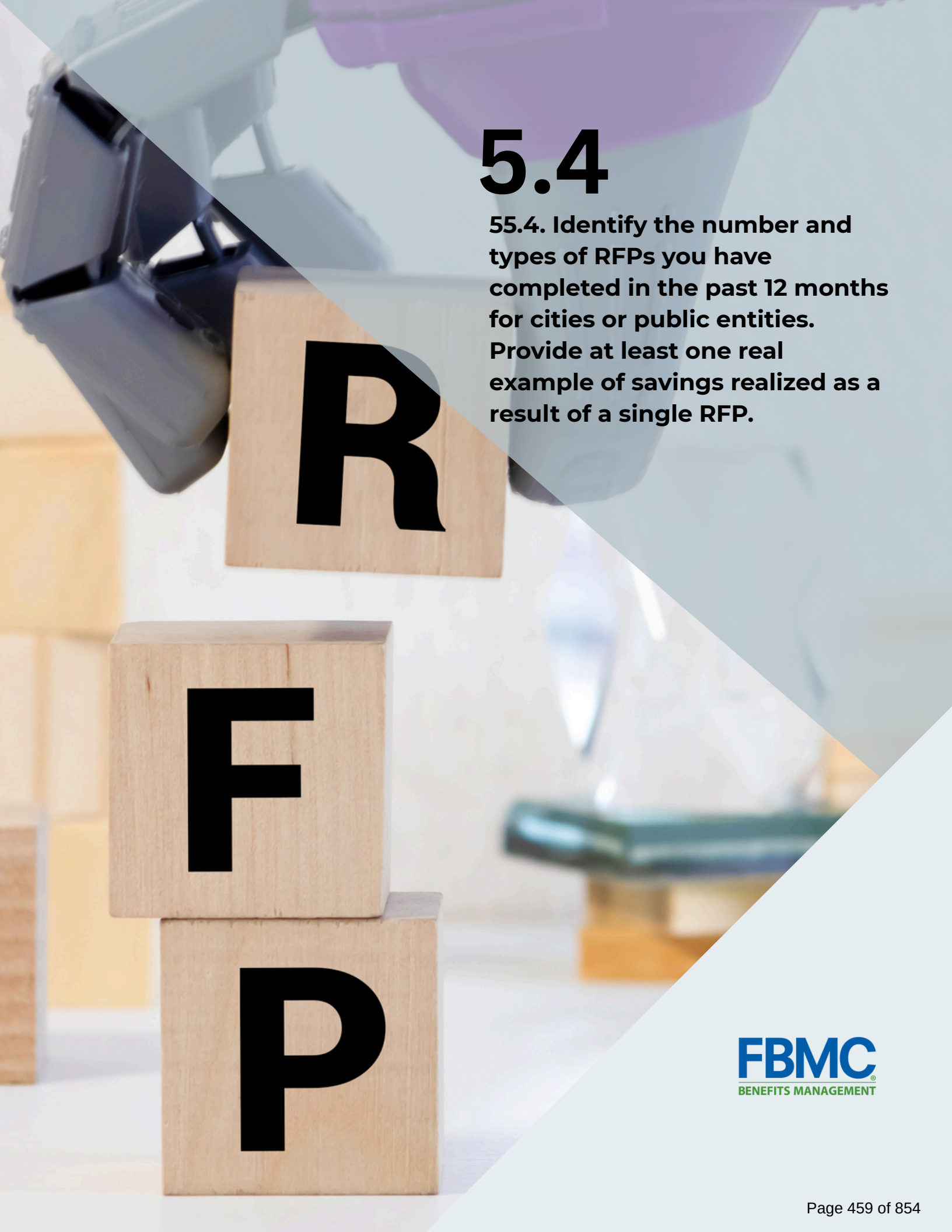
SCHEDULE YOUR APPOINTMENT NOW!

🖥️ <https://go-enroll.com/femwell-oe/>

📞 844-63-3MPWR (6797)



📱 SCAN ME



5.4

55.4. Identify the number and types of RFPs you have completed in the past 12 months for cities or public entities. Provide at least one real example of savings realized as a result of a single RFP.

5.4. Identify the number and types of RFPs you have completed in the past 12 months for cities or public entities. Provide at least one real example of savings realized as a result of a single RFP.

In the last 12 months, FBMC submitted 12 RFPs to public entities, including: cities, counties, and school districts, and hospitals.

One real example of savings realized because of a single RFP was during our former contract with City of Edinburg.

As a former client of FBMC, the City of Edinburg realized approximately \$40k in savings during FBMC's negotiations with UHC during our contract period at the time. At the time, City of Edinburg received a significant medical renewal increase. Upon further analysis, FBMC discovered that the City's claim experience was actually quite favorable and did not warrant the renewal increase received.

After significant negotiations with UHC, FBMC was able to retain the renewal at a rate pass (i.e. no increase to the existing rates). This resulted in approximately \$40-\$50k in savings for the City.

A background image showing several hands giving thumbs up, with a diagonal split between a light blue and a light green color scheme.

5.5

5.5. Identify three (3) of your most significant accomplishments on behalf of a municipal organization or similar city in Texas. For each accomplishment, please include a client or former client's name and telephone number who can confirm each claim.

5.5. Identify three (3) of your most significant accomplishments on behalf of a municipal organization or similar city in Texas. For each accomplishment, please include a client or former client's name and telephone number who can confirm each claim.

City of Elsa

c/o: Edith Acua – Human Resources Director

eacua@cityofelsa.net

956-262-2120 Work

Prior client from 1/1/18 – 12/31/2021

Significant Accomplishments:

1. Developed a benefit education strategy communicate and educate employees better than what was being performed by their prior Broker. This included coordinating and performing mandatory benefit meetings, providing benefit education materials, face to face enrollment with benefit counselors, and creating ease of access to benefit information for employees.
2. Provided Stewardship reporting to the City for the first time. Careful planning and ongoing evaluation of plan characteristics were performed by FBMC to ensure that a comprehensive benefit package was offered to City employees.
3. Provided a **12% premium decrease** to medical rates and an **additional 3%** medical rate reduction by moving dental and vision to the medical carrier. This yielded a 16% savings to the City. FBMC also negotiated a **\$20k premium transition credit** from the new medical carrier which was credited to the billing statement with 60 days.

Longview ISD

c/o: Trisha Broughton – Benefit Specialist

tbroughton@lisd.org

903-446-2455 Work

Current client from 6/1/2018 – Present

Significant Accomplishments:

1. Marketing Accomplishments
 - a. 2018
 - i. Enriched LISD's existing benefit offerings with no rate increases – value adds were included at no charge: Will Preparation
 - ii. Negotiated all benefit lines to have a 3-4 year rate guarantee period
 - b. 2019
 - i. Value Adds were included at no charge: Employee Assistance Program and Global Travel Assistance

- ii. Recommended adding a Medical Transport benefit line, which was accepted
 - iii. Negotiated a **15% rate increase on Employer Paid Life and AD&D, down to a decrease savings the client \$6,089.83 annually.** We enhanced 5 options of that benefit line.
 - iv. Negotiated Vol Life and AD&D and enhanced 5 options of that benefit line with no rate increase
 - v. Negotiated STD/LTD and enhanced 4 options of that benefit line with no rate increase
- c. 2020
 - i. Added a Telemedicine benefit line for employees and their family members to utilize. \$0 Consultation Fee and Unlimited visits. This helped fill a gap for employees that could not afford the medical insurance being offered.
 - ii. All other benefit lines were in a rate guarantee
- d. 2021
 - i. Renewed AS IS after COVID-19
- e. 2022
 - i. Negotiated a **18.58% rate decrease** on Dental and Vision and enhanced benefits on both plans.
 - ii. Replaced Life, Accident, Hospital Indemnity, Critical Illness with a different carrier and enhanced all benefit lines with no rate increase
- f. 2023
 - i. Value Adds were included at no charge: Roadside Assistance
 - ii. Added Legal, Identity Theft, standalone Cancer plan, and moved the FSA/HSA/COBRA administration to our preferred vendor
 - iii. Added a genomic testing benefit line that provides heredity screening for cancer, cardiovascular disease, and additional conditions. Also includes a family follow-up testing program with a positive result, dedicated cancer support specialist, on-site nurse advocate, expert pathology review, clinical trial explorer, and financial navigation
- g. 2024
 - i. Replaced Individual Life with a Lifetime Benefit Term Life which includes a Long-Term Care rider and a white glove service administration team.
- 2. Implemented a standalone Wellness plan and it has performed with much success.
- 3. Negotiated adding an Employee Assistance Plan for all benefits eligible employees and their families to use, at no charge to the client. This is a work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. This plan addresses a broad and complex body of issues affecting mental and emotional well-being, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders. EAP counselors also work in a consultative role with managers and supervisors to address employee and organizational challenges and needs. EAPs are

active in helping organizations prevent and cope with workplace violence, trauma, and other emergency response situations.

4. We assist in coordinating LISD's Benefit Fairs for employees and their spouses to attend. They did not previously have this event in place.
5. 2020 - Provided LISD with an award-winning online employee benefits site for staff to access year-round. FBMC was awarded the prestigious APEX Award of Excellence for the development of LISD's Benefits Microsite. The APEX awards host an annual competition for businesses, nonprofits, agency, and freelance communicators to enter for their best writing, publications, campaigns, programs, design, and media.



6. Implemented a Benefit Service Center for employees to contact, instead of the Business Office, with enrollment and benefit questions. This is available to all employees on a year-round basis.

Waller ISD

c/o: Audrey Ambridge – Chief Financial Officer

aambridge@wallerisd.net

936-931-3685

Current client from 11/12/22 – Present

Significant Accomplishments:

1. Marketing Accomplishments

a. 2023

- i. Analyzed their existing benefit package for identified gaps in coverage which led to implementing new products - genomic testing, legal services, identity theft, and telemedicine.
- ii. Replaced dental and **decreased rates by 16%, a savings to the employee of \$90,003.61 annually.**
- iii. Replaced vision and **decreased rates by 3%, a savings to the employee of \$3,290.16 annually.**
- iv. Negotiated adding an Employee Assistance Plan for all benefits eligible employees and their families to use, **at no charge to the client.** This is a work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. This plan addresses a broad and complex body of issues affecting mental and emotional well-being, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders. EAP counselors also work in a consultative role with managers and supervisors to address

employee and organizational challenges and needs. EAPs are active in helping organizations prevent and cope with workplace violence, trauma, and other emergency response situations.

- b. 2024 – Everything in a Rate Guarantee
- c. 2025
 - i. Replaced cancer plan and **decreased rates on High plan by 15%, a savings to the employee of \$7,145.00, and decreased rates on Low plan by 9%, a savings to the employee of 3,413.00. Total Savings \$10,558.00 annually.**
 - ii. Will be a new communication piece, a Carrier Contact Wallet Card for employees to put in their wallets.
- 2. Updated employee benefits communication and education strategy to include both English and Spanish: Benefit guide, Open Enrollment announcement flyers, New Hire Open Enrollment announcement flyer, online employee benefits site, email drip campaign, and text campaign.
- 3. Implemented a Benefit Service Center for employees to contact, instead of the Business Office, with enrollment and benefit questions. This is available to all employees on a year-round basis.

5.6

5.6. What are the steps or due diligence steps you generally adopt before recommending a vendor to your client as a benefit provider?

5.6. What are the steps or due diligence steps you generally adopt before recommending a vendor to your client as a benefit provider.

At FBMC, recommending a benefits vendor is a responsibility we approach thorough due diligence, objectivity, and a focus on long-term client value. Our process ensures that any vendor recommended to the City of Edinburg aligns with your organizational goals, employee needs, budget, and compliance requirements.

FBMC's Vendor Recommendation Process:

1. **Needs Assessment & Goal Alignment**

We begin by understanding the client's current benefits landscape, workforce demographics, pain points, and strategic goals. This allows us to tailor the vendor search based on what matters most to the City—whether that's cost savings, expanded services, improved member experience, or compliance enhancements.

2. **Market Analysis & Vendor Pre-Screening**

FBMC conducts a comprehensive market review to identify reputable, financially stable vendors with a proven track record in the public sector. We assess each vendor's:

- Product offerings and plan design flexibility
- Technology capabilities and integration options
- Customer service structure and member support
- Financial strength and references from similar clients

3. **Request for Proposal (RFP) Development & Management**

We often coordinate and manage the RFP process on behalf of our clients. This includes:

- Drafting and distributing the RFP
- Managing Q&A and proposal collection
- Conducting initial scoring and proposal analysis
- Comparing costs, networks, service levels, and value-added services

4. **Comprehensive Evaluation & Scoring**

FBMC uses a weighted scoring model to evaluate vendors across key categories such as:

- Cost competitiveness
- Implementation and account management approach
- Claims administration and service guarantees
- Member engagement tools and reporting capabilities
- Compliance support and responsiveness

5. **Client Collaboration & Final Recommendation**

We present our findings and facilitate side-by-side comparisons in a format that empowers decision-making. Our team offers unbiased recommendations and supports the client in contract negotiations, final selection, and implementation planning.

Why This Matters for the City of Edinburg

This due diligence ensures that any vendor we recommend is not only best-in-class but also a strategic fit for the City's culture, goals, and operational needs. Our vendor evaluations go

beyond price—we look at long-term value, performance, and reliability. (See attachments for more about our Strategic Planning Approach)

OUR STRATEGIC PLANNING APPROACH

Our proposal to handle each complex implementation is tailored to the needs of our clients. At minimum, FBMC utilizes the following strategies during the initial meeting, discovery, testing and implementation.

During initial strategic planning:

- Gather inputs and feedback from subject matter experts, stakeholder and key decision makers from FBMC and you and your administration to ensure success;
- Provide our Account Management Team as the key day-to-day contacts to your administrative personnel;
- Identify team members to perform testing of all programs and services before they are released in production.

During discovery:

- Define discovery scope
- Set calendar agenda in collaboration with stakeholders
- Gather information on current workflow processes, business rules and third-party vendor integration
- Identify key challenges/business problems
- Review the entire implementation process steps, dates, tasks, and responsibilities.

During the implementation:

- Review the entire implementation process steps, dates, tasks, and responsibilities.
- Initial plan analysis / confirmation of plan design / changes / future enhancements:
 - Detailed review status of current plan designs
 - Create and review plan documents
 - Discuss compliance concerns, monitoring, reports
 - Discussion of benefit wants/needs and industry trends
 - Creation and submission of benefit RFP
 - Review and selection of updated benefit package

Coordinate data management systems:

- Collect system interface requirements
- Collect data requirements, including eligibility, current benefits, and testing data
- Develop processing cycle and production schedule
- Arrange banking to include funding, timing and reconciliation
- Confirm standard reports to be provided including timing, format and configuration
- Configure participant statements
- Define claim procedures, adjudication, and reimbursements
- Collect change in status and appeals procedures
- Conduct customer care/plan administrator training
- Develop Electronic Data Interchange (EDI) configuration



MARKET RESOURCES



We deliver the resources and strategic expertise to assist in the management of current and future employee benefits. FBMC’s Market Resource team, in collaboration with your assigned service team, manage the solicitation specifications for products and manage the process for competitive procurement. This may involve direct negotiation or issuing RFPs/RFQs.

As Carrier responses to RFPs/RFQs are received, they are tabulated via spreadsheet and evaluated based upon a comprehensive set of criteria, including:

- Financial stability and soundness + long term commitment (evidenced by length of rate guarantees)
- Reasonableness of premium rates
- Benefit plan design
- Network access (if, applicable)
- Claims experience/issues
- Service guarantees
- Availability and consistency of customer service and
- Back office support: Recommendations are provided, and you make the final decision on carriers

Throughout the contract cycle with each carrier, FBMC’s Market Resources Team will oversee the relationship on behalf of the District.

RENEWAL NEGOTIATIONS

Strategic planning is conducted annually to establish goals and identify areas of concern well in advance of the renewal process. This helps clients to be prepared for budget discussions and allows time for a strategic enrollment communication strategy based on upcoming plan design and rate modifications.

This process begins with an annual stewardship meeting, which allows your team to review goals and objectives prior to the renewal process. The following is an overview of our typical renewal approach. However, we feel that the renewal process never truly stops, and we *partner with our clients throughout the year, reviewing and exploring unique solutions.*

Pre-renewal Planning:

Pre-Renewal Planning: FBMC provides a renewal estimate monthly and at the outset of the renewal planning process. This provides you with a reasonable estimate of the initial renewal to create a starting point for proactively budgeting for the next plan year. The information contained in our benchmarking and claims utilization analysis reports are used in conjunction with the renewal estimate for proactive strategic renewal planning with regard to plan design, funding methodology, and premium cost sharing.

We meet with underwriting to discuss our analysis of the claims experience and our expectations for the renewal in advance of the renewal delivery. Any concerns are also addressed. This provides us with the most advantageous renewal position and can often alleviate the need for a full market bid.

Strategy & Cost Renewal

We use underwriting principles to forecast expected claims costs for the renewal plan year. The claims forecast will consider current and renewal plan designs, as well as any expected cost variations due to changes in demographics, networks, carrier changes, etc. The expected claims cost is then added to the renewal fixed costs to forecast the total expected plan cost for the renewal plan year.

Alternatives are modeled with plan design and/or contribution changes in alignment with client budget goals. The consultant will provide context to how these alternatives fit within the strategic plan's objectives. If multiple plans are offered, we develop premium contributions based on actuarial plan relativities so that the contributions are financially sound individually and in tandem. Equivalent premium rates are also based on the appropriate actuarial plan relativities to ensure financial soundness and proper COBRA rates. Risk tolerance, financial and cultural considerations are taken when calculating equivalent premium rates.

Renewal Negotiation

When appropriate, we create a request for proposal and market the coverages to all appropriate carriers and/or administrators. FBMC defines the desired plan coverage and benefits features, the administrative organization of each plan, and solicits proposals from appropriate administrative and insurance providers.

During the RFP, we continuously and vigorously negotiate with not only the incumbent carrier, but all bidding carriers throughout the process. We use all competitive information to maximize our leverage to secure the best possible final renewal position.



Final Negotiation & Selection of New Vendors:

FBMC reviews and analyzes the proposals and scores the respondents against your criteria. We then conduct initial negotiations with service and insurance providers and determine the finalist pool based on the vendor's ability to meet your overall requirements.

FBMC then presents our finalist recommendations to you. Based upon this selection, we conduct a more detailed network analysis to include full Current Procedural Terminology (CPT) code re-pricing reports and provider disruption reports. FBMC also organizes and facilitates finalist presentations, if necessary.

Once decisions are made, FBMC notifies vendors of the final contract selection. For all new vendors, FBMC facilitates all master paperwork and administrative agreements. We finalize plan documents and develop and distribute enrollment and materials. FBMC implements the benefit programs selected, to include leading all necessary educational meetings and developing all custom materials.



REQUIRED FORMS



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

NOT APPLICABLE

TO FBMC BENEFITS

MANAGEMENT, INC.

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

- (a) A local government officer shall file a conflict of interest 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.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

4/15/2025

Company/Vendor Name:

FBMC Benefits Management, Inc.

Printed Name and Title:

Patrick Flemming, Esq. CEBS, Chief Regulatory Officer

DocuSigned by:
Authorized Signatory:


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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: FBMC Benefits Management, Inc.
(Full, correct legal name)
- Address: 3101 Sessions Road, Suite 200 Tallahassee, FL 32303

 - Telephone/Fax: 850-425-6200
 - Email address: pflemming@fbmc.com
2. 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 X
3. Is your Company authorized and/or licensed to do business in Texas? Yes X No____
4. Where is the Company's corporate headquarters located? Tallahassee, FL
5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No X
- 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. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
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. _____

7. Indicate person whom The CITY may contact concerning your submittal.
- Name: Patrick Flemming, Esq. CEBS
- Address: 3101 Sessions Road, Suite 200 Tallahassee, FL 32303
- Telephone: 850-425-6200
- Fax: 850-425-6220
- Email: pflemming@fbmc.com
8. 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. _____

9. 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. _____

10. Provide any other names under which your business has operated within the last 10 years.

3MPWR Enrollment Solutions

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

- 1 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.

CITY OF EDINBURG, TEXAS

REQUEST FOR PROPOSAL
2025-005
INSURANCE BENEFIT CONSULTANT

FBMC Benefits Management, Inc. – Supplemental Response

Litigation Disclosure Form

- 1.1. 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?

ANSWER: Yes.

FBMC Benefits Management, Inc. had the privilege of servicing the City of Edinburg, Texas for a brief period of time in the year 2017, from June 1, 2017 through January 30, 2018. At that time, FBMC's lead servicing agent was Mr. Gilberto Gonzalez, but Mr. Gonzalez and FBMC parted ways many years ago. Our new Texas sales and service team has continued to improve its capabilities and stands ready and able to provide valuable services to the City of Edinburg at this time.

History:

On February 9, 2017, the City of Edinburg's City Council assigned Mr. Gilberto Gonzalez of FBMC Benefits Management, Inc. (who is now a former employee), as the City's Health Insurance Agent of Record for Employee Health and Voluntary Insurance effective June 1, 2017.

At the January 30, 2018, City Council Special Meeting, the City Council approved an Agenda Item to terminate the Agent of Record for Mr. Gonzalez and FBMC, following this staff recommendation:

"On January 16, 2018, in order to assess and determine the most cost-effective and optimum employee health care and voluntary insurance benefits, City Council authorized city staff to request proposals for Insurance Benefits Consultant Services."

Following receipt of the notice of termination, FBMC acknowledged the City's decision and wished the City well, issuing the attached letter recapping FBMC's contributions to the City in the short time we serviced the account.

February 1, 2018

The City of Edinburg
Attn: City Councilmembers
415 W. University Drive
Edinburg, TX 78541

Dear Honorable Mayor Richard Molina and Councilmembers:

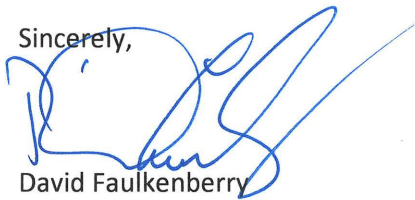
We were disappointed to learn of the Edinburg City Council's decision to discontinue FBMC Benefits Management Inc.'s Agent of Record for the City of Edinburg (City). It has been a pleasure working with the City and its employees, and we wish everyone the best.

We are proud of our accomplishments with the City, including negotiating significant savings on their healthcare and related benefits, while improving the quality and coverage from these benefits. Specifically, we were able to renegotiate lower premiums for the City's medical plan, counteracting a rising healthcare trend that almost every employer faces; we modernized the City's online enrollment platform; we created industry leading communications displaying the value of the City's benefits; and we recommended changing the Humana voluntary benefits as we felt there were better options available. These recommendations brought significant value to the City and its employees.

As directed by the Council's decision, effective January 30, 2018, we have ceased providing the services that were part of the Agent of Record responsibilities. Those services include, but are not limited to, negotiating medical, group, and voluntary benefits; providing the web enrollment platform (Selerix); managing benefits administration, reconciliation and electronic file data interchanges; creating communications; and providing employee benefits customer service.

We have enjoyed working with the City and its employees and wish everyone continued success. If we can ever be of assistance, we stand ready to help in any way possible.

Sincerely,



David Faulkenberry
President, FBMC Benefits Management, Inc.

cc:

Richard M. Hinojosa, City Manager
Sonia Marroquin, Assistant City Manager
Ricardo Gonzalez, City Attorney
Belinda Torres, Director of Human Resources

HOUSE BILL 89 VERIFICATION

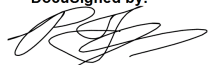
I, Patrick Flemming, Esq. CEBS, the undersigned representative of
FBMC Benefits Management, Inc., (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DocuSigned by:

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SIGNATURE OF COMPANY REPRESENTATIVE:

Patrick Flemming, Esq. CEBS, Chief Regulatory Officer

TYPE/PRINT NAME AND TITLE:

4/15/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Patrick Flemming, Esq. CEBS, the undersigned representative of

FBMC Benefits Management, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) **does not boycott energy companies and;**
- 2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. *"Boycott energy company" has the meaning assigned by Section 809.001; and*

2. *"Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*

DocuSigned by:

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SIGNATURE OF COMPANY REPRESENTATIVE:

Patrick Flemming, Esq. CEBS, Chief Regulatory Officer

TYPE/PRINT NAME AND TITLE:

4/15/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Patrick Flemming, Esq. CEBS, the undersigned representative of
FBMC Benefits Management, Inc., (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

**(1) does not have a practice, policy, guidance, or directive that discriminates
against a firearm entity or firearm trade association; and,**

**(2) will not discriminate during the term of the contract against a firearm entity or
firearmtrade association.**

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a
projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited
partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary,
majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to
make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*

a) *means, with respect to the entity or association, to:*

- i) *refuse to engage in the trade of any goods or services with the entity or
association based solely on its status as a firearm entity or firearm trade
association;*
- ii) *refrain from continuing an existing business relationship with the entity or
association based solely on its status as a firearm entity or firearm trade
association; or*
- iii) *terminate an existing business relationship with the entity or association
based solely on its status as a firearm entity or firearm trade association; and*

b) *does not include:*

- (i) *the established policies of a merchant, retail seller, or platform that restrict
or prohibit the listing or selling of ammunition, firearms, or firearm
accessories; and*
- (ii) *a company's refusal to engage in the trade of any goods or services, decision
to refrain from continuing an existing business relationship, or decision to
terminate an existing business relationship:*
*(aa) to comply with federal, state, or local law, policy, or regulations or a
directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
- 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*
- 6) *"Firearm entity" means:*
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.*
- 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b) has two or more firearm entities as members; and*
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*

DocuSigned by:

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SIGNATURE OF COMPANY REPRESENTATIVE:

Patrick Flemming, Esq. CEBS, Chief Regulatory Officer

TYPE/PRINT NAME AND TITLE:

4/15/2025

DATE:



www.FBMC.com



RFP Qualifications & Experience

NEWKIRK & NEWKIRK, INC.

Intro

ESTABLISHMENT

Newkirk & Newkirk, Inc., established in 1992, has been in operation successfully in South Texas since its inception. The firm is a Texas corporation and has one duly authorized officer, Pierre Newkirk, who is also its sole shareholder.

PERSONNEL

Newkirk & Newkirk, Inc. has six full time administrative support workers in the local office, and eight licensed insurance agents including Mr. Newkirk. Newkirk & Newkirk, Inc. is headquartered in the Rio Grande Valley and has ten additional support staff members in our Austin and San Antonio offices that assist with our caseload.

OBJECTIVE

Newkirk & Newkirk, Inc. is committed to support each client's developmental and implementation of their individual financial plans helping them meet their financial objectives. Our firm performs at the highest level of professionalism in all areas of our organization and values clientele relationships by providing dependable and quality resources. Our goal is to meet the client's objective and timeframe and requirements related to the employee benefits.

CLIENTELE

Newkirk & Newkirk, Inc. currently services over 500 group health insurance accounts, over 350 life insurance clients, and over 320 investment clients in a variety of industries (i.e. private business, municipalities, school districts etc).

ACCOMPLISHMENTS

Pierre Newkirk, along with the firm has been awarded VOYA's Top 4 Percent Producer for the last eight years. Mr. Newkirk has been part of the Voya and Jefferson Pilot Million Dollar Round Table for the last ten years. The firm has participated and aided the University of Texas RGV in Edinburg, Texas with gifting and retirement planning for the last ten years alongside one of its board members, Mr. Bill Ellis, a local McAllen attorney, who is board certified in Estate Planning. For the last fifteen years, Newkirk & Newkirk, Inc. has been named Top Producer for AETNA, BlueCross BlueShield, Celtic, Humana Leaders Club, and Valley Baptist in the South Texas Region. Mr. Newkirk has been nominated as a Premier Partner with Jefferson Pilot for all his years in the insurance field.

WWW.NEWKIRKANDNEWKIRK.COM

3101 North Jackson Rd. McAllen, TX 78501 Telephone (956) 664-0200 Fax (956) 664-0203 pierre@newkirkandnewkirk.com

In addition to experience with health insurance carriers, Newkirk & Newkirk, Inc. has also carried for 19 years many ancillary products with numerous companies (i.e. Colonial Heritage, Ameritas, Dearborn National, Humana, BlueCross, AETNA, Block Vision, Avesis, MetLife, UNUM, Lincoln Financial, Prudential, The Standard, Principal, and United Healthcare among others). The firm consistently adds companies as they expand their products and/or become available in the market.

CREDENTIALS

Newkirk & Newkirk, Inc. does not have an affiliation with any carrier. However we have appointments with over 160 companies, to quote, propose and sell their product/benefits, including, but not limited to: Aetna, Blue Cross Blue Shield of Texas, New England Financial, ING, Jefferson Pilot, Lincoln Financial, among others. Newkirk & Newkirk, Inc. has Errors & Omissions coverage of \$100 million aggregate limit. The firm has a Security License 6, 63 and is a member of the National Association for the Securities Exchange Commission, National Association of Security Dealers (NASD), and SIPC. Newkirk & Newkirk has not been or is under any litigation for improper or fraudulent or unfair activities. Financial Statements are available for the perusal of our clients.

JOB PERFORMANCE

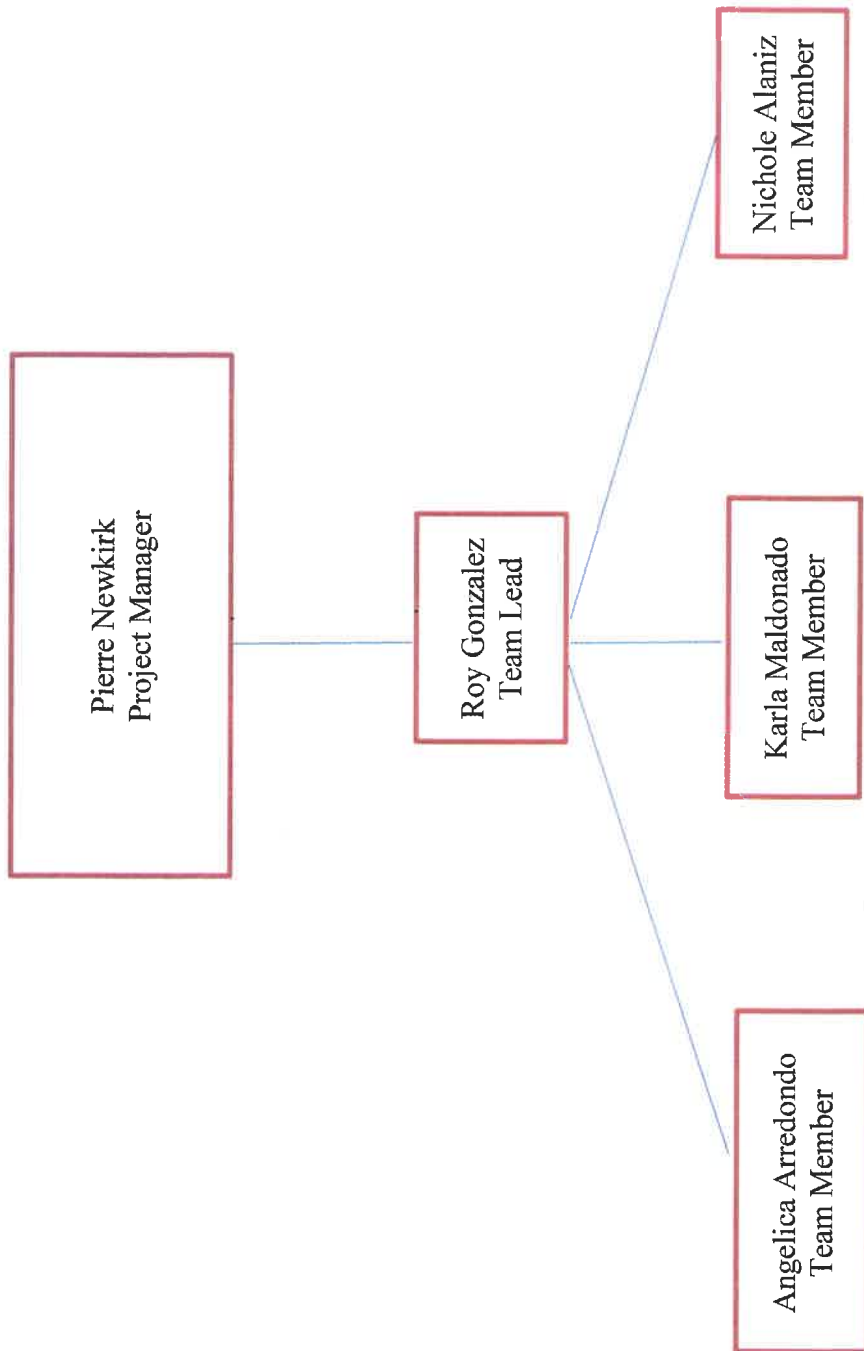
Newkirk & Newkirk, Inc. works along side several local CPA firms and law firms for the purpose of establishing our clients with Estate Planning, Charitable Planning, and financial planning.

OTHER VENTURES

Newkirk & Newkirk, Inc. has established a sister company, Multi-Line Agency, Inc., a Texas Corporation, that offers clients various types of commercial insurance, including but not limited to general liability, professional liability, commercial packages, and workers compensation.

DUTIES AND RESPONSIBILITIES

We will provide assistance with enrollment, claims processing, additions, changes and terminations. Be advised that we are experts in fully insured plans as well as self-funded and level-funded plans and major medical plans. In addition, we will provide educational opportunities for employees to learn how to maximize their insurance benefits. Finally, we will conduct an annual review of all claims vs. premium in order to prepare for subsequent renewals. Above and beyond the annual reviews we will also provide quarterly reviews for all employee benefit plans.



Names and Qualifications:

Pierre Newkirk – President and CEO. Licensed Texas Agent for 30+ yrs.

Rogelio Gonzalez – Licensed Texas Agent for 3 years.

Adelaida Karla Maldonado – Licensed Texas Agent for 2 years.

Angelica Dallana Arredondo - Licensed Texas Agent for 2 years.

Ashley Nichole Alaniz - Licensed Texas Agent for 2 years.

Pierre Newkirk – Newkirk & Newkirk, Inc.
Resume

Agent/Broker/Consultant: served as lead agent for Newkirk & Newkirk Inc. and Multi-Line Agency Inc. for the past 30 years. Health Insurance administration is a specialty to which I give great detail and emphasis on service. I am licensed as a Life and Health Insurance Counselor as well as General Lines Life, Accident Health & HMO and General Lines Property and Casualty and 6, 63 Securities License.

Experience: I have acquired high level service recognition by having long term established clientele and receiving recognition from multiple carriers (AETNA, BCBS, Humana, United Healthcare and many others) for consistency in production and in client historical commitment/renewals. Further, I am appointed with over 160 Insurance Carriers with a clear record absent of complaints/suspensions.

Education/Training/Certifications/: College educated and continuous training and certification required by the State of Texas Department of Insurance and industry training (i.e. NAHU, TAHU, STAHU, IIAT, NASEC, NASD, and SIPC). Further, serve and participate in various organizations that provide legislature updates, training and ethic certifications. I participate in training and committees in the insurance industry to stay current on rules, procedures and laws, as well as HIPPA, FMLA, ERISA and any required laws or regulations. I have years of experience in accessing data to monitor claim utilization and history. I will evaluate and discuss the impact of the utilization of benefits (claims) and further analyze and prepare reports on possible premium changes, and prepare recommendations of optional plan designs for renewal. Additionally, with my knowledge and expertise in various employee benefit products, I am able to analyze and monitor solicitations of qualified insurers to retrieve the best products and plan designs available that will meet the client's budget and provide the client the ability to offer employee benefits to ultimately provide qualified employee retention for your entity.

Administration and Support: ongoing training and certification is provided to contracted agents and Service Associates. Daily and weekly updates on products, benefits and industry changes is also provided. We have more than adequate facilities and we have established goals at a high level to provide excellent customer service to our clients. We review ethics regularly to assure that personal information will be kept safe and secure as this is a characteristic that my employees and I take very seriously.

Newkirk & Newkirk, Inc. is a Limited Liability Corporation and I am the sole responsible party for our clients and do not have shareholders or associates. There is no predecessor companies and further information on the establishment is provided in the "Credentials". A list of contacts that will provide additional service is provided in the content of this packet. To conclude, all contact information is on the foot of this page and the remainder of history, experience and accomplishments will be found in my credentials and Scope of Work and Services (attached within this Tab of Qualifications).

Rogelio "Roy" Gonzalez – Newkirk & Newkirk, Inc.
Experience

Agent/Broker/Consultant: served as agent for Newkirk & Newkirk Inc. and Multi-Line Agency Inc. for the past 3 years. Health Insurance administration is a specialty to which I give great detail and emphasis on service. I am licensed as a Life and Health Insurance Counselor as well as General Lines Life, Accident Health & HMO and General Lines Property and Casualty.

Experience: I have obtained my experience providing high level of day-to-day servicing of my clients. I am appointed with over 20 Insurance Carriers with a clear record absent of complaints/suspensions.

Education/Training/Certifications/: College educated and continuous training and certification required by the State of Texas Department of Insurance and industry training (i.e. NAHU, TAHU, STAHU, IIAT, NASEC, NASD, and SIPC). I have years of experience in accessing data to monitor claim utilization and history. I will evaluate and discuss the impact of the utilization of benefits (claims) and further analyze and prepare reports on possible premium changes, and prepare recommendations of optional plan designs for renewal. Additionally, with my knowledge and expertise in various employee benefit products, I am able to analyze and monitor solicitations of qualified insurers to retrieve the best products and plan designs available that will meet the client's budget and provide the client the ability to offer employee benefits to ultimately provide qualified employee retention for your entity.

Administration and Support: ongoing training and certification is provided to contracted agents and Service Associates. Daily and weekly updates on products, benefits and industry changes is also provided. We have more than adequate facilities and we have established goals at a high level to provide excellent customer service to our clients. We review ethics regularly to assure that personal information will be kept safe and secure as this is a characteristic that my employees and I take very seriously.



NEWKIRK & NEWKIRK, INC.

Insurance Services for Businesses & Individuals

Karla Maldonado

Agent (Consultant)

For the past three years, I have served as an agent for Newkirk & Newkirk Inc., specializing in health insurance administration with a strong focus on detail and exceptional service. I hold licenses as a Life and Health Insurance Counselor, as well as a General Lines Life, Accident, Health & HMO agent, allowing me to provide comprehensive guidance and support to clients in navigating their insurance needs.

Experience

I have extensive experience in customer service and management, with a deep expertise in claims utilization and guiding clients through the entire process. My skills include analyzing and monitoring solicitations from qualified insurers to identify the best products and plan designs that align with clients' budgets. By tailoring solutions that enhance employee benefits offerings, I help organizations improve employee retention and strengthen their overall benefits strategy.

Education (Training/Certifications)

I hold a Bachelor's degree in Business Administration and actively pursue ongoing training and certifications required by the Texas Department of Insurance. Additionally, I participate in various organizations that provide legislative updates, training, and ethics certifications. My commitment to professional development includes involvement in industry training and committees to stay current on rules, procedures, and regulations, including HIPAA, FMLA, ERISA, and other relevant laws. This ensures that I can provide clients with informed and compliant guidance in the ever-evolving insurance landscape.

Responsibilities and Support

I manage multiple groups, overseeing the implementation of their benefits and providing ongoing support throughout the year. Our focus is on delivering exceptional service through consistent communication. Whether an employer needs to update an employee's benefits or terminate a policy, I am readily available to assist.

Additionally, I provide daily and weekly updates on products, benefits, and industry changes to ensure clients stay informed. With well-equipped facilities and high service standards, we are committed to excellence in customer service. Ethics and data security are paramount to my team and me, and we regularly review protocols to ensure that all personal information remains safe and confidential.

www.newkirkandnewkirk.com

3101 N. Jackson Rd., McAllen, Tx 78501

Office: (956) 664-0200 Fax: (956) 664-0203 Cell: (956) 778-6395 Email: karla@newkirkandnewkirk.com

Angelica D. Arredondo

Agent | Health Insurance Consultant

Newkirk & Newkirk Inc. | Licensed in Life, Accident, Health, & HMO – Texas

For the past three years, I've worked as an agent and consultant with Newkirk & Newkirk Inc., specializing in health insurance administration. With a detail-oriented approach and a commitment to high-level service, I guide clients through complex insurance landscapes—helping them select, implement, and manage health plans that align with their goals.

I hold licenses as both a **Life and Health Insurance Counselor** and a **General Lines Life, Accident, Health & HMO Agent**, enabling me to offer comprehensive, compliant support. My core expertise lies in:

- **Claims utilization** and benefits navigation
- **Analyzing insurer solicitations** to find cost-effective, high-value plans
- **Customizing benefit strategies** to boost employee retention and satisfaction

In addition to my hands-on client work, I oversee multiple employer groups, supporting their benefits programs year-round—from onboarding and renewals to terminations and compliance updates.

Certifications & Ongoing Training

I stay up to date with all training required by the **Texas Department of Insurance** and actively participate in industry organizations that provide ongoing education, legislative updates, and ethics certifications. I'm well-versed in compliance with **HIPAA, FMLA, ERISA**, and other key regulatory standards.

Commitment to Excellence & Data Security

At the heart of my work is a commitment to service and ethics. My team and I maintain strict protocols for data confidentiality and client communication, and we provide regular updates to ensure our clients remain informed in a fast-changing industry.

ASHLEY NICHOLE ALANIZ

LICENSED INSURANCE AGENT

+956-664-0200

nichole@newkirkandnewkirk.com

3101 N Jackson Rd, Mcallen, Tx

PROFILE

Experienced and licensed insurance professional with over 3 years of service as an agent for Newkirk & Newkirk Inc. and Multi-Line Agency Inc. Specializing in health insurance administration with a strong emphasis on detail, client service, and ethical standards. Expert in employee benefits consulting, claims data analysis, and carrier negotiations to ensure optimal plan design and employee retention strategies.

WORK EXPERIENCE

Insurance Agent & Benefit Consultant

2021 - Present

Newkirk & Newkirk, Inc. | Mcallen, Tx

- Delivered a high level of day-to-day service to a diverse client base, ensuring satisfaction and long-term client retention.
- Appointed with over 20 top-rated insurance carriers, maintaining a clean professional record free of complaints or suspensions.
- Specialized in monitoring and analyzing claims utilization to assess benefit usage and project premium impact.
- Developed customized plan recommendations and renewal strategies to align with client budgets and employee needs.
- Facilitated competitive solicitations from qualified insurers to provide the best value in benefits offerings.
- Licensed in Life, Accident, Health & HMO, General Lines, Property & Casualty, Individual Marketplace

ADMINISTRATIVE & SUPPORT SERVICES

- Manage multiple groups, overseeing the implementation of their benefits and providing ongoing support throughout the year.
- Maintain more-than-adequate facilities to support high service standards and responsiveness.
- Implement strict data privacy protocols to ensure the confidentiality and security of personal information.
- Promote a culture of ethical excellence through regular ethics training and client-first service practices.

SKILLS

- Health Insurance Administration
- Claims & Utilization Analysis
- Employee Benefits Strategy
- Premium Forecasting
- Carrier Negotiation & Plan Design
- Client Service & Retention
- Compliance & Ethical Standards
- Team Training & Development

Experience

Newkirk & Newkirk, Inc. has been established since 1992. We are a professional support center committed in providing services to organizations, business owners, and individuals in the entire State of Texas by offering unsurpassed customer service, integrity and confidentiality. Through careful guidance, Newkirk & Newkirk, Inc. assists in developing and implementing steps necessary to achieve business and individual financial objectives.

As we specialize in Employee Benefits, including all lines of supplemental insurance products, Newkirk & Newkirk, Inc., as your Insurance Broker/Agent of Record, has the ability to service the needs required for Employee Benefits of your organization including in-person open enrollments.

Our highly trained staff is available during regular business hours as well as after business hours if requested and we guarantee exceptional attention and dedication to your organization.

NEWKIRK & NEWKIRK, INC.
Balance Sheet
As of December 31, 2022

Assets

Current Assets

Cash in Bank-JP Morgan Checking #0237	\$ 40,069.30
Cash in Bank-JP Morgan Savings #3765	1,236.05
Cash in Bank-Security 1st-Checking	6,260.60
Cash in Bank-PNC #9923	3,000.00
Cash in Bank-JP Morgan #0316	376.42
Cash in Bank-TRB-#8522	400.00
Cash in Bank-Bank of America #0498	20,070.05
A/R-Multi-Line Agency, Inc.	41,444.13
A/R-EquipSource, Inc.	64,876.64
A/R-PJS, LLC	<u>896.71</u>

Total Current Assets	<u>178,629.90</u>
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Property and Equipment

Building & Improvements	211,426.54
Automotive Equipment	229,603.63
Furniture & Fixtures	186,554.01
Office Equipment	104,709.71
Machinery & Equipment	18,370.57
Less Accumulated Depreciation	<u>(452,129.64)</u>

Net Property and Equipment	<u>298,534.82</u>
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Non Current Assets

Land	<u>56,894.37</u>
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Total Non Current Assets	<u>56,894.37</u>
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Total Assets	<u><u>\$ 534,059.09</u></u>
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NEWKIRK & NEWKIRK, INC.**Balance Sheet****As of December 31, 2022****Liabilities and Stockholders' Equity****Current Liabilities**

A/P-American Express #02004/#03002	\$	774.57
A/P-Chase #4803		215.46
A/P-Bank of America #7419		(81.00)
A/P-Chase #7062 (Mileage Plus)		24,981.43
FICA Payroll Taxes Payable		1,309.60
SUTA Payroll Taxes Payable		20.09
FUTA Payroll Taxes Payable		68.13

Total Current Liabilities 27,288.28

Long-Term Liabilities

N/P-US Bank-Loan #999-551	21,106.94
N/P-Bently Payment Center (\$3,996.33)	110,579.39
N/P-Bardays (2015 Mercedes Benz)	19,777.70
Stockholder Loans-Pierre Newkirk	326,190.30

Total Long-Term Liabilities 477,654.33

Total Liabilities 504,942.61

Stockholders' Equity

Capital Stock	1,000.00
Other Equity	(53,431.31)
Retained Earnings	81,547.79

Total Stockholders' Equity 29,116.48

Total Liabilities and Stockholders' Equity \$ 534,059.09

NEWKIRK & NEWKIRK, INC.
Income Statement

**12 Months Ended
December 31, 2022**

Sales

Income-Blue Cross Blue Shield	\$ 468,035.42
Income-Aetna Life Insurance Company	62,943.69
Income-Lincoln National Life Ins	3,042.63
Income-Trans Life Insurance	6,483.38
Income-American National Ins Co	2,593.98
Income-Healthcare Highways Health Plan	3,495.73
Income-RJ Garza Investments LLC	4,000.00
Income-Hartford Life & Accident	93,390.08
Income-Protective Life	4,450.35
Income-North American	40,919.85
Income-Glaic	5.16
Income-West Coast Life	9.84
Income-Allianz Life Insurance	19,057.50
Income-Humana Inc.	38,578.49
Income-Unum Life Insurance	13,518.66
Income-American Heritage Life Ins	322.98
Income-Unitedhealthcare Insurance	18,454.30
Income-Prudential Insurance Co	8,749.90
Income-MetLife	5,972.26
Income-Mutual of Omaha	1,388.51
Income-Ameritas Life Group	39,712.22
Income-American General Life	1,995.89
Income-Nationwide Life & Annuity	675.00
Income-Columbus Life	102,539.37
Income-Petersen Int'l	1,007.52
Income-Cincinnati Life	335.73
Income-Golden Rule Ins	8,089.26
Income-Metropolitan Life Insurance	5,972.26
Income-Principal Life Insurance	2,570.54
Income-United Healthcare Services	5,399.78
Income-Accordia Life	175.92
Income-Symetra	22.13
Income-American Family Life Assurance	1,074.41
Income-Western & Southern Financial	83,246.28
Income-National Life	958.69
Income-Elite Insurance Agency	267,361.41
Income-Eyetopia TPA	13,691.60
Income-Legal Shield	103.17
Income-Manhattan Life Insurance	10,791.80
Income-Dearborn Life Insurance Co	12,153.95
Income-National Life Distribution	670.33
Income-Nippon Life Insurance Co	6,236.52
Income-Opes One Advisors LLC	11,505.77
Income-Arizona Health	5,099.49
Income-DNL	11,674.80
Income-Continental American Ins Co	4,942.61
Income-Avesis	447.71
Income-Cetera	15,381.43
Income-Anico	2,593.98
Income-Texas Republic Life	15,994.11
Less Returns and Allowances	(34,596.92)

Total Sales

1,393,239.47

Cost of Goods Sold

Commissions	171,301.77
Contract Labor-Sales	<u>123,820.74</u>

NEWKIRK & NEWKIRK, INC.
Income Statement

**12 Months Ended
December 31, 2022**

Total Cost of Goods Sold	<u>295,122.51</u>
Gross Profit	<u>1,098,116.96</u>
Operating Expenses	
Accounting Fees	16,962.50
Advertising/Promotional	26,052.70
Automotive Expense	17,988.81
Bank Service Charges	115.73
Closing Costs	36.67
Continuing Education	1,653.20
Depreciation Expense	159,586.50
Dues & Subscriptions	4,304.01
Employee Medical	13,475.51
FICA Payroll Taxes	5,355.72
Filing Fees	186.00
FUTA Payroll Taxes	578.73
Gas/Fuel	8,150.09
Insurance-Automotive	5,312.27
Insurance-Dental	3,106.93
Insurance-Disability	2,389.16
Insurance-Health	20,975.84
Insurance-Life	3,574.50
Insurance-Other	21,576.10
Insurance-Workers Compensation	8,935.74
Interest-Bentley Payment Center	2,898.78
Interest-Chase Auto Finance	285.82
Interest-US Bank	1,115.33
Internet Services	1,222.98
Legal Fees	20,840.55
Licenses & Permits	3,851.86
Marketing Costs	1,192.78
Marketing Gifts	83,042.99
Meals & Entertainment	57,262.44
Medical Records/APS	378.37
Mobile Phone	4,261.72
Office Supplies	4,724.73
Officer's Compensation	354,708.49
Postage & Delivery	625.84
Printing Costs	651.36
Promotional & Entertainment	23,467.07
Rental-Building	41,320.00
Rental-Equipment	4,584.26
Rental-Other	383.69
Repairs-Building	50,364.54
Repairs-Computer	6,751.65
Salaries & Wages	273,193.36
Security Costs	2,334.05
Shredding Expense	354.00
Software	852.35
Supplies & Materials	43,828.60
SUTA Payroll Taxes	855.23
Taxes-Other	1,497.98
Taxes-Property	24,807.03
Tolls	16.06
Transaction Fees	839.47
Travel Expense	67,052.00
Uniforms	751.69

NEWKIRK & NEWKIRK, INC.
Income Statement

**12 Months Ended
December 31, 2022**

Utilities	10,915.87
Vehicle Lease	355.63
Interest-Chase	228.28
Finance Charges	<u>150.07</u>
Total Operating Expenses	<u>1,412,283.63</u>
Operating Income (Loss)	<u>(314,166.67)</u>
Other Income (Expenses)	
Other Income	<u>1,672.70</u>
Total Other Income (Expenses)	<u>1,672.70</u>
Net Income (Loss) Before Taxes	<u>(312,493.97)</u>
Net Income (Loss)	<u><u>\$ (312,493.97)</u></u>

RFP Company Operational Information

In the 30 plus years that Newkirk & Newkirk, Inc. has been in business, our company has not been investigated by the Texas Insurance Commission nor have we lost any clients due to improper business dealings, billing or fraud.

None of our clients have ever terminated a contract due breach of contract or unsatisfactory outcomes.

RFP Rates, Fees & Expenses

Rates, Fees & Expenses

1. Newkirk & Newkirk, Inc. will provide the necessary tasks for each product line as identified in the Service Requirements and Responsibility section 4.3 (scope of service) of this RFP. We follow a simple cost model; our costs are broken down per benefit at a cost of \$1.25 per employee per month.
 - a. Group Benefits
 - b. Voluntary Benefits
 - c. Medical Benefits
 - d. Dental Benefits
 - e. Life & Supplemental & AD&D Benefits
 - f. Long Term Disability Benefits
 - g. Group Benefits & Voluntary Benefits
 - h. Agent of Record
2. Any special services which are requested from Newkirk & Newkirk, Inc. will be quoted separately.

RFP References

References:

District name: Hidalgo County
505 S. McColl Rd ste. A Edinburg, TX 78539
Number of employees enrolled in your products: 4765
Number of years working with the district: 4 years
Contact information: Merlen Munoz, 956-318-2660 x-4941

District name: Edinburg ISD
411 North 8th Ave. Edinburg, TX 78541
Number of employees enrolled in your products: 4550
Number of years working with the district: 3 years
Contact information: Dustin Garza, 956-289-2300 x-2180

District name: Nicho Produce Co.
P.O. Box 1136 Edinburg, TX 78540
Number of employees enrolled in your products: 68
Number of years working with the district: 7 year
Contact information: Annette Hernandez 956-383-5633

District name: Central Plumbing & Electric Supply Co.
625 South Airport Drive Weslaco, TX 78596
Number of employees enrolled in your products: 143
Number of years working with the district: 4 years
Contact information: Kimberly Guerro, 956-968-8525

Alegre Home Health Care
1904 East Griffin Parkway Mission, TX 78572
Number of employees enrolled in your products: 142
Number of years working with the district: 8 years
Contact information: Holly Rivera, 956-668-7732



April 8, 2025

Laura Cerda
Asst. Director of Human Resources
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

RE: RFP 2025-005 for Insurance Benefit Consultant

Dear Ms. Cerda,

Please accept this letter as confirmation for the submission of the above reference RFP. I, Yvonne M. Ortegon, am the owner and founder of Ortegon Insurance Agency, LLC. My firm is a Texas Certified Minority and Woman Owned Small Business and HUB Certified. I am licensed to provide insurance services in the State of Texas. My firm exclusively focuses on the needs of the public sector in South Texas.

Ortegon Insurance Agency is 100% independent. We will only be accountable to the City of Edinburg and will never allow outside influences to impact on our ability to service your city. Furthermore, there is no existing or potential conflict of interest between the scope of work required by the City of Edinburg and our firm's other business activities.

My organization has extensive experience as a Health Benefits Consultant providing a full range of services related to the design, implementations, maintenance, communication, RFP process, and improvements of municipalities and school district's health and related benefits programs including compliance of federal and state laws, assisting in the benefit request for proposal process, and providing monthly reports to Administration and quarterly presentations to the City Council.

Sincerely,

A handwritten signature in blue ink that reads "Yvonne M. Ortegon".

Yvonne M. Ortegon
Ortegon Insurance Agency, LLC

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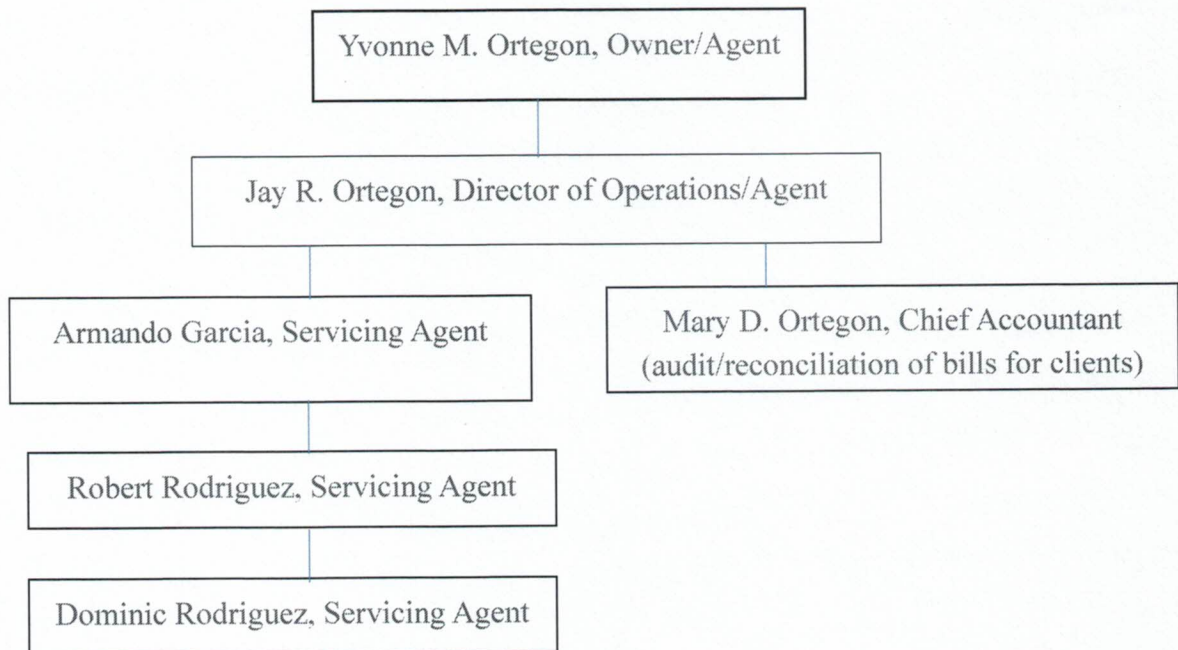
FIRM QUALIFICATIONS, PERSONNEL AND STAFFING

I. Qualifications and Experience

- 1) **Briefly introduce your firm, provide a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.**

Ortegon Insurance Agency, LLC is a Texas Certified Minority and Woman Owned Business. We are located in Weslaco, TX. We do not have multiple locations. Instead, we bring the advising and service to your location. The organization has 6 employees on payroll and 18 employees on contract for a total of 24 employees. There will be 5 employees dedicated to the City of Edinburg account and 1 internal auditor to assist the City with the monthly audits and analysis of plans.

Organizational Chart:



2) **Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses (General Lines Agent for Life and Health), etc.**

- **Yvonne M. Ortegon** will be the Project Manager for this account. She is the owner of Ortegon Insurance Agency. She holds a Bachelors' degree in Finance-Risk Management from St. Mary's University in San Antonio, TX. She also earned a Master's in Business Administration (MBA) from the University of Texas at Pan American in Edinburg, TX. She has been licensed as a General Lines Insurance Agent for Life and Health in Texas since 1996 and has over 20 years' experience in the Insurance/Employee Benefits and Human Resources fields. She also has extensive experience working with counties, municipalities, and school districts.
 - We have provided employee health benefits consulting/agent of record services for a range of insurance plans. Some of our clients, present and past, include but not limited to, the following:
 - San Benito CISD (Approx. 1,700 Employees)
 - Weslaco ISD (Approx. 2,300 Employees)
 - Edcouch-Elsa ISD (Approx. 900 Employees)
 - Pharr-San Juan-Alamo ISD (Approx. 4,800 Employees)
 - Hidalgo County (Approx. 3,900 Employees)
 - Cameron County (Approx. 1,100 Employees)
 - City of Edinburg (Approx. 1,300 Employees)
 - City of Weslaco (Approx. 400 Employees)
 - City of San Juan (Approx. 300 Employees)
 - City of Donna (Approx. 160 Employees)
 - City of Mercedes (Approx. 130 Employees)
- **Jay R. Ortegon** is a Retired Disabled Captain of the US Army. He graduated from the United States Military Academy at West Point and is the Director of Operations for Ortegon Insurance Agency. He manages the Electronic and Phone Enrollment systems and day to day operations. He also manages the Open Enrollment scheduling, communications, and provides detailed reporting such as tracking the number of employees seen and identifying those that did not participate. He will be the point of contact for any audit and reconciliations of the City of Edinburg. He is a licensed as a Risk Manager, General Lines Agent for Life and Health and Property and Casualty Insurance in Texas. He has worked extensively with several school districts, counties, and municipal accounts of similar size and scope of service

- **Armando Garcia** has been licensed as a General Lines Insurance Agent for Life and Health in Texas since 2019 and has over 10 years' experience in the Insurance/ Employee Benefits field. She has worked with several school districts, counties, and municipal accounts of similar size and scope of service.
- **Robert Rodriguez** has been licensed as a General Lines Insurance Agent in the State of Texas since 1999. He has worked with several municipal accounts of similar size and scope of service.
- **Dominic Rodriguez** has been licensed as a General Lines Insurance Agent in the State of Texas since 2007. He has worked with several municipal accounts of similar size and scope of service.

Please see attached resumes, professional designations and affiliations, certifications, and licenses.

3) Describe the experience of the firm in the last thirty-six (36) months in performing consulting services in similar size and scope.

Yvonne M. Ortegon of Ortegon Insurance Agency has over 25 years of providing services to clients with fully funded and self-funded health plans. Ortegon Insurance Agency knows that budgeting for the public sector is a complex process with multiple stakeholder groups and the need to factor the changing regulatory landscape, including healthcare reform.

As a provider of services to the public sector, we understand that the City of Edinburg faces unique challenges. Your organization is exempt from certain laws and governed by others that may allow for flexibility and cost efficiency. Tax revenue streams, and other sources that are subject to change, drive the design and financing of your employee compensation and insurance benefit programs. Also, in many cases, the City of Edinburg's decisions are affected by collective bargaining agreements and intense public scrutiny.

We take these factors into consideration. We bring a broad range of sector-focused solutions and expertise such as collective purchasing, benchmarking data and healthcare utilization review and analysis. Ortegon Insurance Agency will strengthen the City of Edinburg with:

- Guidance throughout the bargaining process and recommendations on best practices moving forward
- Communications with employees so they understand the value of their benefit package
- Deep understanding of compliance and legal issues, including IRS filings, healthcare reform, HIPPA, and labor laws

- Collaborative communication with key stakeholders to build consensus and resolve issues.
- We create, review, and complete the entire RFP process, including timelines, analysis, negotiations, recommendations, presentations, and implementations.

Ortegon Insurance Agency has completed several RFPs for fully insured medical plans, self-funded medical plans, and voluntary insurance benefits. A recent RFP was conducted for a municipality. The renewal rates for their fully insured medical plan were negotiated from the initial 18% to 7.9%. After receiving competitive bid responses, the City was able to reduce their current rates by 1.2% decrease.

Ortegon Insurance Agency provides a detailed strategy for going out for RFP's as follows:

- a. Develop Timeline of RFP process
- b. Provide Purchasing Department Completed RFP
- c. Analysis of RFP
- d. Presentation/Discussion of analysis with Administration
- e. Presentation/Discussion of analysis and recommendations to Insurance Committee
- f. Presentation/Discussion of recommendations to City Council Workshops
- g. Present recommendations at City Council Meeting
- h. Provide booklets with a complete summary and rates of all insurance products
- i. Conduct Open Enrollment meetings to staff in English and Spanish
- j. Conduct Open Enrollment utilizing Electronic Enrollment and Electronic Phone Systems.
- k. Provide payroll file to Administration
- l. Audit initial bills of all applicable carriers to ensure accuracy.
- m. Continue with servicing to both Administration and staff throughout the plan year.

4) Provide copy of latest audited Annual Financial Report.

This information is not available at this time.

5) The same information must be provided for any associated firms or sub-consultant.

This information does not apply.

II. Company Operations Information

- 1) Client History – Describe whether your firm (or any firm previously affiliated with your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm’s client cities.**

N/A. We have no history of this.

- 2) Describe whether your firm has ever lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities.**

N/A. We have no history of this.

- 3) Describe, in detail, whether your firm has ever lost an account due to breach of contract, or incurred any unfavorable contractual outcomes (to include any terminations, etc.).**

N/A. We have no history of this.

III. Rates, Fees, and Expenses

- 1) Provide a detailed fee schedule for services related to the scope of work identified in this RFP.**

Ortegon Insurance Agency is offering an annual fixed cost for all the scope of services listed on this RFP of \$20,000. This would include an auto renewal of the same terms and amount for a second one-year term. If preferred, the second option would be a one-year contract without a second auto renewal for a set annual fixed cost of \$35,000.

- 2) Identify and list all special services and identify charges, particularly disclosure requirements.**

Ortegon Insurance Agency will assist in preparing and filing the required IRS 1095C and 1094C at a fee of \$2.50 per member per filing. Note: The electronic filing for 2024 was due 3/31/2025.

Ortegon Insurance Agency can also conduct the Open Enrollment and provide an Electronic Enrollment System including reports to payroll and carrier feeds. This service can be provided at a fee of \$3.50 per member per month at the beginning of Open Enrollment. We can provide continued services for new hires, request of ID cards, and claims issues throughout the plan year.

IV. References

Provide references for similarly successful projects from five (5) governmental agencies to include municipalities. For each reference, include the dates of service, name of agency, contact name, telephone, and email address.

EXPERIENCE IN MUNICIPAL ACCOUNTS

City of Edinburg (Approx. 1,300) - Project: Served as Consultant for the Health Plan and all Voluntary Insurance Products, COBRA, and Section 125. Provided implementation of all insurance products, negotiations, vendor management, RFP process, recommendations, compliance, audits, monthly/quarterly/annual reports/presentations, developed/analyzed/interpreted data and management reports, and additional consulting services. Date of Completion (if applicable): 04/01/2024.

1. **Hidalgo County (Approx. 3,900)** - Project: Served as Consultant for the Self- Funded Health Plan and all Voluntary Insurance Products, COBRA, and Section 125. Provided implementation of all insurance products, negotiations, vendor management, RFP process, recommendations, compliance, audits, monthly/quarterly/annual reports/presentations, developed/analyzed/interpreted data and management reports, and additional consulting services. Date of Service: May 2024 – Current.
 - a. **Contact:** Iris Castillo, Employee Benefits Director, Ph: 956-318-2660, Ext. 4941, email: iris.castillo@co.hidalgo.tx.us
2. **City of Weslaco (Approx. 400)** - Project: Serve as Agent of Record for the dental insurance. Provided implementation of insurance products, negotiations, vendor management, RFP process, recommendations, compliance, audits, monthly/quarterly/annual reports/presentations, open enrollment, developed/analyzed/interpreted data and management reports, and additional consulting services. Dates of Service: 10/01/2023 – Current.
 - a. **Contact:** Diana Fuentes, Benefits Coordinator, Ph: 956-968-3181, email: dfuentes@weslacotx.gov
3. **City of San Juan (Approx. 300)** - Project: Served as Agent of Record/Consultant for the Self-Funded Health Plan and all Voluntary Insurance Products. Provided implementation of all insurance products, negotiations, vendor management, RFP process, recommendations, compliance, audits, monthly/quarterly/annual reports/presentations, open enrollment, developed/analyzed/interpreted data and management reports, and additional consulting services. Dates of Service: August 2019 – October 2022.
 - a. **Contact:** Adelaida Cordero, Director of Human Resources, Ph: 956-223-2212, email: acordero@sjtx.uu Please see attached Letter of Recommendation.
4. **City of Donna (Approx. 160)**- Project: Serve as Agent of Record for the Fully Insured Health Plan and all Voluntary Insurance Products. Provided implementation of all insurance products, negotiations, vendor management, RFP process, recommendations,

compliance, audits, monthly/quarterly/annual reports/presentations, open enrollment, developed/analyzed/interpreted data and management reports, and additional consulting services. Dates of Service: February 2022 – Current.

- a. Contact: Mary Calderon, Employee Benefits, Ph: 956-464-3314, Ext. 1202, email: mcalderon@cityofdonna.org

5. **City of Mercedes (Approx. 130)** - Project: Serve as Agent of Record for the Fully Insured Health Plan and all Voluntary Insurance Products. Provided implementation of all insurance products, negotiations, vendor management, RFP process, recommendations, compliance, audits, monthly/quarterly/annual reports/presentations, open enrollment, developed/analyzed/interpreted data and management reports, and additional consulting services. Dates of Service: October 2023 – Current.

- a. Contact: Kristine Longoria, Human Resources Director, Ph: 956-565-3114, Ext. 139, email: klongoria@cityofmercedes.com

6. **Cameron County (Approx. 1,100)** – Project: Serve as Agent of Record for the Dental Insurance Plan. Provided implementation of insurance product, negotiations, vendor management, ID cards, and claim filing. Dates of Service: October 2020 – Current.

- a. Contact: Jessica Olivares, Benefits Specialist, Ph: 956-544-0871, email: jessica.olivares@co.cameron.tx.us

7. **Pharr-San Juan-Alam ISD (Approx. 4,800)** – Project: Serve as Agent of Record for the Self-Funded Health Plan and Disability Insurance. Provided implementation of insurance products, negotiations, vendor management, compliance, open enrollment, and developed/analyzed/interpreted data and management reports. Dates of Service: April 2019 – August 2022.

- a. Contact: Alma Mata, Insurance Specialist, Ph: 956-354-2029, email: alma.mata@psjaisd.us

8. **Weslaco ISD (Approx. 2,300)** - Project: Serve as Agent of Record for the Self-Funded Health Plan and all Voluntary Insurance Products. Provided implementation of all insurance products, negotiations, vendor management, RFP process, recommendations, compliance, audits, monthly/quarterly/annual reports/presentations, open enrollment, and additional consulting services. Dates of Service: 10/01/2017 – Current.

- a. Contact: Raul Cantu, Director of Risk Management, Ph: 956-969-6500, email: racantu@wisd.us

9. **San Benito CISD (Approx. 1,700)** - Project: Served as Agent of Record for the Self-Funded Health Plan and all Voluntary Insurance Products. Provided implementation of all insurance products, negotiations, vendor management, RFP process, recommendations, compliance, audits, monthly/quarterly/annual reports/presentations, open enrollment, developed/analyzed/interpreted data and management reports, and additional consulting services. Dates of Service: 10/01/2017 – 9/30/2021.

- a. Contact: Lucy Garcia, Insurance Specialist, Ph: 956-361-6100, email: ldgarcia@sbcisd.net Please see attached Letter of Recommendation.

10. **Edcouch-Elsa ISD (Approx. 900)** - Project: Serve as Agent of Record for Dental Insurance. Provide implementation, negotiations, vendor management, recommendations, compliance, audits, monthly/quarterly/annual reports, and open enrollment. Scope of Work: Served as Agent of Record for the Self-Funded Health Plan and all Voluntary Insurance Products. Dates of Service: October 2017 – January 2019. Scope of Work: Served as Agent of Record for Voluntary Insurance Products. Dates of Service: 10/01/2022 – Current.
- a. Contact: Robert Elizondo, Benefits Director, Ph: 956262-6000, email: relizondo@eeisd.org

V. Project Design and Methodology

WORK PLAN

Agent of Record Methodology:

The founder of Ortegon Insurance Agency, Yvonne M. Ortegon, believes that the focus on the needs of the public sector employers and a culture of putting others before self has allowed the firm to carve out a unique niche. Ortegon Insurance Agency provides customized services to handle the needs of each client. They focus on exceptional customer service. We want to educate their clients about the diverse insurance products available and how they work, so that their clients are confident in choosing the insurance products that are right for their organization.

It is imperative that the City of Edinburg employees clearly understand your benefit programs and the role it plays as part of their total compensation package. Employees who have a greater understanding of their benefit program will value it more and will be more likely to stay with their employer. A strong communications program is also especially important in a competitive recruiting environment.

Your communications strategy will address the cost drivers specific to your plan and adhere to the City of Edinburg's cultural and financial constraints. At the same time, it will provide your employees with a competitive benefits program that they highly value. This dynamic approach allows you to validate and define an effective long-term benefits strategy by aligning employer and employee needs.

With Ortegon Insurance Agency, you have the expertise, and the commitment required to communicate a straightforward, compelling message about the value of the City of Edinburg's benefit programs.

Timeline:

- April 15, 2025 – Turn in RFP to City of Edinburg
- May 2025 – Award of Insurance Benefit Consultant
- June 2025 – Set up meeting with Administration to discuss next steps regarding the review of the RFP responses for group and voluntary insurance products.
 - Request information on current products to assess current costs vs. benefits
 - Request census information on current products to create a new account on our Electronic Enrollment system.
 - Coordinate with Administration on the processes for the changes/communications that will need to be provided to the current carriers for the months until our Electronic Enrollment System is in place.
- July 2025 – Provide recommendations on current products and review of new products that can save the City and employee on premium costs to Administration.
- July 2025– Make recommendations at the City Council Regular Meeting on insurance products for effective date 10/01/2025.
- July 2025– Begin updating the Electronic Enrollment system on any changes to current/new products for the new plan year to prepare for Open Enrollment.
 - This includes putting together a Benefit Booklet of all products, including summary and rates, for the 10/01/2025 plan year.
 - Draft a tentative Open Enrollment schedule to include both virtual and in-person meetings.
- August 3, 2025 – Begin Open Enrollment.
- August 21, 2025 – End Open Enrollment.
- August 24 – 31, 2025 – Work Payroll Deduction Report to provide to the City.
- September 1, 2025 – Work with insurance carriers to develop feeds.
- September 30, 2025 – Ensure that all employees have insurance cards where applicable.
- October 1, 2025 – New insurance plans begin.

Consultant Responsibilities:

Duties and Responsibilities to be Provided Insurance Consultant:

- A. Ortegon Insurance Agency will serve the City as an advisor regarding the review of the City's RFP for health plan design, business rules, and content including COBRA, HIPPA, Section 125 program, dental, vision, long and short-term disability, life insurance benefits and their components, and employee assistance program.
- B. Ortegon Insurance Agency will serve as the City's advisor regarding voluntary insurance products and their components to providing the optimum voluntary benefit package.

- C. Ortegon Insurance Agency will review, on an ongoing basis, the existing employee benefits programs for competitiveness, appropriateness, and overall acceptance by plan participants.
 - i. A review of each product will be done prior to Open Enrollment to assess if going out for RFP should be recommended.
 - ii. An ongoing review of the benefit program and the acceptance of this program will be done by surveying the employees. Any issues/complaints, if applicable, will be documented on an ongoing basis to include with the assessment done prior to Open Enrollment.
- D. Ortegon Insurance Agency has specific high-level contacts at each insurance carrier to better negotiate the benefits and pricing of each insurance product. A comparison will be done on the current benefit plan and pricing for any recommended benefit plan. If any change in benefit or funding option is recommended, supporting documentation including underwriting data and evaluation services will be provided to support such recommendation.
- E. Ortegon Insurance Agency will meet with Administration to understand the City's current budget and financial plan. This will provide us with the information needed to better understand the long-term rate(s)/service guarantees needed to meet the City's financial plan.
- F. Ortegon Insurance Agency periodically meets with Administration, including City Manager and Human Resources Director, to review the progress and benefits of the current insurance plans. Then a report is created to present to the City Council.
- G. Ortegon Insurance Agency will review utilization rates on a quarterly basis and evaluate each of the City's best options as it relates to fully funded plans. This would include requesting Utilization Reports from the medical carrier, Claims Experience, and reports on Large Claims. This will allow Oregon Insurance Agency to calculate the Claims vs. Premium ratio that will ultimately be part of the deciding factor on the medical insurance carrier's renewal rates.
- H. Ortegon Insurance Agency will assist the City with plan design changes, plan implementation strategies, plan design and/or benefits communications relating to coverage, integrating appropriate assignments of duties to vendors, while maintaining proper oversight/responsibilities.
 - i. Upon award of the Consulting position, Ortegon Insurance Agency will conduct a complete analysis of the current insurance plan design, benefits, and costs. Recommendations will be made with plans that will provide better benefits and a lower cost to both the City and the employees.

- ii. Communications will be done by providing Benefit Booklets to all employees that have all the information on their insurance benefits provided and available to them by the City.
 - iii. Ortegon Insurance Agency reviews and communicates to each vendor monthly to ensure accuracy of the billing and services regarding claims processing, etc.
- I. Ortegon Insurance Agency will review new or proposed administrative services provided by outside vendor(s) to determine the most effective and efficient service delivery strategies.
- J. Ortegon Insurance Agency will assist the City with premium funding projections during its annual budget process.
 - i. Ortegon Insurance Agency will periodically request Utilization Reports from the medical carrier, Claims Experience, and reports on Large Claims. This will allow us to calculate the Claims vs. Premium ratio that will assist in the projections for the annual budget.
- K. Ortegon Insurance Agency will review long-term healthcare contribution philosophy and budgetary agenda and best strategies for applying identified resources to a meaningful long-term benefit package.
- L. Ortegon Insurance Agency will provide the City with overall plan management and define quality assurance services to the carriers/vendors on the following services:
 - Customer Service
 - Ortegon Insurance Agency provides customized services to handle the needs of our clients. We focus on exceptional customer service. Ortegon Insurance Agency can provide on-site services to the employees of the City of Edinburg. A dedicated Servicing Agent can be at the City on a weekly basis.
 - Regulatory Compliance & Reporting
 - Ortegon Insurance Agency can provide monthly reports to Administration on the performance of the insurance plans, including large claim information. We can provide quarterly reports to the City Council.
 - COBRA/HIPPA Compliance
 - Ortegon Insurance Agency will review the documents and procedures of the City to confirm compliance with COBRA, HIPPA, Affordable Care Act (ACA), and other Federal and State mandated laws.
 - Benefit Review/Design

- Ortegon Insurance Agency will provide detailed reports of the current plan designs and the plan designs offered by several different carriers to analyze the benefit design that works best for the City and its employees.
- Cost Containment Measures
 - Ortegon Insurance Agency has specific contacts at each insurance carrier to better negotiate the benefits and pricing of each insurance product.
- Renewal Negotiations
 - Ortegon Insurance Agency is 100% independent and has no ties to any insurance company or benefit provider. If renewal rates are increased, Ortegon Insurance Agency will go out for RFP in order to receive competitive bids. This process will assist in the negotiations of the current insurance benefit renewals. Price guarantees for multiple plan years will be requested from each carrier to ensure rates will be maintained.
- Contract Analysis
 - Ortegon Insurance Agency will review each insurance contract prior to the City signing and approving such contract.
- Competitive Bidding
- Transition & Implementation Platform
- Vendor Compliance
 - Communication with vendors will be done on a monthly basis to ensure billing accuracy and customer service expectations are met.
- Analysis & Selection of Vendor
- Claims Audit & Review
- Benefits Summary
- Billing Implementation
- Budgeting
- Employee Wellness Program
 - Ortegon Insurance Agency will provide Administration with valuable monthly information related to wellness (i.e., October is Breast Cancer awareness. Flyers/information will be provided to Administration to distribute to its employees.)

M. Ortegon Insurance Agency will act as the City's representative to all outside insurance vendors; collecting information and making periodic presentations to staff, employees, and City Council, as requested, of their insurance benefit offerings.

- Proper vendor management begins with the selection of the right partner for the City of Edinburg employee benefits program. Ortegon Insurance Agency interacts with vendors to understand their capabilities and companies whose insurance products and services combine the broadest and most effective

range of options at a fair value. Ortegon Insurance Agency has the experience, the relationships, and the independence your organization needs to get the most effective combinations of rates, policy terms and plan design.

- To make sure the best interest of the City of Edinburg is represented in all interactions with vendors, Ortegon Insurance Agency will handle all ongoing services in addition to negotiations. This includes support and training for your staff on how to work effectively with your selected vendors. We will coordinate all your open enrollment activities and support and maintain all your communication needs. This includes providing periodic presentations to staff, employees, and City Council regarding all their group benefits.
- With Ortegon Insurance Agency, you have the expertise and the commitment required to communicate a straightforward, compelling message about the value of the City of Edinburg's insurance benefit program.

N. Ortegon Insurance Agency will provide periodic comparisons of plans of benefits and employer/employee contributions to area cities and comparable businesses.

O. Ortegon Insurance Agency will provide periodic reports using carrier data on claims and fixed expenses and related those to total premium and expectations for renewal. Add historical perspective to premium and claims data for all coverage and provide reports as needed by the City.

P. Ortegon Insurance Agency will collect national, regional, and local medical inflation data in order to compare that to the City's specific plan inflation.

Q. Ortegon Insurance Agency will review and make recommendations to the City on carrier cost containment mechanisms. We will conduct Insurance Committee meetings and copy of bid analysis presented to the Insurance Committee with recommendations.

R. Ortegon Insurance Agency is committed to meeting periodically with the City's staff relating to levels of customer service received from various carriers and will be there to assist with any applicable problem resolution.

City of Edinburg Responsibilities:

- Provide firm with a census of eligible employees for insurance benefits.
- Provide a payroll file including insurance benefit, deduction, number of pay periods, and pre-tax/post-tax indication.

- Provide firm with copies of monthly bills as received and a copy of that month's payroll register.
- Provide carriers with a list of terminations on a monthly basis. All terminations must be submitted to the carrier by the last day of the month they terminate to ensure that the City will not incur any additional cost for that month.
- Provide carriers with list of new hires to ensure they are enrolled in the employer paid plans and any voluntary products.
- City of Edinburg will be responsible for any costs associated with the Section 125 plan and any consolidated billing fees.
- City of Edinburg will be responsible for any fees associated with the administration of COBRA, which are usually incorporated in your fully insured monthly medical premiums.
- City of Edinburg will be responsible for the filing of the annual IRS Form 1095C and 1094C.
 - If the City will need assistance with this filing or would like Ortegon Insurance Agency to file on their behalf, the City will be responsible for the fee associated with the computer software and the electronic filing fees to the IRS. Ortegon Insurance Agency can produce the completed 1095Cs at a cost of \$2.50 per employee.

Transition of Services

In the event that the firm provides a solution that differs for that currently used by the city, the firm will ensure that there is no interruption of service during the transition by:

- A) Effectively communicating what information is need by the firm to ensure a timely transition.
- B) Ensure that new carriers or companies have all information in a timely manner to ensure a smooth transition.
- C) Reach out to management contacts of new carriers or companies to ensure they will process all changes prior to effective dates.
- D) Ensure all employees receive new id cards prior to effective dates.
- E) Consistently auditing service material to ensure there are no gaps or service interruptions.

VI. Consultant Qualification Questionnaire

INSURANCE BENEFITS CONSULTANT QUALIFICATIONS

5. 1. Explain what separates your company from its competitors and what specifically qualifies you to be a consultant for the City.

IMPORTANT: Ortegon Insurance Agency, LLC was the Insurance Benefits Consultant from April 4, 2023, to April 3, 2024. Since we had the privilege of assisting the Human Resources and Employee Benefits Departments with plan designs, renewals, RFPs for all products listed on this RFP, vendor management, AOR RFPs, implementation, and continuous support to Administration throughout the contract year, we are proposing an annual fixed cost for all the scope of services listed on this RFP for a set annual fixed cost of \$20,000. This would include an auto renewal of the same terms and amount for a second one-year term. If you prefer a one-year contract without a second auto renewal, then the set annual fixed cost is \$35,000.

Ortegon Insurance Agency is a Minority and Women Owned Small Business. We are HUB Certified in the State of Texas (Certificate/Vendor #1814518759900/533065). We have over 35 years of combined experience in the Insurance, Consulting, and Human Resources Industries. We are locally owned and operated.

The owner, Yvonne M. Ortegon, has previous experience as an Administrator for La Joya ISD. She managed and oversaw the entire Employee Benefits Department, which included medical and all voluntary products. She played the roles of Director, Consultant, and Agent. Ms. Ortegon analyzed the self-funded medical plan, made plan design changes, budget analysis, recommendations, and presentations to staff, insurance committee, and the board of trustees on all insurance related products.

We have extensive experience servicing the cities, municipalities, school districts, and businesses in the Valley. With our vast experience and extensive carrier contacts, we are able to provide the best services for the city and meet all your needs. We go out of our way to ensure we exceed expectations regarding timelines and quality of work. We will have staff specifically dedicated to this account to ensure someone is always available to answer questions or meet any needs.

5. 2. Disclose your past and present financial relationship to any and all insurance companies and/or any other provider of services similar to the ones you may provide for the City of Edinburg. Be specific relating to the disclosure of types of income commissions, fees, and/ or overrides.

We work with all insurance carriers. We have been compensated by commissions and/or fees when representing our clients. Those commissions and/or fees are approved by the district/municipality. We abide by the contract on the type of income that is agreed between Ortegon Insurance Agency and our clients.

Ortegon Insurance Agency is 100% independent and will be accountable only to the City of Edinburg and never allow outside influences to impact our ability to service your city.

5. 3. What types of services do you provide to fully funded health plan clients? Be specific relating to areas of expertise, and the duties you perform(ed).

- In depth consulting services provided for fully and self-funded group health insurance programs, including but not limited to designing, monitoring, analyzing, benchmarking, managing, and negotiating the best coverage and pricing.
 - Provide an estimated cost of comparison and analysis with recommendation and rationale for self-funded and/or fully insured programs.
 - District custom marketing studies.
 - Projected claims experience to determine budgets and premium rates.
 - Including a wellness program and chronic disease management features.
 - Including voluntary insurance products, property, general liability, workers' compensation, and additional various employee benefits.
- Provide an electronic enrollment system through Employee Navigator including maintenance, building, electronic feeds, enrollment with agent assistance or self-enrollment, and all related services as needed.
- Enrollment services: Open Enrollment/New Hire Enrollment, Employee Communications (English and Spanish), Benefit Education Materials, Qualifying Events/Changes, EOI Administration, Affordable Healthcare Act/ACA Compliance and Administration, COBRA and HIPAA Compliance, Medicare and Privacy Compliance, Maintenance and Servicing, Assist with Employee Benefit Changes and Updates, and Develop and Maintain Carrier Feeds and Electronic Enrollments.
- Investigate and Resolve Claims and Administrative Issues
- Audit and reconcile carrier bills with payroll deductions.
- Maintain strong relationships with insurance carriers, including BCBS, Aetna, Humana, United HealthCare (UHC), Cigna, among others.
- Strong relationships with ancillary insurance carriers, including Allstate, Aflac, American Fidelity, Ameritas, Avesis, Colonial, Davis Vision, Delta Dental, FCL, Dearborn National, Guardian, Harford, MetLife, New York Life, Texas Life, Unum, Trustmark, Voya, among others.
- Prepare/Compare/Analyze Request for Proposals (RFP), including summary reports and outlines.
- Professional and educated staff familiar with and including expert experience with ancillary/voluntary products and fully and self-funded medical programs.

- Professional and educated bilingual agents.
- Coordinate and oversee health fairs and flu/COVID shot administration.

5. 4. Identify the number and types of RFPs you have completed in the past 12 months for cities or public entities. Provide at least one real example of savings realized as a result of a single RFP.

Ortegon Insurance Agency has completed several RFPs for fully insured medical plans, self-funded medical plans, voluntary insurance benefits, and more. In the last 12 months, we have completed the following RFPs for our client:

1. Self-Funded Health Plan – Stop Loss Reinsurance Services
 - Scope of Services
 - Proposer Qualifications
 - Required Specifications
 - Evaluation Criteria
 - Stop Loss Spreadsheets
 - BAFO
 - Evaluation Scoring and Recommendations
2. Voluntary Benefit Products - Accident, Cancer, Disability, Critical Illness, Dental, Hospital, Term Life, Universal life, Vision, Whole Life, and Legal insurances
 - Scope of Services
 - Proposer Qualifications
 - Required Specifications
 - Evaluation Criteria
 - Response Questionnaire Spreadsheets
 - Evaluation Committee Scoring
 - BAFO
 - Recommendations
3. Direct Primary Care Services
 - Scope of Services
 - Proposer Qualifications
 - Required Specifications
 - Evaluation Criteria
 - Evaluation Committee Scoring
 - BAFO
 - Contract Negotiations
 - Recommendations
4. COBRA Administrations
 - Scope of Services
 - Proposer Qualifications
 - Required Specifications
 - Evaluation Criteria

- Evaluation Scoring and Recommendations
- 5. 2024 Full Insured Medical Plan
 - RFP Timeline
 - Scope of Service
 - Proposal Requirements
 - Questionnaire
 - Evaluation Criteria
 - BAFO
 - Benefit Comparisons and Recommendations
- 6. Voluntary Supplemental Insurance including Section 125 Cafeteria Plan and Health and Wellness Programs
 - Scope of Services
 - Proposer Qualifications
 - Required Specifications
 - Evaluation Criteria
 - Response Questionnaire Spreadsheets
 - Addendums
 - Evaluation Committee Scoring
 - BAFO
 - Recommendations

Real example of savings of our clients of similar size and scope of work who have achieved plan success through our services, direction, and strategies utilizing the RFP process as follows:

Case 1:

Ortegon Insurance Agency has provided consulting services to several clients regarding their self-funded medical plan and Employee Benefits program, including Section 125. Particularly with San Benito CISD Yvonne Ortegon, Project Manager, and Jay R. Ortegon, Secondary Point of Contact, provided all scope of services listed in this RFP to San Benito CISD. We also developed district specific reports that were presented to the Administration monthly. These reports provided the district with details of how the self-funded program is running by comparing fixed costs, claims, and projections of future claims for budget purposes. Power Point Presentations were customized for the Board of Trustees and were presented at the School Board Meetings on a quarterly basis. Also presented were annual reports.

Ortegon Insurance Agency provided all the services requirements listed in this RFP to assist SBCISD in achieving plan success through our service, direction, and strategies. Please see Letter of Recommendation in the attached References.

Case 2:

Ortegon Insurance Agency has provided consulting services to several clients regarding their self-funded medical program. Particularly with San Benito CISD Yvonne Ortegon, Project

Manager, and Jay R. Ortegon, Secondary Point of Contact, provided all scope of services listed in this RFP to San Benito CISD. We also developed district specific reports that were presented to the Administration monthly. These reports provided the district with details of how the self-funded program is running by comparing fixed costs, claims, and projections of future claims for budget purposes. Power Point Presentations were customized for the Board of Trustees and were presented at the School Board Meetings on a quarterly basis. Also presented were annual reports.

Ortegon Insurance Agency completed several RFPs for fully insured medical plans, self-funded medical plans, and voluntary insurance benefits for San Benito CISD and the following clients:

- City of Edinburg
- City of San Juan
- City of Donna
- City of Mercedes

Ortegon Insurance Agency provides a detailed strategy for going out for RFP's as follows:

- Develop Timeline of RFP process
- Provide Purchasing Department Completed RFP
- Analysis of RFP
- Presentation/Discussion of analysis with Administration
- Presentation/Discussion of analysis and recommendations to Insurance Committee
- Presentation/Discussion of recommendations to City Council Workshops
- Present recommendations at City Council Meeting
- Provide booklets with a complete summary and rates of all insurance products.
- Conduct Open Enrollment meetings to staff in English and Spanish
- Conduct Open Enrollment utilizing Electronic Enrollment and Electronic Phone Systems.
- Provide payroll files to Administration and set up feeds to insurance carriers.
- Audit initial bills of all applicable carriers to ensure accuracy.
- Continue with servicing to both Administration and staff throughout the plan year.

Case 3:

The renewal rates for plan year 10/01/2023 – 9/30/2024 for the City of Donna for their fully insurance medical plan was initially received at a 13% rate increase. Through our negotiation, we were able to lower the initial renewal from 13% to 7.6% to a rate pass. However, the Administration was still given the option to go out for RFP to see if there was a better plan option at a lower cost. We were able to provide them with a better plan design with another carrier and added GAP insurance to cover the entire cost of the deductible. The municipality covered the employee only cost of the medical plan at 100% and the GAP insurance for the employee and any covered dependents at 100% as well. Overall, the municipality was able to

offer its employees a medical plan with lower copays and no deductible at budgetary savings to the employer and at no cost to the employee.

CUSTOMER SATISFACTION GUARANTEE

Yvonne M. Ortegon will be the point of contact to ensure exceptional customer service and resolution of any customer complaints. Utilizing her extensive experience in servicing other school districts and municipalities has provided her with relationships with contacts at insurance carriers to be able to escalate complaints and resolve issues in a timely manner.

5.5. Identify three (3) of your most significant accomplishments on behalf of a municipal organization or similar city in Texas. For each accomplishment, please include a client or former client's name and telephone number who can confirm each claim.

Ortegon Insurance Agency has had several significant accomplishments on behalf of municipalities and school districts as follows:

7. Through the RFP process for a school district's self-funded medical plan, we were able to recommend plan designs and negotiate the rate with the existing insurance carrier to reduce fixed costs by a 6.4% and savings of approximately \$115k for the new plan year.
 - San Benito CISD (Approx. 1,700), 240 N. Crockett St., San Benito, TX 78586, Ph: 956-361-6100, Contact: Lucy Garcia, Insurance Specialist.
8. RFP was conducted for a municipality for a fully insured medical plan. The renewal rate for their medical plan was negotiated from the initial 18% increase to 7.9% increase. After receiving competitive bid responses, we were able to recommend an equivalent plan with another carrier to reduce their renewal rates to a 1.2% decrease.
 - City of San Juan (Approx. 250), 709 S. Nebraska, San Juan, TX 78589, Ph: 956-223-2212, Contact: Adelaida Cordero, Director of Human Resources.
9. RFP was conducted for a municipality for a fully insured medical plan. The renewal rate for their medical plan was initial 41.7% because their premium vs. claims ratio was over 200%. After receiving competitive bid responses, we were able to recommend an equivalent plan with another carrier to reduce their current rates to 25.4%. The following plan year we were able to negotiate their renewal with their new carrier as a rate pass.
 - City of Donna (Approx. 160), 307 S. 12th St., Donna, TX 78537, Ph: 956-464-3314, Ext. 1202, Contact: Mary Calderon, Employee Benefits.

10. Negotiations were conducted for a municipality for a fully insured medical plan. During the renewal process for Plan Year 2024, we were able to successfully reduce the initial renewal of 21.4% rate increase to a rate pass.

- City of Mercedes (140), 400 S. Oho Ave., Mercedes, TX 78570, Ph: 956-565-3114, Ext. 139, Contact: Kristine Longoria, Human Resources Director.

5. 6. What are the steps or due diligence steps you generally adopt before recommending a vendor to your client as a benefit provider?

This is handled through the RFP process. We create, review, and complete the entire RFP process, including timelines, analysis, negotiations, recommendations, presentations, and implementations. Through this holistic process we examine and analyze all vendor plans and past performance to ensure it fits the city's needs. We are completely independent and beholden to no one. This ensures that all our recommendations are always unbiased. Please see the detailed strategy for going out for RFP as follows:

- Develop Timeline of RFP process
- Provide Purchasing Department Completed RFP
 - Including specialized questionnaires and spreadsheets for vendor completion.
- Analysis of RFP
 - Including Evaluation Criteria Scoring and Best And Final Offer (BAFO) requests.
- Presentation/Discussion of analysis with Administration
- Presentation/Discussion of analysis and recommendations to Insurance Committee
- Presentation/Discussion of recommendations to City Council Workshop
- Present recommendations at City Council Meeting

After recommendations and approval from the City Council, the next steps are contract review, implementation process, billing structure, policy review and delivery, and continued vendor management.

YVONNE MICHELLE ORTEGON

3619 S. Border Ave. • Weslaco, TX 78596 • (956) 463-0945 • y_orregon@yahoo.com

EDUCATION

University of Texas at Pan American, Edinburg, Texas; Master's in Business Administration; MBA, May 2005; GPA: 3.75/4.0.

St. Mary's University, San Antonio, Texas; School of Business; BBA, Finance-Risk Management, July 1996; GPA: 3.3/4.0.

CERTIFICATIONS/LICENSES

Agent License for Life, Accident, Health & HMO as of September 1996 in the State of Texas.

- Also Licensed in the States of Louisiana and Georgia

University of Notre Dame, Mendoza College of Business; Certificate of Achievement, Effective Grant Proposal Writing for Nonprofit Executive Programs; November 2015.

EXPERIENCE

Ortegon Insurance Agency, LLC, Weslaco, Texas

November 2016 – Current, Executive Director/Owner/Agent

- Conduct review and analysis of client's compliance with COBRA, HIPAA, Affordable Care Act (ACA), and other Federal and State laws.
- Oversee our electronic enrollment system, Employee Navigator, which includes programming plans from carriers, auditing, and importing current carrier data, and all relevant client data.
- Create, review, and complete the entire RFQ process, including timelines, analysis, recommendations, presentations, and implementation.
- Negotiate and make recommendations to Administration and Council/Boards for all insurance renewals.
- Conduct benefit reviews, recommendations on plan designs, and present and report periodically with Administration and Council/Boards.
- Assist clients with the review and development of their employer paid insurance budgets.
- Analyze fully insured and self-funded plans, create reports/graphs to identify current performance, projections for budget strategies, review of claims data, and make presentations/recommendations to Administration and Council/Boards on a monthly/quarterly basis.
- Manage relationships and negotiate contracts with vendors. Ensure that contract obligations are being met, including customer service, claims processing, and billing accuracy.
- Develop compliance standards and performance guidelines for all third-party benefits vendors, monitoring vendor compliance and performance on monthly, quarterly, and annual basis.
- Audit and reconciliation of vendor billing to ensure accuracy.
- Assist clients with filing of the auditing and filling of the annual IRS filing of Form 1095C and 1094C.
- Assist clients with developing and providing a successful Employee Wellness Program.

Texas RioGrande Legal Aid, Inc. (TRLA), Weslaco/Mercedes, Texas

July 2003 – July 2018, *Director of Human Resources & Director of Employee Benefits*

- Managed of the Human Resource and Employee Benefits Departments.
- Responsible for Union negotiations by preparing proposals and presenting recommendations pertaining to HR issues, guidelines, and employee benefits.
- Manage the company's 401(k) Profit Sharing Retirement Plan as one of the Plan Administrators, including managing the plan design, compliance, administration, and preparing and assisting in the annual audit and filing of the Form 5500 in compliance with IRS regulations.
- Attend quarterly board meetings, including preparation of applicable agenda item(s) and supporting documentation to present to the Board of Directors.
- Conduct investigations and provide guidance to Managers relating to employee complaints regarding Sexual Harassment, Workplace Violence, Discrimination, Health and Safety, and any other related Human Resources (HR) matters.

- Responsible for developing and implementing employee and labor relations strategies for the organization.
- Review and responsible for updating the Employee Handbook and Office Policies and Procedures manual, and the Collective Bargaining Agreement when needed.
- Responsible for new hire orientation, enrollments, insurance changes, and payroll adjustments.
- Responsible for sending required benefits notices to terminating employees in compliance with state and federal laws.
- Develop and deliver training to management and staff regarding personnel policies/procedures and state/federal compliance training in the areas of Sexual Harassment, Family and Medical Leave Act (FMLA), American with Disabilities Act (ADA), and Title VII.
- Responsible for unemployment, including working with third party administrators and representing the company in unemployment appeals and telephonic hearings. Work with managers and ensure they are trained in regard to their role in the appeals process.
- Assures compliance with all provisions and regulations under ERISA, EEOC, COBRA, Health Insurance Portability and Accountability Act (HIPAA), OSHA, Workers' Compensation, FMLA, and ADA compliance.
- Monitor and implement the policies established by state and federal laws in the areas of employee benefits (medical, dental, life, disability, flexible spending accounts, Section 125 and voluntary products) and leave of absences (Family and Medical Leave Act and American with Disabilities Act) for 300+ employees.
- Supervise preparation of reports required by law to be filed with state and federal agencies, such as Internal Revenue Service (IRS), Department of Labor (DOL), and other regulatory agencies.
- Manage relationships and negotiate contracts with third-party benefits providers. Ensure that contract obligations are being met and overall associate satisfaction with existing programs.
- Develop compliance standards and performance guidelines for all third-party benefits vendors, monitoring vendor compliance and performance on monthly, quarterly, and annual basis.
- Plan, coordinate, and execute all aspects of Welfare Benefit Plans' annual open enrollment, including preparation of requests for proposals, analysis of insurance company proposals, plan implementation, and transition to new carriers.
- Work with the Accounting Department to develop current and projected budget amounts relating to salaries and employee benefits.
- Developed and maintained the organization's Employee Wellness Program.

WorldCom, Denver, Colorado

October 2000 – August 2002, *Health Support Services Manager*

- Proactively managed the Health Support Services (HSS) team that consists of nine professionals who were responsible for the day-to-day administration for leaves of absences (FMLA and ADA), unemployment administration, short-term and long-term disability benefits, workers' compensation, and death claims for 60,000 employees in all 50 states and Puerto Rico.
- Responsible for recruitment, new hire orientation, training, and retention for the HSS department.
- Conducted annual staff evaluations; recommendations for staff rehire/termination.
- Responsible for investigating department complaints, addressing employee related issues, providing disciplinary assessments, and ensuring compliance of state and federal laws when processing terminations of employment.
- Reviewed and maintained the department's office policy and procedures manual. Ensured the compliance of state specific laws affecting FMLA and ADA for all 50 states.
- Developed and delivered extensive training to HR Field and management on leave of absence policies/procedures.
- Responsible for customer satisfaction (employee/manager/HR) including responding to escalations and researching high level strategic partner errors and eligibility concerns.
- Motivated and supported the team throughout changes in policy, reduction in forces, and all other issues that affect employee moral.

La Joya Independent School District, La Joya, Texas

July 1997- October 2000, *Employee Benefits Coordinator*

- Managed the District's Insurance Department.
- Responsible for the District's self-funded budget in the amount of \$2.3 million.
- Monitor and implement the policies established by state and federal laws in the areas of employee benefits (medical, dental, life, disability, flexible spending accounts, Section 125 and voluntary products) and leave of absences (Family and Medical Leave Act and American with Disabilities Act) for 2300+ employees.
- Responsible for unemployment, including working with third party administrators and representing the district in hearings.
- Responsible for HIPAA compliance.
- Responsible for new hire orientation, enrollments, insurance changes, and payroll adjustments.
- Conducted oral presentations to campus/departments explaining employee benefits (English and Spanish).
- Coordinated and managed the district's wellness program.
- Represented the district in grievance procedures.
- Provided annual presentations to the Board of Trustees.
- Supervised and trained staff to respond and resolve employee concerns.
- Conducted annual staff evaluations; recommendations for staff rehire/terminations.

Weslaco Independent School District, Weslaco, Texas

January 1997-July 1997, *Risk Management*

- Assisted the Risk Manager in all tasks.
- Monitored and implemented the policies in the area of insurance, unemployment, leave of absence (FMLA and ADA), workers' compensation, and employee benefits for 1900+ employees.
- Responsible for HIPAA compliance.
- Responsible for new hire orientation, enrollments, insurance changes, and payroll adjustments.
- Ensured that each insurance carrier bill was audited with the payroll registry and any issues were resolved on a monthly basis.
- Conducted oral presentations to employees explaining insurance benefits (English and Spanish).

The Prudential, San Antonio, Texas

July 1996-December 1996, *Special Agent*

- Responsible for recruiting and qualifying new clients.
- Advised clients in the selection of retirement planning, life insurance needs, disability preparation, college funding, estate preservation, and portfolio investments.
- Licensed in Texas with Life, Accident, Health, and HMO contract licenses.

SKILLS

Extensive experience with Windows and Mac operating systems.

Spanish spoken and limited proficiency written.

Licensed in Texas with Life, Accident, Health and HMO contract licenses.

Captain (R) Jay R. Ortegon

2018 Las Cruces St., Weslaco, TX 78596; C(956)532-8721; jay.ortegon@gmail.com;

SUMMARY: PROVEN LEADER WITH SUCCESSFUL ORGANIZATIONAL MANAGEMENT, OPERATIONAL PLANNING, AND LOGISTICS EXPERIENCE. STRONG ABILITY TO COORDINATE AND MANAGE MULTIPLE TASKS SIMULTANEOUSLY AND IMPLEMENT EFFECTIVE SOLUTIONS IN COMPLEX ENVIRONMENTS WITH OFTEN AMBIGUOUS BOUNDARIES AND/OR OBJECTIVES. WORKING KNOWLEDGE OF RUSSIAN, SPANISH AND ARABIC LANGUAGES.

PROFESSIONAL EXPERIENCE

Ortegon Insurance Agency

Director of Operations

Weslaco, TX

March 2019 – Current

- Assists Executive Director in all aspects of Agency Operations to include: day to day operations of the agency, providing customer service, helping with claims administration, managing membership data, and ensuring accuracy of billing to aid client operations.
- Program and maintain our electronic enrollment system which includes programming plans from carriers, auditing and importing current carrier data, and importing all relevant client data.
- Program and maintain electronic data interfaces/exchanges with insurance carriers ensuring accuracy of enrollment data and compliance with all applicable HIPPA Laws and Privacy of Sensitive Information.
- Plans and implements enrollment schedules, timelines and processes increasing consistently bringing employee participation to a 98% average.
- Implemented a Phone Enrollment system and Appointment system to ensure open enrollment execution during Covid-19 pandemic to ensure each employee had an opportunity to enroll while allowing for non-contact.
- Analyze enrollment data from year to year and make detailed reports to illustrate participation by plan type incorporating changes to plans and rates in order to brief clients on trends.
- Provide a detailed Payroll File to administration to include relevant employee data, deduction codes, amounts, and pre/post tax indications to include ended deductions if necessary.
- Audit carrier data, invoices, and clients payroll deductions in order to ensure accuracy leading to an average of roughly 99.2% depending on client and carriers involved.
- Create Enrollment booklets for clients illustrating different carriers, plans, and rates making one source with all data for each client/ employee to decide on their insurance elections.

Con Cariño Primary Home Care
Operations Manager

Weslaco, TX

June 2010 – December 2014

- Served as the Operations Manager for a Primary Home Care (PHC) with over 400 clients and 300 employees.
- Ensured that the PHC was in compliance with all state and federal regulations by coordinating with multiple state agencies, reviewing all charts and employee background checks, and reviewing all processes of the operations.
- Identified and defined shortcomings in PHC operations, developed corrective actions, and implemented solutions for best practice resulting in increased efficiency and 100 percent compliance with all state regulation audits.
- Streamlined administrative processes resulting in a reduction in administrative personnel by 12.5% while still achieving a growth increase of 25%.
- Implement and maintained a Quality Assurance Program to capture and measure client care outcomes, care planning, and coordination of client care services resulting in a 99.5% average score during State Quality Assessment Reviews.
- Developed and Implemented payroll and billing procedures to account for discrepancies of billing and payroll. These procedures increased billing accuracy to 99.5%.
- Conducted budget reviews to economize/justify spending which resulted in thousands of dollars saved each year.
- Developed and maintained a complete Policy Manual in accordance with state licensing and contracting guidelines. Revised policy and procedures as necessary to ensure optimal workflow and compliance with all state regulations.

United States Army

Captain, 2nd Brigade, 1st Cavalry Division

Brigade Logistics Officer

May 2006 – June 2010

Fort Hood, TX

June 2009 – June 2010

- Served as the Primary Logistics Management Specialist dealing with U.S. Army Sustainment Command RESET, Left Behind Equipment (LBE) and Army Force Generation (ARFORGEN).
- Managed the Reset Section responsible for the planning, coordination, and implementation of the Brigade's Equipment Reset totaling to over 30,000 pieces of equipment totaling to over a billion dollars.
- Submitted, reported, and presented accurate equipment projections and requests, and supervised coordination and workflow for over seven reset and procurement programs for the Brigade in lieu of the Brigade Project Manager.
- Created and presented several briefings of the Brigade's Reset plan and ongoing status, and briefed it to higher commands as well as the Reset Managing Director for U.S. Army Forces Command (FORSCOM).
- Synchronized with higher command on the maintenance statuses, number of vehicles and equipment appropriated to the Brigade, and reported to the Division level the forecasted training/deployment capabilities for the Brigade.

- Supervised the shipment and reception of the Brigade's equipment returning from Iraq to Fort Hood.
- Planned, coordinated, and executed the fielding and training of new equipment for the Brigade based off the unit's need, deployment timeline, and special personnel available.

First Lieutenant, Headquarters Company, 1-5 Cavalry, 2nd Brigade, 1st Cavalry Division

Fort Hood, TX

Executive Officer

January 2008 – May 2009

- Coordinated and directed logistical support for over 220 personnel in support of METL/Deployment training enabling the unit to complete all training and milestones required to deploy.
- Developed and implemented property accountability systems to manage a company property book in excess of \$43 million such as: formulated supply policy and procedures, conducted inspections and audited organizational hand receipts, identified and defined problems in property management operations, developed corrective actions and implemented recommendations, and created new property accounting and management support concepts resulting in zero loss of equipment and 100% accuracy in property documents and reporting.
- Developed and implemented a highly successful Command Supply Discipline Program in a company where virtually none existed and brought the accuracy of the Commander's property book from roughly 70% to 100%.
- Utilized Army reconciliation initiatives and on-post resources, that resulted in over \$400,000 of excess property returned to Army control for refurbishment and issue to units in need.
- Solely executed a large number of Supply Sergeant (92Y20) duties while the company had none assigned, signed for equipment valued in excess of \$10 million for the battalion and processed all inventory and document adjustments.
- Coordinated logistical support for two level-one Tank and Bradley Gunnery Trainings, one Brigade Exercise lanes training, one JRTC rotation to Fort Polk, LA., and deployment of all Headquarters' containers and equipment to Iraq.
- Coordinated maintenance support for over 80 combat platforms minimizing time vehicles and equipment were inoperable keeping the company consistently over a 95% readiness rate.
- Successfully conducted two changes of command allowing a smooth transition with 100% accountability.
- Planned and supervised the turn-in of all non-deploying property to the Army Sustainment Command contractors at Fort Hood resulting in over hundreds of non-essential equipment pieces transitioned to ASC control.

Second Lieutenant, Bravo Company, 1-5 Cavalry, 2nd Brigade, 1st Cavalry Division

FOB Liberty, Iraq

Platoon Leader

June 2007 – January 2008

- Supervised a mechanized infantry platoon consisting of 39 personnel, 2 M1 Abrams Tanks, 2 M2A3 Bradley Fighting Vehicles, 6 M1114 Armored Hummers, and all other assigned equipment valued in excess of \$17 million.
- Conducted combat operations in a company area of responsibility in Ameriyah, Iraq, consisting of 8 municipalities and a population of approximately 45,000 residents in 11 square kilometers.
- Conducted a wide variety of combat/support operations to include raids, counter-IED patrols, cordons and searches, investigations, combat outpost defense, census operations, relations with key leaders, and humanitarian aid missions.
- Planned, supervised, and executed over 130 combat missions, safely, which hindered enemy strength, denied terrain to the enemy, gathered intelligence and atmospherics from local nationals.
- Led the platoon through multiple enemy contacts with insurgents, under fire, in a decentralized, fluid atmosphere, without any supervision, always completing mission objectives with zero loss of personnel.
- Created a detailed investigation format which became disseminated as the new battalion Standard Operating Procedure when the unit's mission changed from kinetic operations to police-type investigative work.
- Trained Iraqi Army and Police counterparts on the planning and execution of urban patrols, infantry tactics, first aid, and marksmanship fundamentals on a daily basis improving their Skills and Operational competency.
- Maintained a close working relationship with the Iraqi Army and local Police on daily joint patrols bridging the cultural gap which established a solid foundation between our unit and our Iraqi counterparts.
- Interacted with locals on a daily basis gathering atmospheric data, most times, without the help of an interpreter.

EDUCATION AND TRAINING

Bachelor of Science, Russian and Arabic
United States Military Academy

May 2006
West Point, NY

Professional Certifications:

General Lines Agent – Property and Casualty.....2019
General Lines Agent – Life, Health and HMO.....2019

VOLUNTEER EXPERIENCE

Youth Ministry Coordinator – St. Pius Catholic Church.....2019-2020
High School Catechist – St. Pius Catholic Church.....2017-2019
Junior High Catechist – St. Pius Catholic Church.....2010-2019

ARMANDO GARCIA

429 PATRICIA AVENUE · MERCEDDES · TEXAS · 78570
(956) 648-4451

OBJECTIVE

To obtain a full-time position as an Agent.

EXPERIENCE

RJ GARZA & Co. Weslaco, TX 2018- Present
Agent

- Visit all types of business offices and offer our services to their office.
- Inform prospects that if they are not getting the proper service from their current agent, we would be glad to service their account.
- Handle any customer service issues that arose with clients.
- Run quotes online from carriers so that we can show the clients.
- Sell the policy and meet with the employees for the enrollment process.
- In charge of the individual health department. (Quoting, selling, servicing)
- Advise clients of changes on health care laws to help them make the best decision.

Gallagher Benefit Services Weslaco, TX 2016- 2018
Agent

- Visit all types of business offices and offer our services to their office.
- Inform prospects that if they are not getting the proper service from their current agent, we would be glad to service their account.
- Handle any customer service issues that arose with clients.
- Run quotes online from carriers so that I can show the clients.
- Sell the policy and meet with the employees for the enrollment process.

Cuellar and Associates Weslaco, TX 2009- 2016
Agent

- Visit all types of business offices and offer our services to their office.
- Inform prospects that if they are not getting the proper service from their current agent, we would be glad to service their account.
- Handle any customer service issues that arose with clients.
- Run quotes online from carriers so that I can show the clients.
- Sell the policy and meet with the employees for the enrollment process.
- In charge of the individual health department. (Quoting, selling, servicing)

A + Therapy Mission, TX 2008-2009
Marketing Rep

- Educate Doctors on the types of therapy services and programs available in order to help their patients reach their goals.
- Request patient referrals from the Doctors offices.
- Duties included; but were not limited to marketing, rehab tech, driver, maintenance, billing.

Laredo National Bank Weslaco, TX 2006-2008
Teller Operations

- Interact with customers to conduct their desired transactions.
- Ensure that current customers needs are being met and visit potential customers to see what we can do to bring their business to the bank.
- Communicate with customers by phone in regards to account balances/ loan application status.
- Duties include; but are not limited to, cashing checks, deposits, ordering cash shipments, balancing the ATM machine, balancing the Tax, Treasury and Loan deposits, balancing pesos, and balancing the vault.

Shea Catering Weslaco, TX 2000-2008
Runner/ Server

- Duties include catering services to client's guests.

Texas State Bank Weslaco, TX 2005-2006
Teller

- Interacted with customers and conducted their desired transactions.
- Communicated with customers by phone in regards to account balances or loan application status.
- Duties included; but were not limited to, cashing checks, deposits, balancing the ATM, and balancing the Tax, Treasury and Loan deposits.

H-E-B Grocery Company Mercedes, TX 2000-2006
Customer Service Assistant/ Cashier

- Duties included assisting customers with their needs.
- Additional duties were in different departments such as the produce department, dairy department, market department, grocery department, and general merchandise department. I was trained in all aspects of the mentioned departments.

EDUCATION

Mercedes High School	Mercedes, TX	1998-2002
■ Graduated May, 2002		
University of Texas- Pan American	Edinburg, TX	2002-2004
■ General studies/ Business courses.		

BACKGROUND

Fluent in English and Spanish.

Computer literate

Willing to travel.

Punctual and dependable.

Able to maintain good relations with general public.

REFERENCES

Gracie Flores	(956) 463-3330
Saul Castillo	(956) 463-4574
Joe Martinez	(956) 650-4808

Resume

Robert Rodriguez

- Robert Rodriguez, Managing Servicing Agent, will be the managing agent for STISD.
 - Act as a liaison between Administration/Employees and the insurance carriers, and assist Administration in day-to-day insurance related tasks when onsite.
- Licensed General Lines Agent for Life and Health in Texas as of 1999.
- Mr. Rodriguez has over 20 years' experience in the Insurance/Employee Benefits field.
- He has extensive experience in working with clients as an onsite representative and a general servicing agent. Assists Administration in completing audits/tasks related to insurance. Acts as a liaison between the client and the carrier. Promptly responds to questions and assists assist Administration with insurance related tasks. Coordinates with Section 125 Cafeteria Plan and client to ensure compliance. Provide excellent customer service to Administration.
- Maintains confidentiality with client records and data as required by HIPAA and other State/Federal Laws.



JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Ortegon Insurance Agency, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Yvonne Ortegon
NAICS: 524210, 541612 UNSPSC: 64122003, 84131600, 84131601, 84131602, 84131603, 84131604
Certification Number: WOSB230282
Renewal Date: January 31, 2026
WOSB Regulation Expiration Date: 01/31/2026



April Day

April Day, Women's Business Enterprise
Alliance President

Paula A. Prince-Easton

Pamela Prince-Easton, WBENC President & CEO

Lakesha White

Lakesha White, Sr. Vice President, Certification

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1814518759900
Approval Date: February 4, 2022
Scheduled Expiration Date: February 4, 2026

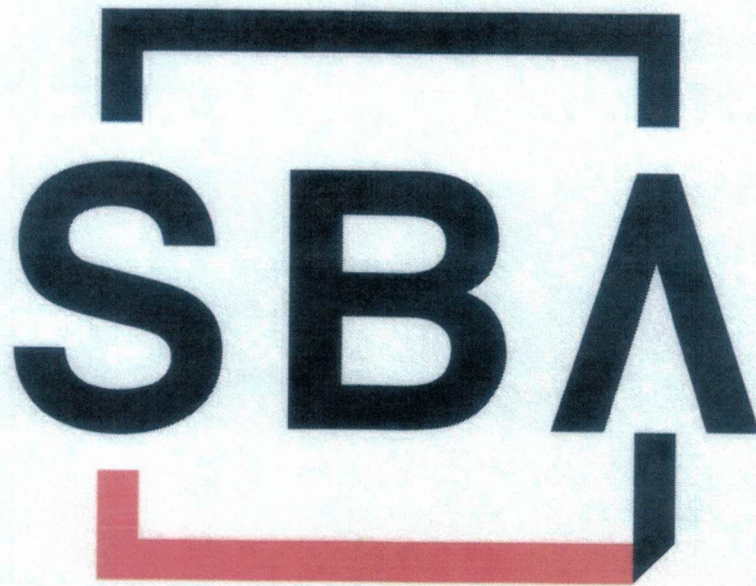
Texas Comptroller of Public Accounts (CPA), hereby certifies that

Ortegon Insurance Agency, LLC

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 **February 4, 2022**, 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, business location) 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.

*Statewide HUB Program
Statewide Procurement 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, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.



U.S. Small Business
Administration

WOSB CERTIFIED



General Lines Agency

Qualification Effective Dates

Life, Accident, Health & HMO 06/08/2021

ORTEGON INSURANCE AGENCY LLC

NPN: 19713665

505 S TEXAS BLVD

WESLACO, TX 78596-6220

is authorized to transact business as described above

License No: 2680078 Issue Date: 06/08/2021 Expiration Date: 06/08/2027

Generated by Sircon 343935082

TEXAS
DEPARTMENT OF INSURANCE

THIS IS TO CERTIFY THAT



ORTEGON INSURANCE AGENCY LLC

505 S TEXAS BLVD

WESLACO, TX 78596-6220

LICENSE NUMBER: 2680078

NPN: 19713665

IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN
ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN
BELOW:

General Lines Agency

Life, Accident, Health & HMO

Issue Date: 06/08/2021

Expiration Date: 06/08/2027

Generated by Sircon 343935082



General Lines Agency

Qualification Effective Dates

Property and Casualty 06/22/2021

ORTEGON INSURANCE AGENCY LLC

NPN: 19713665

505 S TEXAS BLVD

WESLACO, TX 78596-6220

is authorized to transact business as described above

License No: 2686330 Issue Date: 06/22/2021 Expiration Date: 06/22/2027

Generated by Sircon 343935153

TEXAS
DEPARTMENT OF INSURANCE

THIS IS TO CERTIFY THAT



ORTEGON INSURANCE AGENCY LLC

505 S TEXAS BLVD

WESLACO, TX 78596-6220

LICENSE NUMBER: 2686330

NPN: 19713665

IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN
ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN
BELOW:

General Lines Agency

Property and Casualty

Issue Date: 06/22/2021

Expiration Date: 06/22/2027

Generated by Sircon 343935153



Risk Manager Agency
ORTEGON INSURANCE AGENCY LLC
505 S TEXAS BLVD
WESLACO, TX 78596-6220

is authorized to transact business as described above

License No: 3095875

Issue Date: 11-08-2023

Expiration Date: 11-08-2025

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TEXAS DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT ORTEGON INSURANCE AGENCY LLC 505 S TEXAS BLVD, WESLACO, TX 78596-6220 LICENSE NUMBER: 3095875	 IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW: Risk Manager Agency Issue Date: 11-08-2023 Expiration Date: 11-08-2025 Generated by Sircon 308854532
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Mayor:
Mayor Pro-Tem:
Commissioners:

Mario Garza
Leonardo "Lenny" Sanchez
Ernesto "Neto" Guajardo
Jesus "Jesse" Ramirez
Marco "Markie" Villegas

September 15, 2020

To Whom It May Concern:

I have had the opportunity and pleasure in working with Mrs. Yvonne Ortega as our Agent of Record for the City of San Juan since October 2019. She has proven to be dedicated and committed to our City; moreover, she has the employee's best interest at heart.

Mrs. Ortega has been instrumental in ensuring the City's compliance with COBRA, HIPAA, Federal and State required reporting, cost containment, contract analysis, and vendor compliance. She has provided excellent customer service to our administration and employees. She has also worked extremely well with our Human Resources and Finance employees – they feel comfortable working with her and her staff.

Ms. Ortega has also conducted and overseen our annual Open Enrollments. This includes providing our employees with benefit booklets and presentations in English and Spanish to ensure our employees understand the benefits that are available to them. Her agency also provides our Department of Finance (payroll) with the necessary payroll adjustment reports and assists in monthly audits of all insurance carrier billing to ensure accuracy.

Overall, Ms. Ortega has been able to maintain/secure all our insurance benefits and rates at the same cost with no increase in rates and no benefit plan changes. She also coordinates and oversees the City's Annual Health Fair, which has been a tremendous success. Our employees have participated more this past year and look forward to the upcoming.

In closing, our City has not worked with an Agent of Record that is as dedicated and detailed oriented as Mrs. Ortega; therefore, it is my honor to recommend her to your organization as your Agent of Record. Her work ethic is commendable and much appreciated and look forward to a continued working relationship with Ms. Ortega for future years to come.

Should you have any questions or require additional information, please contact me at (956) 821-4085.

Sincerely,

Adela Cordero
Director of Human Resources



Dr. Nate Carman
Superintendent of Schools

August 23rd, 2020

RE: Recommendation for Yvonne Ortegon

To Whom It May Concern,

I have had the opportunity to work with Yvonne Ortegon in her capacity as the Insurance Agent of Record for San Benito CISD since September, 2017.

Over each of the past three years I have observed the enrollment of our employees implemented by Ortegon and have found it to be efficient and effective. Our employees received information and support in a timely manner, enabling them to make the correct decisions regarding their insurance options.

Additionally, I have witnessed the customer service our employees received throughout each plan year. Calls and emails from our employees were answered in a timely fashion and appropriate support was given to our employees, especially when they needed it most. People don't tend to call an agent during a plan year unless they are dealing with a health concern. Yvonne and her staff were empathetic in their approach and we received positive feedback regularly.

Finally, Yvonne prepared and presented reports regarding our plan implementation to our Board of Trustees regularly. Her reports were timely and useful. She did an excellent job of providing enough information so that it was digestible and meaningful.

It is without hesitation that I recommend Yvonne Ortegon to your organization as your Agent of Record.

If I can provide further information, please do not hesitate to contact me.

Sincerely,

Nate Carman, Ed.D.

Dr. Nate Carman

Board of Trustees

Orlando López
President

Sonia Weaver
Vice-President

Janie G. Silva
Secretary

M.L. Garcia
Angel Mendez
Baldemar Olivarez, Jr.
Victor Eloy Rosas

San Benito Schools - The Gold Standard in Public Education

240 N. Crockett St. • San Benito, TX 78586 • 956.361.6110 • www.sbcisd.net

It is the policy of the San Benito CISD not to discriminate on the basis of race, color, national origin, gender, or disability in its educational and Career and Technology programs, services or activities as required by Title VI of the Civil Rights Act of 1964.



Employee Benefits at its Finest



Health
Cancer
Hospital Indemnity
Identity Protection
Critical Illness
Term Life

Accident
FSA
Whole Life
Disability
Vision
Dental

ORTEGON

INSURANCE AGENCY, LLC

How can we help you?

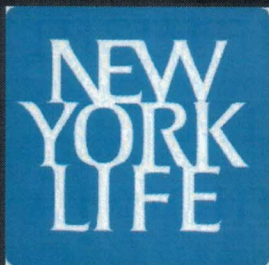


- Benefit Education Materials
- Electronic Enrollment System
- Open Enrollment Services
- Online Enrollment Availability
- Benefit Information Presentations
- Coordinate Health Fairs
- Assist with Employee Changes and Updates
- Assist with Claims and Administrative Issues with Carriers
- Insurance Consulting Services
- Carrier Feeds of Electronic Data
- Call Center Capabilities
- Dependent Verification Services
- EOI Administration
- ACA Administration
- IRS 5500 Filings
- Cobra and HIPPA Compliance
- Human Resource Consulting



Some of the Insurance Carriers We Are Appointed with

Our company has relationships and connections with many different insurance carriers and we are experts in group plan maintenance, coordination, and implementation.



Over 30 Years of Combined Experience in the Insurance and HR Industries

Our core beliefs when working with our clients include



- Excelling at matching clients and individuals with value-driven service plans and services.
- Working with integrity and supplying our clients with candid, expert advice, and caring customer service.
- Recommending personalized plans tailored to fit the client's needs.
- Working tirelessly to ensure superior customer service.
- Helping ensure your company can offer an employee benefits package that supports your workforce and meets your goals.
- Maintaining strong relationships with insurance carriers to provide the best information on products, and ensure any claims or questions are answered in a timely manner.
- Having a professionally educated staff that is bilingual and experienced with medical products, voluntary products, and self-funded medical programs.



Meet Our Team



Yvonne M. Ortegon - Agent / Broker/ Owner - Account Manager

Yvonne Ortegon was born and raised in Weslaco, TX. She holds a Bachelor's degree in Finance - Risk Management from St. Mary's University in San Antonio, TX. She also earned a Masters in Business Administration (MBA) from the University of Texas Pan American in Edinburg, TX. She has been licensed as a General Lines Insurance Agent in the State of Texas since 1996 and has over 25 years' experience in the Insurance, Employee Benefits and Human Resource fields. She also has extensive experience working with counties, municipalities and school districts.

Jay R. Ortegon - Agent / Director of Operations - Account Manager of Employee Navigator

Jay Ortegon was born and raised in Weslaco, TX. He is a Retired Disabled Captain of the US Army. He graduated from the United States Military Academy at West Point. He is licensed in the State of Texas as a Life and Health Counselor, General Lines Agent for Life and Health and Property and Casualty Insurance, and a licensed Risk Manager. He has over 5 years' experience in the Employee Benefits and Risk Management fields.

Anna Michalle Rodriguez Monzon - Agent / Broker

Anna Rodriguez has been a licensed as a General Lines Insurance Agent in the State of Texas since 2022. She has worked with several school districts, counties, and municipal accounts of similar size and scope of service.

Robert Rodriguez - Agent / Broker

Robert Rodriguez has been licensed as a General Lines Insurance Agent in the State of Texas since 1999. He has worked with several municipal accounts of similar size and scope of service.

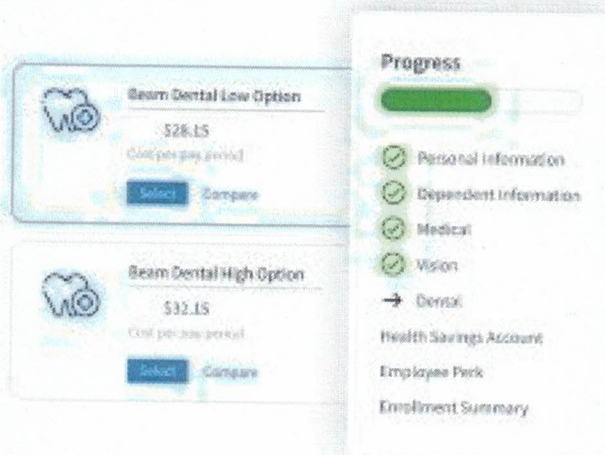
Dominic Rodriguez - Agent / Broker

Dominic Rodriguez has been licensed as a General Lines Insurance Agent in the State of Texas since 2007. He has worked with several municipal accounts of similar size and scope of service.

Make Benefit Administration Easy with Employee Navigator



- A fully integrated solution that takes the administration out of benefits administration.
- Makes it easy for employees to enroll and manage their own benefits.
- Monitor employee enrollment statuses and deadlines.
- Eliminate manual reporting with insurance carriers.
- Employees can enroll and access their benefits online from their mobile device.
- Integration with carriers, TPAs, and payroll vendors.
- Automatic employee updates and notifications.
- Self service portal can allow employees to update their own information and view their documents efficiently.
- Enrollment is as easy as
 - Logging in
 - Verifying Personal Information
 - Selecting Coverages
 - Adding Beneficiaries
 - Reviewing all Selections
 - Pressing Click to Sign



ORTEGON

INSURANCE AGENCY, LLC



Address:

505 S. Texas Blvd.
Weslaco, TX 78596

Phone:

956-373-1109

Email:

yvonne@ortegonagency.com

Website:

ortegonagency.com

*Insurance can be complex.
Don't be overwhelmed, we are here to
help.*



Response Deadline: 4/15/2025

INSURANCE BENEFITS CONSULTANT

RFP# 2025-005

Prepared for
City of Edinburg

Presented by:
Zach Gingrich

Director of Employee Benefits

Pathfinder LL&D Insurance
Group





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Qualifications and Experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

Pathfinder LL&D Insurance Group combines years of experience with leading-edge products to provide exceptional service and value to our customers. We provide a full range of consulting services including employee benefits and property and casualty.

Headquartered in Texas, we think globally but act locally, with personal services designed specifically for each individual client. Pathfinder LL&D Insurance Group shares information and resources with national networks of brokers to ensure we can meet your every need and find answers to your questions quickly and efficiently.

Pathfinder LL&D Insurance Group is privately owned and operated. This gives us a unique advantage to serve the City of Edinburg with the experience and expertise of a national organization, while also providing the attention to detail and care of a private consulting firm. Our mission is simply: we win when our clients win. Our independence allows us to focus on the needs of our clients without any external influences of investors or private equity. It allows us to be nimble and creative in the marketplace to better serve our clients.

Our Value Proposition

Our goal is to achieve a long-term relationship focused on bringing value to your employee benefits management and insurance programs. We are committed to utilizing our collective talent to support your insurance goals.

We promise to identify activities that drive claim frequency and implement an action plan to control health care costs and promote a healthy work environment for your employees.

2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses (General Lines Agent for Life and Health), etc.

Pathfinder LL&D Insurance Group has put together a team of experienced consultants and advisors to serve the City of Edinburg. Our team has experience servicing public entities across Texas as both as an advisor and a representative of an insurance company. This gives us a unique perspective and enables us to effectively advise the City of Edinburg on the complexity of your insurance programs. All employees hold active licenses with the Texas Department of Insurance.



Wes Kurtz
Chief Executive Officer

Wes serves as the Chief Executive Officer for Pathfinder LL&D Insurance Group. Wes oversees all operations of Pathfinder LL&D Insurance Group to ensure world-class service and industry-leading solutions are implemented for all of Pathfinder's clients. Wes, and Pathfinder have been nationally recognized as a leading private insurance firm serving Texas since 1913. Prior to entering the insurance industry, Wes served in the United States Air Force. He brings the same level of service, discipline, and commitment to success to Pathfinder LL&D and its clients.

Zach Gingrich
Director of Employee Benefits

Zach has served public entities across the state of Texas, including multiple entities throughout the Rio Grande Valley. He specializes in consulting for large entities and providing detailed consulting for both fully insured and self-funded insurance programs. His unique experience enables him to assist entities in evaluating the various options available to public entities in Texas, including TML, TRS, TASC, and other programs. Over his career, Zach has served entities close to the City of Edinburg, including the City of Edinburg, La Joya ISD, Mission CISD, San Benito CISD, Weslaco ISD, and various other public entities. He is familiar with the healthcare systems and providers throughout the greater Rio Grande Valley.

Zach has worked at a national consulting and brokerage firm but now oversees all operations of Pathfinder LL&D's employee benefits division. From his experience, Zach is a firm believer in the power of a private consulting firm to ensure he can advise each client to their specific needs and operations, without any outside influences. Zach has served on the Executive Advisory Committee for Blue Cross Blue Shield to provide feedback and guidance from an independent advisor's perspective.

Mari Fernau
Sr. Account Manager

With two decades of experience in the insurance industry, Mari Fernau has established herself as a dedicated and knowledgeable Employee Benefits Professional. Her career began in 2004 working for a major health insurance provider in Texas. She held various leadership roles in their claims, new business, account management departments, which created that solid foundation of insurance knowledge. With the ever-evolving healthcare landscape, she turned her focus to the world of employer benefits consulting. Mari is passionate about helping clients understand their benefits and goes the extra mile to assist with their inquiries and concerns. Her ability to navigate complex insurance policies has made her a trusted benefits advisor. She has a proven track record of successfully managing accounts and building long-lasting relationships. Mari consistently strives to enhance employee well-being through strategic benefits management while maximizing savings for employers.

3. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services in similar size and scope

Pathfinder LL&D's team of consultants has serviced various accounts similar to the City of Edinburg over the past 36 months. Specializing in public entities, Pathfinder LL&D's advisors handle both commercial and not-for-profit entities. This gives us the advantage of understanding the insurance marketplace as a whole and advising on issues applicable to all employers.



Our range of value-added services includes delivering you custom solutions for all of your health care management needs, including benefit plan analysis, contribution strategies, health and wellness education and training, claims analysis, and developing employee policies and consumer-driven programs.

✓ **Carrier Analysis/Situation Analysis**

You face many employee benefit challenges, including internal resources, time management, employee education, compliance with federal and state legislation, trend increases, pharmacy costs and increased litigation activity. This demanding environment dictates a change in the way you purchase and manage your insurance programs. In order to compete in your marketplace, you must adopt a total-cost-of-employee-benefits management philosophy based on data-driven decisions and globally positioned communications. We specialize in evaluating, negotiating with, and recommending insurers and providers to our clients, and we employ rigorous selection criteria and performance objectives when considering a vendor.

✓ **Plan Implementation**

Securing the best insurance package for your business begins with planning. Analyzing all your risks is critical to the successful implementation of your employer group benefits. Pathfinder LL&D Insurance Group will partner with you by providing ongoing assistance, consultation and service that will help you control your insurance expenses, choose the best plan to fit your company's needs and promote health care consumerism.

✓ **Data Analysis**

Data analysis allows you to manage and reduce your claims activity. By analyzing your losses with a sophisticated data analysis tool, we can help you develop cost containment strategies and employee communication campaigns that will target areas with the highest potential to reduce high-dollar claims and high utilization.

✓ **Communications**

Understanding the increased complexity of employee benefits is a challenge. Staying abreast of the issues you face and developing strategies to meet the constant demands of business can give you a competitive edge. Pathfinder LL&D Insurance Group's communication programs will help you stay on top of the changes affecting the employee benefits industry.

✓ **Compliance Resources**

Do you find it difficult to keep up with legislation affecting insurance, your industry and your business? Pathfinder LL&D Insurance Group can provide *Legislative Brief* educational articles to help you understand important regulations and stay in compliance. Our materials cover health care reform, COBRA, HIPAA, FMLA, Medicare Part D, ADA, state-specific legislation and more.

✓ **Human Resources Education, Tools and Forms**

We offer the support that your HR department needs, including educational articles on important HR issues, plus tools such as surveys, checklists, letters and forms. In addition, we can provide a comprehensive employee handbook and help you develop policies unique to your company.

✓ **Employee Satisfaction**

Employee satisfaction is paramount to retaining top employees. Pathfinder LL&D Insurance Group can help you measure employee satisfaction and engagement, plus develop strategies to improve these areas. In addition, you'll have access to fully customizable benefits statements to educate employees on the full value of their benefits and increase employee appreciation of their total compensation.



✓ **Workplace Wellness**

Pathfinder LL&D Insurance Group is committed to helping you implement workplace wellness initiatives that will reduce health care costs and increase employee productivity and satisfaction. We can build and customize a wellness campaign specific to your company and employee needs. Through our online services, we can provide payroll stuffers, posters, employee newsletters and educational flyers on health and wellness, designed to help you drive consumerism in your workplace.

✓ **Managing Health Care Costs**

We all know that health care costs continue to be a serious problem; Pathfinder LL&D Insurance Group can help. If you have or plan to implement an HSA or HRA plan, we have the resources to support you every step of the way, from design to implementation to employee education. Plus, we offer materials to help employees become smarter health care consumers and to help promote consumerism strategies that can drive costs down.

✓ **Plan Design Resources**

Choosing the right plan design is vital, both in terms of cost and in order to stay competitive with your recruiting and retention efforts. We offer a series of educational articles covering various plan design types and topics, including voluntary benefits. In addition, you'll have access to valuable benchmarking information, so you can see how your plan offerings compare to other employers.

✓ **Education & Training**

We provide exceptional service through our education and training opportunities. Our employee seminars are designed to help educate employees, promote health care consumerism and reduce high claim utilization and high-dollar claim expenses. They also provide an atmosphere for team building. Together, we can determine the topics that best suit your needs. We also will provide you with educational articles and newsletters to keep you informed of hot benefits and HR-related topics

✓ **Employee Benefit Communications**

Many employees don't take full advantage of their benefits because they don't understand them. Educate employees about your benefits and how to best use their plan with a range of materials from Pathfinder LL&D Insurance Group. Plus, our communications can help employees understand how various laws impact them and their families, such as health care reform, COBRA and FMLA.

✓ **HR Hotline**

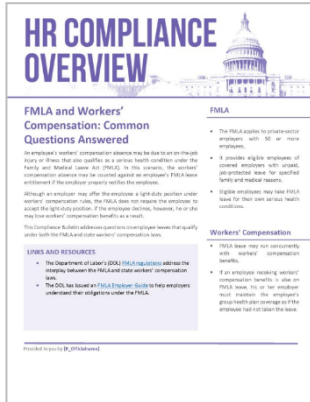
We have provided your company with access to the HR Hotline, a service staffed by HR professionals, available by phone or email who are ready to answer your HR-related questions. The professionals answering the HR Hotline are prepared to respond to questions on a wide range of HR topics. As a valued Pathfinder LL&D Insurance Group client, you have access to tailored HR consultation and advice every month through your MyWave Connect portal.

Pathfinder LL&D Insurance Group is happy to provide this HR Hotline service to you. In addition to the tailored HR consultation and advice each month, the HR professionals will refer you to relevant content within the portal to help you execute on the advice right away.

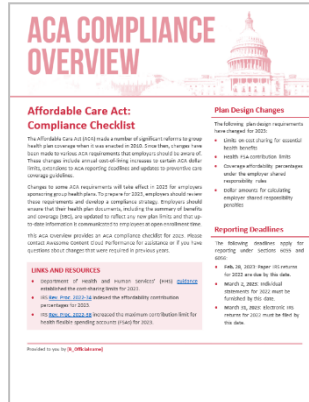


We extend many of our value-added services to you electronically through City of Edinburg , your personal Pathfinder LL&D Insurance Group website. Here is just a sampling of the information that we can deliver to you via the site:

Compliance Overview FMLA and Workers' Compensation Common Questions Answered



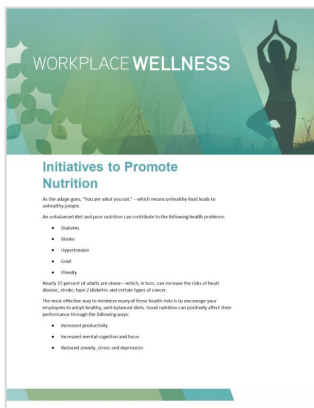
Affordable Care Act Overview Annual Compliance Checklist



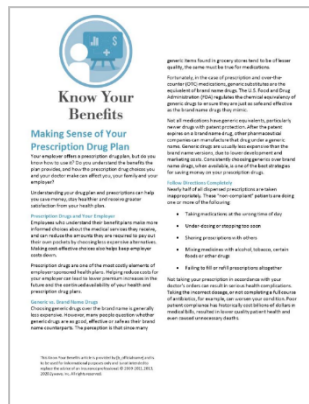
HR Tools HR Toolkit - Interviewing



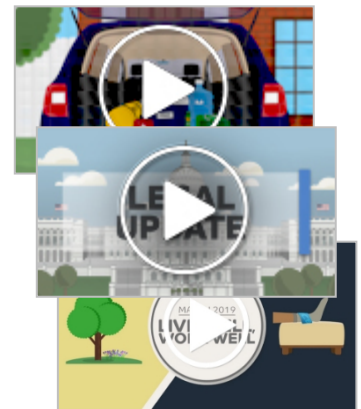
Workplace Wellness Initiatives to Promote Nutrition



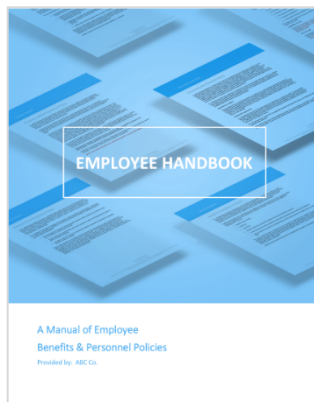
Know Your Employee Benefits Making Sense of Your Prescription Drug Plan



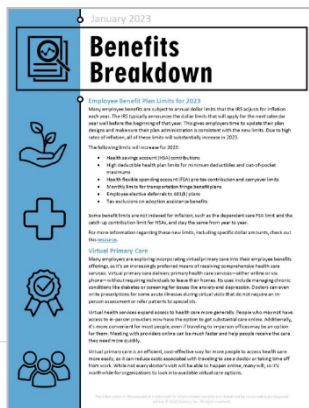
An Expanded Video Archive



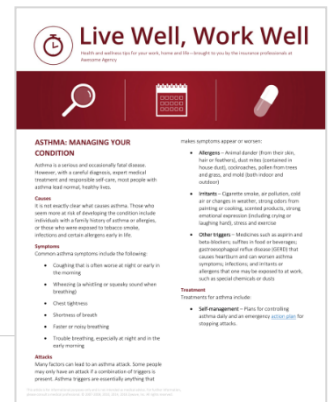
Handbook & Policies Employee Handbook



Employer Education Articles & Newsletters Benefits Breakdown



Live Well, Work Well Asthma





4. Provide a copy of latest audited Annual Financial Report.

Pathfinder LL&D Insurance Group is a privately owned and operated limited liability company. We are happy to provide a detailed Annual Financial Report if considered a finalist.

Due to the sensitive nature of this information, Pathfinder LL&D respectfully ask that this information be retained by the City of Edinburg for evaluation purposes only and not be distributed to the public outside of the confines of Texas law.

We will happily provide this information to the City of Edinburg if considered a finalist or for further evaluation.

5. The same information must be provided for any associate firm or sub-consultant.

Pathfinder will not use any associate firms or sub-consultants given the opportunity to serve the City of Edinburg.

Company Operational Information

1. Client History - Describe whether your firm (or any firm previously affiliated with your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm's client cities.

Pathfinder LL&D has not undergone an investigation by an outside agency pursuant to the filing of claims.

2. Describe whether your firm has ever lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities.

Pathfinder LL&D has not lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities.

3. Describe, in detail, whether your firm has ever lost an account due to breach of contract, or incurred any unfavorable contractual outcomes (to include any terminations, etc.)

Pathfinder LL&D has never lost an account due to breach of contract or incurred any unfavorable contract outcomes.



Rates, Fees, and Expenses

1. Provide a detailed fee schedule for services related to the scope of work identified in this RFP.

Pathfinder LL&D Insurance Group proposes a flat consulting fee of \$35,000.00 for the Scope of Services requested within this RFP. A further breakdown of our fee can be found in our online submission Section 4 – Pricing Proposal.

Furthermore, Pathfinder LL&D will not accept any other form of compensation involved with the services provided by Pathfinder LL&D Insurance Group to the City of Edinburg.

2. Identify and list all special services and identify charges, particularly disclosure requirements.

All services listed throughout our response are included in our flat fee proposed for the City of Edinburg.

Broker Advantages



Think Solutions

Consulting services you expect
With results, you can count on

The City of Edinburg



RFP # 2025-005

Insurance Benefit Consultant

Due Date: April 15, 2025

Valley Risk Consulting, Inc.

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QUALIFICATION SUMMARY

Valley Risk Consulting brings a unique and vast range of knowledge and experience. With over 100 years in combined experience in the industry and we feel we are the best qualified to assist the City of Edinburg as your Insurance Benefit Consultants.

Roger Garza, Health Benefits Consultant: (75%)

- 45 years of experience in the insurance industry.
- Extensive knowledge in Employee Benefits, Stop Loss Insurance, Pharmacy Benefits Management, and Utilization Review.
- Expert knowledge in ancillary products and analysis.
- Demonstrated competence in Workman's Compensation and Property Casualty Retention.
- Litigation expert witness for school attorneys.
- Licensed by Texas Department of Insurance

Laura Flores (10%)

- 5 years of experience in the public sector.
- Licensed by Texas Department of Insurance
- Extensive knowledge in Personal Lines Insurance

Richard Garza (5%)

- 40 years of experience in the public sector.
- Licensed by Texas Department of Insurance
- Extensive knowledge in Personal Lines & Property & Casualty Insurance

Xavier Leal (10%)

- 15 years of experience in the public sector.
- Extensive knowledge in Employee Benefits, Stop Loss Insurance, Pharmacy Benefits Management, and Utilization Review.
- Medical Network Developer
- Extensive knowledge in Analytics and Procurement Services



April 15, 2025

Ms. Laura Cerda
Assistance Director of Human Resources
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

Re: RFP # 2025-005 Insurance Benefits Consultant

Dear Ms. Cerda:

Valley Risk Consulting Inc. (VRC), is pleased to present our proposal with our unique insurance consulting qualifications to the City of Edinburg with the ultimate goal of assisting the City's Employee Benefits Department in the budgeting and development of the Employee Benefit Plan. This shared goal will assist the City in retaining and recruiting quality employees.

INTRODUCTION

Valley Risk Consulting, Inc. (VRC) a HUB certified, independent and dually licensed Insurance Consulting and Risk Management firm headquartered in McAllen, Texas. We are confident that our consultants have the industry experience, quality staff, and exceptional client history to meet the goals of The City of Edinburg.

It would be an honor to be selected and to work for a distinguished municipality such as The City of Edinburg. We applaud the efforts of the City Commissioners, you and your staff, and wish to translate your goals and needs to the insurance industry in an effort to benefit the City of Edinburg. With our office in McAllen, I believe that it is important to work closely with the City Commissioners and the City's staff to provide a "hands on" experience to continue to produce the results you expect.

EXPERIENCE

We have a commitment of providing innovative services that directly result in costs savings for our clients. VRC has the necessary experience and capacities to provide unique solutions that have answered the rising cost of health care. We provide quality services that include: ongoing plan monitoring, direct provider agreement, vendor evaluations, target medical needs, quality utilization management and specifically as a tool for early intervention. Our firm has continually

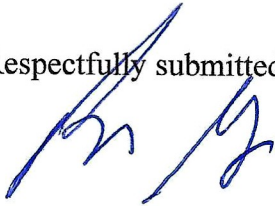
defied State and National health care trends by implementing creative innovations in medical care distributions.

CLOSING

Please be assured that we have the resources, experience, licenses, and capabilities to assume all projects assigned. I believe that the future of The City of Edinburg resides with your employees. I would be honored to be part in helping provide these dedicated individuals with a healthier lifestyle.

I wish to thank you for the opportunity to respond to your request for proposals and look forward to providing our services for The City of Edinburg. I may be reached any time on my cell phone, at 956.533.4029.

Respectfully submitted,



Roger Garza
LUTCF, LHIC, CEO

REFERENCES



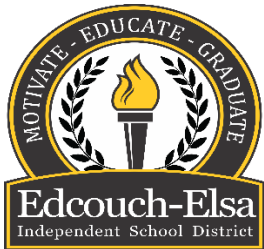
MCALLEN INDEPENDENT SCHOOL DISTRICT

2000 N. 23rd St
McAllen, TX 78501
Andres Silva
Director of Employee Benefits and Safety & Risk Management
956-618-7380
Employee Benefits (Plan Management), Workers' Compensation, Pharmacy Benefit Management, Voluntary Products, and Property and Casualty
2016 – Present



HIDALGO INDEPENDENT SCHOOL DISTRICT

309 E. Flora St.
Hidalgo, Texas 78557
Guillermo Ramirez
Director of Purchasing
956-843-4495
Voluntary Products, Workers Compensation & Property & Casualty
2015- Present



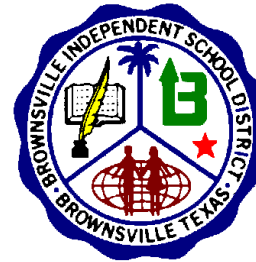
EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT

920 W. Santa Rosa
Edcouch, Texas 78538
Robert Elizondo
Business Office
956-262-6000
Workers' Compensation, Voluntary Products, and Property and Casualty
2004- Present



SHARYLAND INDEPENDENT SCHOOL DISTRICT

1106 N. Shary Rd.
Mission, Texas 78572
Mark Dougherty
Director of Risk Management/Maintenance
956-580-5203
Employee Benefits (Plan Management), Workers' Compensation, Pharmacy Benefit Management, Voluntary Products, and Property and Casualty
2009- Present



BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

1900 E. Price Rd., Ste. 107
Brownsville, Texas 78521
Maricela Zarate Puente
Director of Human Resources, Employee Benefits
956-548-8061
Employee Benefits (Plan Management), Workers' Compensation, Pharmacy Benefit Management, Voluntary Products, and Property and Casualty
2015- Present



WESLACO INDEPENDENT SCHOOL DISTRICT

319 West Fourth St Weslaco, Texas 78596
Michael De La Rosa
Director of Employee Benefits
956-969-6580
Employee Benefits (Plan Management), Workers' Compensation, Pharmacy Benefit Management, Voluntary Products, and Property and Casualty
2015- present

REFERENCES



TEXAS SOUTHMOST COLLEGE

80 Fort Brown St.
Brownsville, Texas 78520
Patricia Saldivar
Director of Purchasing
956-295-3426
*Voluntary Products, Property & Casualty,
Workers Compensation*
2019- Present



CITY OF WESLACO

255 S. Kansas Ave
Weslaco, Texas 78596
Andrew Munoz
Business Office
956-968-3181
*Employee Benefits (Plan Management), Workers'
Compensation, Pharmacy Benefit Management,
Voluntary Products, and Property and Casualty*
2017- Present



POINT ISABEL INDEPENDENT SCHOOL DISTRICT

101 Port Rd
Port Isabel, Texas 78578
Christy Gonzalez
Chief Financial Officer
956-943-5737
*Employee Benefits (Plan Management), Workers'
Compensation, Pharmacy Benefit Management,
Voluntary Products, and Property and Casualty*
2019- Present



CITY OF HARLINGEN

404 S. 54th St
Harlingen, Texas 78550
Gabriel Gonzalez
City Manager
956-216-5002
Employee Benefits (Plan Management)
2021- Present

Scope of Services:

Consulting Services

Proposal Services

Valley Risk Consulting maintains a staff of licensed Life and Health Insurance Counselors and Agents with substantial healthcare expertise in underwriting individual providers such as school districts, hospitals, municipalities, and other large group accounts. This is accomplished by communicating with intergovernmental risk pools and insurance companies to assist in the development of programs that best meet each client's insurance needs.

As part of Valley Risk Consulting's underwriting and proposal services, the firm prepares the necessary data required to obtain quotes from intergovernmental risk pools as well as other insurance companies in an effort to secure the best available policy for the client. We are extremely familiar with the insurance industry. This familiarity allows us to obtain the most favorable quotes for our clients while minimizing the number of both requests and questions during the bid process. Valley Risk Consulting manages each bid process by providing our clients with the following services:



- Identify specific needs of the client and address alternative options in their best interest
- Provide Request for Proposal specifications for all coverages, identifying the specific needs of each client
- Issue and release the Request for Proposal to prospective insurance carriers and intergovernmental risk pool vendors, assigning markets if requested by the client
- Manage the overall bid process and handle any questions regarding the Request for Proposal
- Negotiate the appropriate coverages and services and evaluate alternative coverage options
- Negotiate long-term rate agreements and/or service guarantees and obtain best and final offers
- Assist the client with the implementation of plans for insurance services while integrating the appropriate assignment of duties to vendors
- Assist the client with budgets, rate setting, forecasting, and downstream healthcare analysis
- Assist the client in the development of human resource policies and procedures that complement the employee benefit program
- Provide other services as deemed appropriate in relation to the above services

Political Subdivisions have unique requirements and specialized needs. Therefore, knowledge of the Texas Tort Claims Act in addition to a firm understanding of our client's business operations is essential when assisting in managing their risk management programs. In an effort to best serve our clients, Valley Risk Consulting negotiates with several medical providers to help our clients reduce their medical costs and identify several drug manufacturers' rebates allowing them to recapture much needed funds.

Scope of Services:

Property and Casualty (Optional)



It is the goal of Valley Risk Consulting to ensure that each and every one of our clients is educated and protected. In order to accomplish this, we offer valued-added services including economic analysis, claims and insurance company ratings assistance. Our unique approach allows us to customize our service based on the individual needs of each of our clients. A complete analysis will be performed to uncover any possible exposures to loss and when necessary we will assist in implementing an appropriate safety program. We are dedicated to settling claims quickly and efficiently by working directly with our clients and their claim's adjusters.

The following is a list of additional services available from Valley Risk Consulting to aid clients in evaluating their complete risk management program:

- Evaluation of current provider
- Loss Magnitude and Loss Impact
- Inter local government risk pool services
- Annuities, life insurance, long-term care, and disability insurance

Workers' Compensation – (Optional)

Valley Risk Consulting provides contemporary management systems that assist in controlling premiums by focusing our service effort and products on the key elements that drive the overall compensation issue. Our consultants determine cost impact areas and implement Best Practices to:

- Eliminate and reduce losses
- Manage and oversee individual claims to minimize reserves and losses
- Assess and concentrate on revisions to maximize cost reduction impact
- Close claims and minimize individual and annual losses

We develop program solutions, which reflect client needs. This is achieved through consultation with all relevant parties within your organization involved in the process. The following is a list of additional services available from Valley Risk Consulting to aid clients in evaluating their complete risk management program:

- Workers' Compensation Risk Management Services
- Selection and evaluation of Third Party Administrators (TPA)
- Trends, projection, and forecasting
- Specific and aggregate Stop Loss evaluation
- Loss control services
- Compliance with State Law

Resumes/Experience

ROGER GARZA

1200 Fresno, Suite C
MCALLEN, TEXAS 78501
956-664-1430 ext. 302; 877-279-8119 (fax)

Professional

Employee Benefit and Risk Management Consultant.

Summary

Background in Employee Benefits plan design exclusively for School Districts and political subdivisions. Implemented Direct Provider Arrangements (DPA). Pharmacy Benefits agreements, Medical Network Providers, and Hospital agreements.

Qualifications

- Licensed by the Texas Department of Insurance since 1980
- General Lines/Life and Health Consultant/Risk
- Manager Life Underwriters Training Council, Fellow (LUTC)

Background/Experience

President and CEO 2004-Present

- Management of the firm
- Evaluation of vendor proposals
- Litigation expert witness for school attorneys
- Knowledgeable in reinsurance agreements and provider agreements

Prior Experience

Risk Management Consultant 1998-2004 Texas Association of School Boards, (TASB)

- Serviced 116 Texas School Districts Region 1 and 2.
- Designed and implemented employee benefit plans for school districts
- Risk management services for workers' compensation
- Extensive knowledge of windstorm/hail coverage

Laura Galvan

1200 Fresno, Suite C
MCALLEN, TEXAS 78501
956-739-3650 / 877-279-8119 (fax)

Professional

Ms. Galvan has been licensed by the Texas Department of Insurance since 2023. She joins our firm in February of 2023. Her background includes medical and ancillary products, offering employee benefits concentration.

Qualifications/Background

- General Lines/Life and Health Insurance License by the Texas Department of Insurance

Richard Garza

1200 Fresno, Suite C
MCALLEN, TEXAS 78501
956-664-1430; 877-279-8119 (fax)

Professional

Mr. Garza joined Valley Risk Consulting in January 2018. Mr. Garza began his career in 1986 as a personal lines property and casualty agent before becoming a commercial insurance agent. His long history in the property markets allows VRC to better evaluate the needs of all our clients and keep them up to date on the ever-changing markets.

Background

- 40 years of experience in the public sector
- Extensive knowledge of Personal Lines & Property & Casualty Insurance

Xavier Leal

1200 Fresno, Suite C
MCALLEN, TEXAS 78501
956-664-1430; 877-279-8119 (fax)

Professional

Mr. Leal joined Valley Risk Consulting in January 2014. His background includes working with healthcare providers and provider networks, budgetary & finance, and Quality Assurance services. Mr. Leal expanded his services to include assisting employers in procuring, implementing, and servicing all areas of ancillary products including Group, Life, medical, dental, vision, long-term care, workers compensation, property & casualty, and variable products.

Background

- Customer Service contact and follow-up with existing clients.
- Communicating and problem-solving clients' current and future needs
- Schedule appointments with current and future clients to maintain the business and communication
- Insurance representative

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: Valley Risk Consulting, Inc.
(Full, correct legal name)
- Address: 1200 Fresno, Suite C, McAllen, TX 78501
 - Telephone/Fax: 956-664-1430 - 1-877-279-8119
 - Email address: roger@vrctx.com
2. 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 ✓
3. Is your Company authorized and/or licensed to do business in Texas? Yes ✓ No ___
4. Where is the Company's corporate headquarters located? McAllen, TX
5. 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. 0, McAllen= 9
6. 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. _____

7. Indicate person whom The CITY may contact concerning your submittal.
- Name: Ruth Garza
Address: 1200 Fresno, Suite C, McAllen, TX 78501
Telephone: 956-664-1430
Fax: 1-877-279-8119
Email: ruth@vrctx.com
8. 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. _____

9. 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. _____

10. Provide any other names under which your business has operated within the last 10 years.

N/A

6. Pricing Proposal

GROUP BENEFITS

Use the chart below to input the billing/charges for group benefits.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	GROUP BENEFITS RFP - MEDICAL / DENTAL / LIFE / LONG TERM DISABILITY	1	each	\$185	\$5550
TOTAL					

VOLUNTARY BENEFITS

Use the chart below to input the billing/charges for voluntary benefits.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	VOLUNTARY BENEFITS RFP: ACCIDENT / CANCER / CRITICAL ILLNESS / EMERGENCY TRANSPORTATION / HOSPITAL INDEMNITY / LEGAL / PET INSURANCE / PERMANENT/UNIVERSAL LIFE / SHORT-TERM DISABILITY / VISION	1	Each	\$185	\$12,950
TOTAL					

MEDICAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MEDICAL RFP	1	Each	\$185	\$7400
TOTAL					

DENTAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	DENTAL RFP	1	Each	\$185	\$3700
TOTAL					

LIFE & SUPPLEMENTAL & AD&D

\$0

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	LIFE & SUPPLEMENTAL & AD&D RFP	1	Each	\$185	\$4625
TOTAL					

LONG TERM DISABILITY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	LONG TERM DISABILITY RFP	1	Each	\$185	\$3700
TOTAL					

GROUP BENEFITS & VOLUNTARY BENEFITS (14 PRODUCTS)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	GROUP BENEFITS & VOLUNTARY BENEFITS RFP (14 PRODUCTS)	1	Each	\$185	\$7400
TOTAL					

AGENT OF RECORD

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	AGENT OF RECORD	1	Each	\$185	\$1110

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$46,435



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2025

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).

PRODUCER

DAVIS INSURANCE AGENCY
2030 E Griffin Pkwy
Mission, TX 78572

CONTACT NAME:

WM CARL DAVIS

PHONE

(A/C, No, Ext): (956)581-9838

FAX

(A/C, No): (956)519-1524

E-MAIL

ADDRESS: davisinsuranceagency@yahoo.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: UNITED FINANCIAL CASUALTY CO.**INSURER B:** TEXAS MUTUAL WORKERS COMP**INSURER C:****INSURER D:****INSURER E:****INSURER F:****INSURED**

Valley Risk Consulting, Inc.
1200 Fresno, Suite C
MCALLEN, TX 78501

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		PGR944572698	8/28/2024	8/28/2025	EACH OCCURRENCE \$ 1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000.00
	☐ POLICY ☐ PRO. JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ OCCUR					AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
	☐ CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		0001300706	2/2/2025	2/2/2026	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000.00
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N/A Y				E.L. EACH ACCIDENT \$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

CERTIFICATE HOLDER**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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Valley Risk Consulting, Inc.		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 1200 Fresno, Suite C	Requester's name and address (optional)	
6 City, state, and ZIP code McAllen, TX 78501			
7 List account number(s) here (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

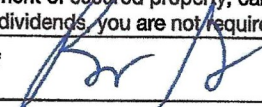
Social security number								
			-				-	
or								
Employer identification number								
2	0	-	1	8	1	3	7	5

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 for Part II, later.

Sign Here Signature of U.S. person 

Date **4-15-25**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number: 1201813757500
Approval Date: February 8, 2022
Scheduled Expiration Date: February 8, 2026

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

VALLEY RISK CONSULTING INC.

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 **February 8, 2022**, 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, business location) 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.

*Statewide HUB Program
Statewide Procurement 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, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2025

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).

PRODUCER

DAVIS INSURANCE AGENCY
2030 E Griffin Pkwy
Mission, TX 78572

CONTACT

NAME: WM CARL DAVIS

PHONE (A/C, No, Ext): (956)581-9838

FAX (A/C, No): (956)519-1524

E-MAIL ADDRESS: davisinsuranceagency@yahoo.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: UNITED FINANCIAL CASUALTY CO.

INSURER B: TEXAS MUTUAL WORKERS COMP

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Valley Risk Consulting, Inc.
1200 Fresno, Suite C
MCALLEN, TX 78501

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	☒ COMMERCIAL GENERAL LIABILITY		PGR944572698	8/28/2024	8/28/2025	EACH OCCURRENCE			
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000.00			
		MED EXP (Any one person)				\$ 50,000			
		PERSONAL & ADV INJURY				\$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 1,000,000.00		
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000.00		
	OTHER:						\$		
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$		
	☐ ANY AUTO					BODILY INJURY (Per person)	\$		
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$		
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
							\$		
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE	\$		
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE	\$		
	DED	RETENTION \$					\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		0001300706	2/2/2025	2/2/2026	☒ PER STATUTE ☐ OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N				N/A	☐ Y	E.L. EACH ACCIDENT	\$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00

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

CERTIFICATE HOLDER

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



CERTIFICATE OF INSURANCE

NOTICE: This insurance provides professional liability (E&O) insurance coverage for properly licensed individual insurance agents and insurance consultants. It is written on a "claims-made and reported" basis and applies only to "written claims" first made against an insured and reported to the Insurer during the Named Insured's Certificate Period. No coverage exists for claims first made or reported after the Named Insured's Certificate Period unless an extended reporting period applies. (For those Named Insureds who are residents of or practice in New York State, no coverage exists for claims first made or reported after the end of the coverage relationship unless an Extended Reporting Period applies.) Defense costs reduce the Limits of Liability and are subject to the Retention. Please review the policy carefully and discuss the coverage with your insurance agent or broker. This certificate of insurance does not amend, extend, or alter the coverage afforded by the insurance policy, and coverage is subject to all of the terms, conditions and exclusions of the policy.

NAMED INSURED:

Garza, Rogelio

424 Yucca Avenue
MCALLEN, TX 78504**PRODUCER:**

Jason Rogers CA License #: 0K64122

8430 ENTERPRISE CIRCLE, STE 200
LAKEWOOD RANCH, FL 34202**COMPANY AFFORDING COVERAGE:** Continental Casualty Company

COVERAGE: THIS IS TO CERTIFY THAT THE INSURED LISTED ABOVE IS COVERED UNDER THE POLICY OF INSURANCE LISTED BELOW, FOR THE CERTIFICATE PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

Policy Number	Certificate Period		Limits of Liability: Each Claim	Limits of Liability: Aggregate
596427449	04/01/2025	04/01/2026	\$1,000,000.00	\$3,000,000.00

COVERAGE:**RETENTION AMOUNT: Each Claim**

Life, LTC, Accident, and Health

\$0

Medicare Advantage and Medicare Supplemental

\$0

Disability Income Insurance

\$0

Indexed Annuities/Fixed Annuities (if purchased)

Not Purchased

Variable Annuities (if purchased)

Not Purchased

Mutual Funds (if purchased)

Not Purchased

NOTICE OF CLAIMS:CNA - Claims Reporting
PO Box 8317, Chicago IL 60680-8317
or via email: SpecialtyProNewLoss@cna.com**SPECIAL PROVISIONS:**

Named Insured's Endorsements attached at Certificate Inception:

DATE: 04/15/2025**BY**
Authorized Representative

This certificate of insurance is not a contract of insurance. It is merely evidence of insurance provided under a Master Policy. Covered claims are paid in accordance with the terms of the Master Policy. Coverage is provided based on representations made on the Named Insured's Application for Insurance. No coverage exists if the representations made on the Named Insured's Application for Insurance are discovered to be false. Failure to provide true and accurate responses to any of the questions on the Application for Insurance will result in the immediate voiding of the insurance coverage issued and/or the denial of claims asserted against the Named Insured. Coverage is in-force only if premium payments are current. A Policy Aggregate of \$50,000,000 applies under the Master Policy except with respect to those Named Insureds who are resident of or practice in New York State. A complete copy of the policy is available at www.napa-benefits.org/nd.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Valley Risk Consulting, Inc.		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 1200 Fresno, Suite C	Requester's name and address (optional)	
6 City, state, and ZIP code McAllen, TX 78501			
7 List account number(s) here (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	0	-	1	8	1	3	7	5

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign
Here

Signature of
U.S. person

Date

4-15-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number: 1201813757500
Approval Date: February 8, 2022
Scheduled Expiration Date: February 8, 2026

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

VALLEY RISK CONSULTING INC.

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 **February 8, 2022**, 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, business location) 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.

*Statewide HUB Program
Statewide Procurement 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, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbisearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

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

- 1 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.

FINANCIAL STATEMENT

VALLEY RISK CONSULTING Year Ending 2024

Financial Statements in U.S. Dollars

ASSETS

Cash

Accounts Receivable

Inventory

Other RMS Fees

Short Term Investments

Total Current Assets

\$	42,000.00
\$	516,883.33
\$	26,000.00
\$	125,223.98
\$	3,500.00
\$	713,607.31

Fixed Long-term assets

Long Term Investments

Add: Purchases

Property and equipment

Direct Labor

Indirect Expenses

Intangible Assets

Less: Depreciation

Total Current Assets

\$	40,485.22
\$	14,807.85
\$	25,000.00
\$	80,293.07
\$	15,400.00
\$	64,893.07

Gross Profit (Loss)

\$ 648,714.24

Liability and Owners Equity

Accounts Payable

Short Term Loans

Income Tax Payables

Accrued Expenses and Wages

Unnamed Revenue

Current Portion of Long Term Debt

Rental Expenses

Depreciation

Long-Term Debt

Deferred Income Tax

Insurance

Interest

Legal and Professional Fees

Licenses and Fees

Miscellaneous

Office Expense

Payroll Taxes

Bank Charges

Deferred Income Tax

Repairs and Maintenance

\$	3,500.00
\$	2,380.00
\$	284,199.80
\$	1,312.00
\$	-
\$	24,320.57
\$	15,323.00
\$	-
\$	5,280.00
\$	161.96
\$	3,449.46
\$	250.00
\$	2,632.00
\$	1,597.70
\$	16,415.34
\$	1,042.12
\$	763.45
\$	1,205.00

Total Liabilities

\$ 363,832.40

Net Operating Income

\$ 648,714.24

Other Income

Gain (Loss) on Sale of Assets

Interest Income

Total Other Income

\$	22,360.00
\$	22,360.00

Net Income (Loss)

\$284,881.84

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.

Valley Risk Consulting, Inc.
McAllen, TX United States

Certificate Number:
2025-1295670

Date Filed:
04/15/2025

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.

RFP#2025-005
Insurance Benefit Consultant

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Garza, Rogelio	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Rogelio Garza, and my date of birth is 07-16-1957

My address is 1200 Fresno, Suite C, McAllen, TX, 78501, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 15 day of April, 2025
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

4-14-25

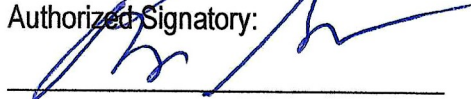
Printed Name and Title:

Roger Garza, Senior Consultant

Company/Vendor Name:

Valley Risk Consulting, Inc.

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

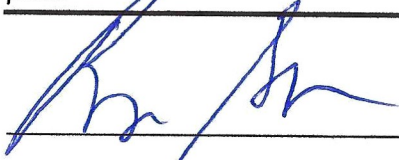
I, Rogelio Garza, the undersigned representative of
Valley Risk Consulting, Inc., (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Roger Garza, Senior Consultant

TYPE/PRINT NAME AND TITLE:

4-14-25

DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Rogelio Garza, being first duly sworn, deposes and says that: (Name)

- (1) He is President of Valley Risk Consulting, Inc., the Bidder that has submitted the attached Bid; (Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

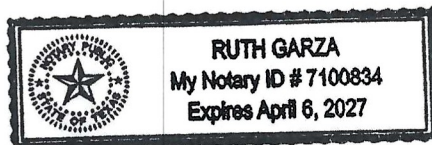
Title

Senior Consultant/President

Subscribed and sworn to me this 15 day of April 2025.

By:

Notary Public



Company Operational Information

1. Client History

VRC is Risk Management Company and does not file or pay any claims. VRC has never been under investigation for any filing of claims.

2. Client History

VRC is Risk Management Company and does not file or pay any claims. VRC has never been under investigation for any filing of claims.

3. VRC has never lost an account due to breach of contract or contractual issues.

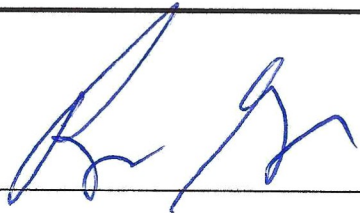
SENATE BILL 13 VERIFICATION

I, Rogelio Garza, the undersigned representative of
Valley Risk Consulting, Inc., (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and
2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Rogelio Garza, Senior Consultant

TYPE/PRINT NAME AND TITLE:

4-14-25

DATE:

SENATE BILL 19 VERIFICATION

I, Rogelio Garza, the undersigned representative of
Valley Risk Consulting, Inc., (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

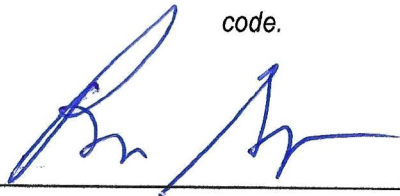
- (1) does not have a practice, policy, guidance, or directive that discriminates
against a firearm entity or firearm trade association; and,**
- (2) will not discriminate during the term of the contract against a firearm entity or
firearmtrade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a
projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited
partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary,
majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to
make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or
association based solely on its status as a firearm entity or firearm trade
association;*
 - ii) *refrain from continuing an existing business relationship with the entity or
association based solely on its status as a firearm entity or firearm trade
association; or*
 - iii) *terminate an existing business relationship with the entity or association
based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict
or prohibit the listing or selling of ammunition, firearms, or firearm
accessories; and*
 - (ii) *a company 's refusal to engage in the trade of any goods or services, decision
to refrain from continuing an existing business relationship, or decision to
terminate an existing business relationship:*
 - (aa) to comply with federal, state, or local law, policy, or regulations or a
directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Roger Garza, Senior Consultant

TYPE/PRINT NAME AND TITLE:

DATE:

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY
COUNTY OF HIDALGO	§	OF EDINBURG, AND (COMPANY
CITY OF EDINBURG	§	NAME).
		INSURANCE BENEFIT CONSULTANT
		– CONTRACT AGREEMENT

The City of Edinburg, Hidalgo County, Texas, a municipal corporation (“City”), and Insurance Benefit Consultant (“COMPANY NAME.”), referred to as “Insurance Benefit Consultant”) are the Parties to this Agreement with an effective date of _____.

RECITALS

WHEREAS, City wishes to obtain the assistance of Insurance Benefit Consultant to include consulting services with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Insurance Benefit Consultant have superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the Parties wish to set forth their respective expectations;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises in this Agreement and of the faithful performance of such covenants and conditions, the City and Insurance Benefit Consultant agree as follows:

SECTION I

Scope of Services to be Provided by Insurance Benefit Consultant

1. Insurance Benefit Consultant, subject to the terms of this Agreement, shall provide the below services. Insurance Benefit Consultant shall render the Services in a diligent, careful, thorough, and professional manner consistent with good business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. Time shall be of the essence with respect to all matters set forth in this Agreement.

1. Serve the City as an advisor regarding, and including the preparation of the City's RFP for health plan design and content including COBRA, section 125 program, dental, vision, long and short-term disability, life insurance benefits and their components and employee assistance program.
2. Serve the City as an advisor regarding voluntary insurance products and their components to provide the optimum voluntary benefit package.
3. Review, on an ongoing basis, the existing employee benefit programs for competitiveness, appropriateness and overall acceptance by plan participants.
4. Serve and assist the City in negotiating benefits provider contract(s) resulting

from the review and recommendations noted above including the use of available provider networks. Provide the City underwriting data and evaluation services to support contract modifications such as benefit differentials and funding options.

5. Negotiate, when appropriate, long term rate(s)/service guarantees designed to meet the service delivery and financial plan of the City.
6. Assist the City in preparing periodic reports to the City Council, City Manager or Human Resources Director on the progress, applicability and overall benefit of a specific plan.
7. Review utilization rates on a quarterly basis and evaluate each on the City's best option as it relates to fully-funded plans.
8. Assist the City with plan design changes, plan implementation strategies, plan design and/or benefits communications relating to coverage; integrating appropriate assignments of duties to vendors, while maintaining proper oversight/ responsibilities.
9. Review new or proposed administrative services provided by outside vendor(s) to determine the most effective and efficient service delivery strategies.
10. Assist the City with premium funding projections during its annual budget process. Review long term healthcare contribution philosophy and budgetary agenda and best strategies for applying identified resources to a meaningful long term benefit package.
11. Provide the City with overall plan management and quality assurance services including, but not limited to the following:

- | | |
|---------------------------------------|-------------------------------------|
| • Customer Service | • Regulatory Compliance & Reporting |
| • COBRA/HIPAA | • Budgeting |
| • Benefit Review/Design | • Cost containment |
| • Renewal Negotiations | • Contract Analysis |
| • Competitive Bidding | • Vendor Compliance |
| • Transition & Implementation of Plan | • Claims Audit & Review |
| • Analysis & Selection of Vendor | • Benefit Summary |

12. Act as the City's representative to all outside insurance vendors; collecting information and making periodic presentations to staff, employees and City Council, as requested, of their offerings.
13. Provide periodic comparisons of plans of benefits and employer/employee contributions to area cities and comparable businesses.
14. Provide periodic reports using carrier data on claims and fixed expenses, and relate those to total premium and expectations for renewal. Add historical perspective to premium and claims data for all coverage and provide reports as needed by the City.
15. Provide national, regional and local medical inflation data and compare that

- to specific City plan inflation.
16. Review and make recommendations to the City on carrier cost containment mechanisms, as relates to return on investment and participant impact.
 17. Meet periodically with the City's staff relating to levels of customer service received from various carriers, and where required intercede with both parties to assist in problem resolution

SECTION II

Information, Disclosure, and Record Keeping

1. City has the right to approve the hiring or utilization of any third-party entities or other intermediaries in connection with, arising out of, or in any way related to City's insurance. Insurance Benefit Consultant must seek written approval from City prior to the use of any of the above in connection with the City's insurance. City shall promptly notify Insurance Benefit Consultant whether to approve or not approve such third-party entity or other intermediary, recognizing that time is of the essence.

2. Insurance Benefit Consultant will maintain accurate and current files, including but not limited to insurance policies and correspondence with insurers or Insurance Benefit Consultants, related to the services performed under this Agreement for a minimum of five (5) years. In connection with the performance of the services by Insurance Benefit Consultant, Insurance Benefit Consultant agree to promptly and fully disclose to City any information regarding the services as City may request.

3. All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such services.

4. When requested by Insurance Benefit Consultant, City agrees to provide information reasonably available to the City and pertinent to the services provided by Insurance Benefit Consultant to the City.

SECTION III

Confidentiality of Information and Security

1. Insurance Benefit Consultant shall take reasonable efforts to keep all City and related employee information confidential in accordance with normal operating procedures and industry standards. Insurance Benefit Consultant do not guarantee the security of any third party entities or intermediaries, and City agrees that Insurance Benefit Consultant shall not be liable for any breach of confidentiality, loss, or theft of any records, data, files, or other information held by

third party entities or intermediaries. Insurance Benefit Consultant shall follow written instructions from City as to policy and procedure.

SECTION IV **Term and Termination**

1. This Agreement shall commence as of the Effective Date for an Initial Term of one year. The term of this Agreement shall automatically renew on each successive anniversary of the Effective Date (the “Anniversary Date”) for an additional term of one year, unless otherwise terminated as allowed in this Agreement.

2. City or Insurance Benefit Consultant may terminate this Agreement upon giving 30 days’ prior written notice to all parties. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City’s sole judgment, the Services rendered by Contractor breach or violate any of the provisions of this Agreement.

3. After such termination, this Agreement will continue to govern the parties’ rights and obligations regarding the services and work performed before the termination. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

4. Upon termination of this Agreement or at such other time as may be requested by City, Insurance Benefit Consultant shall return to City within ten (10) days of termination or request all documents, records, notebooks, including copies thereof, whether prepared by Insurance Benefit Consultant or others.

5. Upon termination of this Agreement, the City may take over the work and may obtain the services of another entity.

6. City acknowledges that products and services provided through third party entities and intermediaries may be terminated by those entities or intermediaries at any time without notice and that Insurance Benefit Consultant are not responsible for any termination of services by third party entities or intermediaries.

SECTION V **Cost of Services**

1. Insurance Benefit Consultant will receive compensation at the rates and terms and for the services set forth in the “Rates, Fees and Expenses” portion of the services proposal, attached as Exhibit A. The total amount of compensation shall not exceed [**amount to be determined by the City**].

The amount of [**amount to be determined by the City**]. will be paid in 4 installments on a quarterly basis.

2. Special Services regarding 1095C and 1094C, will be considered upon the request and approval of the City of Edinburg.

SECTION VI

Personnel

1. Insurance Benefit Consultant will assign their personnel according to the needs of City and according to the disciplines required to complete the appointed task(s) in a professional manner. Insurance Benefit Consultant retain the right to substitute personnel with reasonable cause.

SECTION VII

Independent Contractor

1. Insurance Benefit Consultant acknowledge and agree that they are independent contractors of the City and are not employees of the City. Insurance Benefit Consultant more specifically acknowledge that its employees will not be covered by the City's workers' compensation insurance; and Insurance Benefit Consultant will be solely and exclusively responsible for payment of all federal and state income taxes due in respect of all compensation and/or other consideration paid by the City to Insurance Benefit Consultant under this Agreement. Insurance Benefit Consultant shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Insurance Benefit Consultant employees who provide services under this Agreement. Insurance Benefit Consultant acknowledge that they shall have no authority to bind City to any contractual or other obligation whatsoever. Insurance Benefit Consultant shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Insurance Benefit Consultant duties under this Agreement. Insurance Benefit Consultant shall be responsible to the City for all work or services performed by Insurance Benefit Consultant or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

SECTION VIII

Limitations

1. City acknowledges that:
 - a. Insurance Benefit Consultant have no authority or control over management of any of the employee benefit plans;
 - b. Insurance Benefit Consultant have no authority or control with respect to management or disposition of the assets of City's employee benefit plans;
 - c. Insurance Benefit Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity;

- d. Insurance Benefit Consultant are not in the business of providing legal services and cannot represent City in a legal dispute or propose or amend employee benefit plans; and
- e. Insurance Benefit Consultant are not in the business of providing tax advice or services, and cannot represent City in a tax related dispute.

2. City agrees to notify Insurance Benefit Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that City reasonably believes the amendments would affect Insurance Benefit Consultant in the performance of their obligations under this Agreement.

SECTION IX

Notices

1. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Insurance Benefit Consultant:

(Firm Name)
(Firm Address)

2. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION X
Indemnification and Limitation of Liability

1. The City agrees to indemnify, defend and hold harmless Insurance Benefit Consultant against and from any liability, expense (including reasonable attorney fees), and claims for damages or relief, of any nature whatsoever, which may be asserted against Insurance Benefit Consultant as a result of or arising out of (a) any acts, errors, or omissions of the City, or its employees and (b) any breach of this Agreement by the City. The City's duties to defend, indemnify and hold harmless Insurance Benefit Consultant shall extend beyond the termination of this Agreement.

2. To the maximum extent allowed by law, Insurance Benefit Consultant agree to and shall indemnify, hold harmless, and defend City, its officers, 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 attorney's fees arising out of or directly connected with the negligent or willful conduct of Insurance Benefit Consultant, its officers, and employees in connection with the services under this Agreement.

3. The Parties agree that none shall be liable to any other for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, performance of services, or of any other obligations relating to this Agreement, even if any of the Parties have been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of each of the Parties' liability, regardless of the cause of action under which such damages are sought.

SECTION XI
Alternate Dispute Resolution

1. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

2. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and 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 forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION XII

Controlling Law, Mandatory Venue, and Fees and Expenses

1. 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 Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

2. In the event of any litigation between the parties, the parties shall bear their own costs including attorneys' fees, costs, and expenses.

SECTION XIII

Agreement Construction

1. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIV

No Pending Litigation

1. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threatened against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XV

Severability

1. 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 XVI

Successors and Assigns

1. 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.

SECTION XVII

Conflict of Terms

1. If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XVIII

No Waivers or Accord and Satisfaction

1. This Agreement may be amended only by written instrument signed by all parties.
2. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Contractor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Contractor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.
3. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XIX

Minimum Insurance Requirements

Contractor shall be adequately insured and carry 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 Contractor or its employees. 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 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. Professional Liability
 - 1. Professional
\$1,000,000 per claim and in the aggregate

E. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

F. If at any time and for any reason Contractor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Contractor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more

expensive, the insurance required by this Agreement), and Contractor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;
4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION XX

Representations and Warranties

1. Insurance Benefit Consultant represent that they are duly licensed to perform the services under this Agreement and that they will continue to maintain all licenses and approvals required to conduct business.
2. Insurance Benefit Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for Insurance Benefit Consultant, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Insurance Benefit Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Insurance Benefit Consultant, the City shall have the right to

terminate the Agreement and to recover, the full amount of such fee, commission, percentage, gift, or consideration.

3. In the conduct of the services under this Agreement, Insurance Benefit Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations.

SECTION XXI

Ethics and Conflicts of Interest

1. Insurance Benefit Consultant represent that they have not given or accepted a kickback in relation to this Agreement and have not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

2. Insurance Benefit Consultant represents that they have not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

3. Insurance Benefit Consultant represents that they did not employ, directly or indirectly, the mayor, members of the city council or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

4. Insurance Benefit Consultant represent that they have not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city council, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Insurance Benefit Consultant or its business.

5. Insurance Benefit Consultant represent that they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Insurance Benefit Consultant further represents that no person having any interest shall be employed or engaged by it for said Services.

6. Insurance Benefit Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Insurance Benefit Consultant's exercise of judgment or quality of the Services being provided under this Agreement. Insurance Benefit Consultant, their officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, 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: _____
Clarice Balderas, City Secretary

**APPROVED AS TO FORM:
JOSEPHINE R. SOLIS, CITY ATTORNEY**

BY: _____
Josephine R. Solis
City Attorney

Insurance Benefit Consultant

BY: _____
Company Name
Insurance Benefit Consultant
Company Address
City, State, Zip
Contact Number
Email Address



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

AWARDING OF BIDS

Agenda Item No: 11.D.

Purchase of Motorola Counsels and Re-programming of Radios

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Lease Agreement for Motorola Consoles and Re-programming of Radios Through the Houston Galveston Area Council (HGAC) Contract No. 17724-HGAC (TX)-RA05-21 from Motorola Solutions, in the Amount of \$275,466.11 per year, for a total amount of \$1,622,935. [Omar Garza, Fire Chief]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

City staff are recommending authorization of a lease agreement with Motorola Solutions for consoles and the reprogramming of radios, in the total amount of \$1,622,935. This procurement will be made through Contract No. 17724-HGAC (TX)-RA05-21. The acquisition will be financed through a seven-year lease agreement, with the first annual payment of \$275,466.11 due one year after contract execution and installation completion. Funding for the first payment will be made through the Police Department Asset Forfeiture Account.

Currently, the City of Edinburg is one of the few municipalities in the region not fully integrated into the regional system. Additionally, the City maintains a reciprocal backup communication agreement with the City of Pharr. However, once Pharr completes its migration to the regional system in approximately six to ten months, Edinburg will no longer have a communication backup in the event of a system failure, posing a significant risk to emergency operations.

This purchase will support the City of Edinburg's first responders in transitioning to the Rio Grande Valley Communication Group System—a regional radio communications network. This transition represents a strategic move from the City's current outdated independent radio tower system located on Tres Hermanos Road.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Lease Agreement for Motorola Consoles and Re-programming of Radios Through the Houston Galveston Area Council (HGAC) Contract No. 17724-HGAC (TX)-RA05-21 from Motorola Solutions, in the Amount of \$275,466.11 per year, for a total amount of \$1,622,935.

Reviewed by:

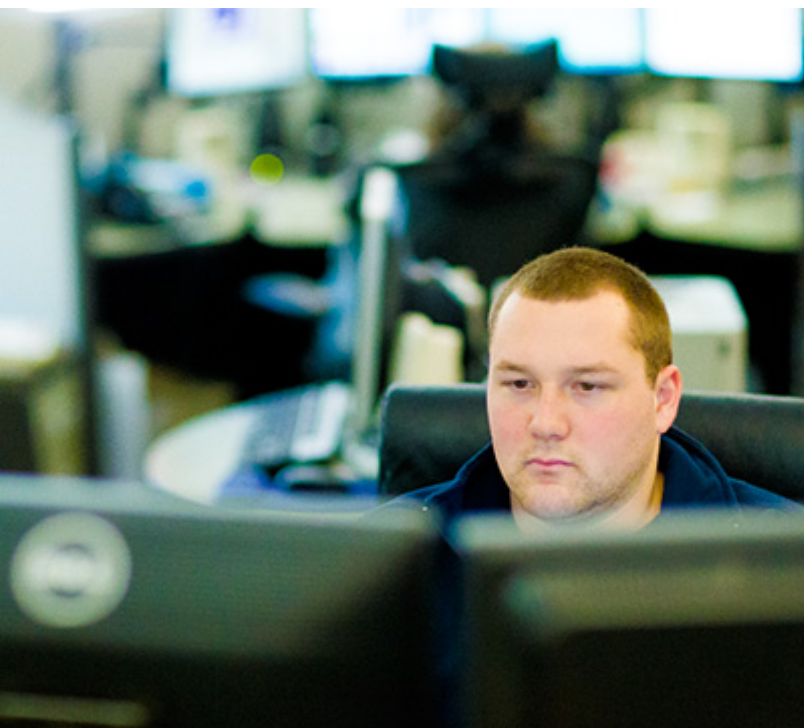
Omar Garza, Fire Chief

Prepared by:

Maricruz Tovar, Emergency

Attachments:

- A. EDINBURG - TEMPLATE UPGRADE - 25-100276 - CPQ 3104807 - 1
- B. ED P25 DISPATCH CENTER REPROG UPGRADE - FINANCE - 2025 -2 - TXT
- C. City of Edinburg PD and FD 8 New AXS Consoles PROPOSAL FEB012025 MGNDv3



EDINBURG, CITY OF
ED-FD - SVC - 25-100276-3104807
04/25/2025

Billing Address:
EDINBURG, CITY OF
P O BOX 1079
EDINBURG, TX 78540
US

Quote Date:04/25/2025
Expiration Date:06/24/2025
Quote Created By:
Sid Basaldua
sidb@stcradios.com

End Customer:
EDINBURG, CITY OF
Omar Garza
ogarza@cityofedinburg.com
9563837691

Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
Product Services					
1	LSV01Q00387A	RADIO SYSTEM TEMPLATE UPGRADES	1	\$78,000.00	\$78,000.00

Grand Total **\$78,000.00(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

EDINBURG
P25 SYSTEM UPGRADE TO REGIONAL RADIO SYSTEM - 2025

ITEM #	DEPARTMENT	DESCRIPTION	QTY
1	FIRE DEPT.	REPROGRAM PORTABLES MOTOROLA	113
2	FIRE DEPT.	REPROGRAM PORTABLES HARRIS (RADIO CACHE)	20
3	FIRE DEPT.	REPROGRAM MOBILES HARRIS	50
4	POLICE DEPT.	REPROGRAM PORTABLES MOTOROLA	81
5	POLICE DEPT.	REPROGRAM MOBILES MOTOROLA	15
6	POLICE DEPT.	REPROGRAM PORTABLES HARRIS	70
7	POLICE DEPT.	REPROGRAM MOBILES HARRIS	151
8	CITY / PUBLIC WORKS	REPROGRAM PORTABLES HARRIS	100
9	CITY / PUBLIC WORKS	REPROGRAM MOBILES HARRIS	50



Motorola Solutions, Inc.

Date:

April 24, 2025

Financing proposal for: **City of Edinburg, TX**

Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications P-25 solution in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease-Purchase Agreement

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: **City of Edinburg, TX**

Amount: \$1,622,935.00

Down Payment: \$0.00

Balance to Finance: \$1,622,935.00

Equipment: As per the Motorola equipment proposal.

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>	<u>Option Three</u>
Lease Term:	Three Years	Five Years	Seven Years
Payment Frequency:	Annual	Annual	Annual
Payment Structure:	Arrears	Arrears	Arrears
Lease Rate:	4.63%	4.47%	4.51%
Lease Factor:	0.364642	0.227576	0.169733
Lease Payment:	\$591,790.19	\$369,340.31	\$275,466.11
Payment Commencement:	First payment due one year after contract execution.		
Expiration:	This interest rate methodology is valid for all leases commenced by 5/23/2025		

Indexing arrangement – Non-bank qualified structure 3, 5 and 7 year terms

The Lease Payments shall be calculated using a rate of interest ("Lease Rate") that is initially indexed to the three (3), five (5) or seven year (7) average life SOFR Rate (the "Index Rate") . The average life SOFR Rate corresponds to the respective lease term. On the Commitment Date, the final Lease Rate will be calculated by taking the Index Rate for that date from the SOFR Report, adding a spread of 2.34% and multiplying the sum of those two numbers by .7835 to calculate the Lease Rate for the 3 year term. The rate for the 5 year term will be calculated by taking the Index Rate for that date from the SOFR Report, plus a spread of 2.17% and multiplying the sum of those two numbers by .7835. The rate for the 7 year term will be calculated by taking the Index Rate for that date from the SOFR Report, plus a spread of 2.17% and multiplying the sum of those two numbers by .7835. The rates are then fixed for the full term of the Lease.

The following SOFR average life Index Rates were in place at the approximate time this quote was issued:

Three year average life:	3.57%
Five year average life:	3.53%
Seven year average life:	3.58%

Qualifications:

Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

Documentation:

Municipal Equipment Lease Purchase Agreement

Opinion of Counsel

Schedule A / Equipment List

Schedule B / Amortization Schedule

8038G

UCC-1

Certificate of Incumbency

Statement of Essential Use/Source of Funds

Evidence of Insurance or Statement of Self Insurance

Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,
Bill Stancik
Motorola Customer Financing
847-538-4531

CITY OF EDINBURG

NEW AXS CONSOLES FOR FIRE & POLICE DEPARTMENT



Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196
USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

April 25, 2025

Chief Omar Garza
Edinburg Fire Department
212 W. McIntyre St.
Edinburg, TX 78541

Subject: AXS Console Upgrade

Dear Chief Garza,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Edinburg Police Department with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for Motorola Solution's AXS Dispatch Console system for the Fire Department and Police Department. Details on the hardware, software, system integration, and service can be found below.

This proposal is based upon the H-GAC Master Agreement (RA05-21) and subject to the terms and conditions of the enclosed H-GAC Communications System and Services Agreement ("H-GAC CSSA"), its Exhibits and applicable Addenda, and remains valid until May 23, 2025. City of Edinburg may accept this proposal by returning to Motorola a signed copy of the H-GAC CSSA and a purchase order that specifically references "PO subject to Motorola's proposal and the terms and conditions of the H-GAC CSSA and Agreement (RA05-21)." Alternatively, Motorola is pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Lynn Anto at lynn.anto@motorolasolutions.com or 330-289-4387 or Sid Basaldua at sidb@stcradios.com or 956-458-4588.

We thank you for the opportunity and partnership to help City of Edinburg, TX with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

Lauren Kirkland

Lauren Kirkland
Territory Vice President

City of Edinburg
New AXS Consoles

Use or disclosure of this proposal is subject
to the restrictions on the cover page.



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SYSTEM DESCRIPTION

1.1 OVERVIEW

Motorola is proposing to install seven (7) new AXS Consoles, ten (10) new consolettes, seven (7) APX 6500 radios, and the antenna system for the Police Department for City of Edinburg. In addition, Motorola is proposing to install one (1) new AXS Consoles, five (5) new consolettes, one (1) APX 6500 radio, and the antenna system for the Fire Department for the City of Edinburg. Both of the sites for the PD and FD will be treated as new dispatch sites and each site will connect to the Rio Grande Valley Communication ASTRO 25 Core network.

City of Edinburg will need to provide connectivity to the core between the PD and FD sites.

Motorola has taken great care to propose this offering that will provide the City of Edinburg with a solution that meets their communications needs. A description of the features, benefits, system architecture, and hardware components are provided in this system description.

1.2 PROPOSED EQUIPMENT

Edinburg PD Dispatch Center

- Qty (7) AXS dispatch operator:
 - Seven (7) CommandCentral Hub
 - Seven (7) Monitor 22 inch
 - Fourteen (14) Dispatch Speakers
 - Seven (7) Footswitch
 - Seven (7) Gooseneck microphone
 - Fourteen (14) Headset jacks
 - Seven (7) Headset bases and tops
 - Seven (7) IRR + speakers
 - Seven (7) UPS Tripp Lite
- Qty (7) APX 6500 7/800 Mobile
 - (7) Dash Mount E5 APXM (APX 6500 radios will be connected to the combiner in the back-room utilizing coax)

Edinburg PD Back Room Equipment

- Qty (10) APX Consolettes:
 - Ten (10) 7/800 Consolettes
 - One (1) Conventional Site Controller DSC 8000
 - One (2) CCGW (Conventional Channel Gateway)
 - Two (2) CSC combiner model # DSBCH11008
 - Two (2) Site LAN Switches
 - Two (2) Site Routers
 - Three (3) Racks and PDUs
 - One (1) Verint Logging Recorder with Archive Server



Edinburg PD Rooftop

- Antennas:
 - Four (4) 7/800 Antennas

Edinburg FD Dispatch Center

- Qty (1) AXS dispatch operator:
 - One (1) CommandCentral Hub
 - One (1) Monitor 22 inch
 - Two (2) Dispatch Speakers
 - One (1) Footswitch
 - One (1) Gooseneck microphone
 - Two (2) Headset jacks
 - One (1) Headset bases and tops
 - One (1) IRR + speakers
 - One (1) UPS Tripp Lite
- Qty (1) APX 6500 7/800 Mobile
 - (1) Dash Mount E5 APXM (APX 6500 radios will be connected to the combiner in the back-room utilizing coax)

Edinburg FD Back Room Equipment

- Qty (5) APX Console:
 - Five (5) 7/800 Consolettes
 - One (1) Conventional Site Controller DSC 8000
 - One (1) CCGW (Conventional Channel Gateway)
 - One (1) CSC combiner model # DSBCH11006
 - One (1) Site LAN Switch
 - One (1) Site Router
 - One (1) Rack and PDUs
 - One (1) Verint Logging Recorder with Archive Server

Edinburg FD Rooftop

- Antennas:
 - Two (2) 7/800 Antennas

1.3 COMMANDCENTRAL AXS DISPATCH CONSOLE

Motorola Solutions' CommandCentral AXS Dispatch Console reduces the barriers between systems in the City of Edinburg dispatch center, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. CommandCentral AXS integrates the capabilities of other dispatch center technologies into a single, streamlined view. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will have an expansive feature set, a mission-critical IP network for transporting information and calls throughout the system, and robust integration capabilities with other dispatch center technologies.





Figure 1: One Screen, All the Resources Users Need

CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways:

- Next Generation Dispatch Experience — Responds to touch, type, or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best suits them. Extensive customization options, flexible deployment configurations, and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change overtime.
- Pain-Free Enhancements — Simplifies keeping up-to-date with new features, fixes, and security updates via Internet download (with valid subscription). Based on permissions from system administrators, users may trigger the download themselves without disrupting console operation. This flexible approach to updates reflects the software focus of CommandCentral AXS, and allows the update process to work around differing schedules.
- Purpose-built Dispatch Console Accessories — Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, headset jack, and footswitch, designed and tested for industry-leading performance and reliability.

This solution also reduces operating costs and provides a smaller physical footprint in the command center without compromising on features or reliability. This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

1.4 NEXT GENERATION DISPATCH EXPERIENCE

CommandCentral AXS features a highly customizable graphical user interface (GUI) that provides quick, single- view access to important information and functionalities from different applications and systems. The browser- based GUI's versatile option panels and scalable resources allow users to organize and customize their dispatch experience and make engagement more familiar and intuitive from shift to shift. Option panels can be relocated, exposed, or hidden as needed, giving dispatchers more control of what information they see and how they interact with those resources. CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.

CommandCentral AXS features flexible window positioning and assist panel capabilities for quick and efficient access to services such as:



Figure 2: Mapping Panel UI Snapshot

- **Activity Log** — Provides an efficient point of reference for all incoming calls into a dispatch position, showing dispatchers detailed, searchable call information (radio resource name and call time) to enable faster and more informed response.
- **Paging** — Allows users to send customizable pages on radio resources. This flexible paging feature is integrated with CommandCentral AXS for both conventional and trunked radio resources, while an external paging encoder port on the CommandCentral Hub with Client PC enables third- party paging encoders to send pages on the selected radio resources. The use of .wav paging audio files allows any type of tone page to be sent by CommandCentral AXS as well as alerting warbles or even recorded messages.
- **Patch Capabilities** — Enables dispatchers to set up a communication path between two or more resources that are normally unable to communicate with each other, such as trunked resources, conventional resources, and console telephony resources.
- **Alert Tones** — Allows dispatchers to send one of fifteen user-configurable alert tones on selected radio resources. Fifteen default .wav files are provided with the dispatch position software, but any combination of these default files may be replaced with customized .wav files to meet specific needs.
- **Channel Marker** — Enables dispatchers to send a periodically repeating piece of audio on radio resources, based on a customizable .wav file to meet the specific needs.

Flexible deployment options enable the GUI to be displayed on one or more dispatch position monitors or monitors used for other command center applications, allowing side-by-side or embedded views to better fit different dispatch workflows. This also gives users immediate access to necessary dispatch console features wherever they need. These integrations are designed to evolve and meet future needs as workflows change.

1.5 SIMPLIFIED UPDATES

CommandCentral AXS gives City of Edinburg personnel greater control of the software update process. Based on policies set by the system administrator, dispatchers can decide when updates will best fit in their workflow to minimize interruptions and ensure software is up-to-date when it is needed most. Users can access these update deployments through the Cloud Software Hub.

With Internet connectivity, users can perform the following actions:

Download the latest CommandCentral AXS software release into the cluster via the Cloud Software Hub.

- Manage software entitlement licenses via the Flexera Licensing website.
- Access product documentation through via the Motorola Solutions Learning Solutions website.

1.6 RELIABILITY/AVAILABILITY

The CommandCentral AXS solution delivers high availability and minimized user downtime in the event of failures. The AXS console continuously monitors software processes and hardware elements and in the event of failure will rapidly restart failed software processes or launch replacement services on the remaining healthy hardware elements.

1.7 APX 6500 ENHANCED MOBILE RADIO SOLUTION

Motorola Solutions' APX 6500 Enhanced mobile radio offers a flexible, mission-critical platform that brings reliable communications anywhere City of Edinburg operation requires. With a lighter and more compact form factor that works within a variety of vehicle ecosystems, the APX 6500 Enhanced supports multiple configuration options and advanced safety applications directly from the field, such as ViQi Virtual Partner, SmartConnect, and GPS location tracking. These features allow field personnel to stay in command of an incident and respond safely and efficiently with updated intelligence.



The APX 6500 Enhanced mobile is built to evolve alongside City of Edinburg personnel as new features and functionalities become available and operational needs change. This includes Wi-Fi support and connection to LTE routers for faster software updates.

The APX 6500 Enhanced mobile radio offers the following key benefits:

- **Easy Installation** – Streamlines installation and reduces cost with a smaller footprint and, if necessary, the reuse of trunnions.
- **SmartConnect Integration** – Offers automatic switchover to Wi-Fi (with configuration to Wi-Fi hotspot and an LTE router in the vehicle) when out of range of LMR coverage. This SmartConnect integration extends public safety communications over carrier networks when in areas such as remote areas and municipalities.
- **ViQi Virtual Partner Integration** – Provides vital public safety information via voice using this cloud-based service. With a single button press and simple audio prompt, personnel can use natural language to run a license plate or driver's license, and search for vehicles with matching vehicle identification numbers from the field without disruption. ViQi Virtual Partner is accessed with the keypad microphone or O3 control head via a programmable button, if applicable.
- **CommandCentral Integration** – Integrates CommandCentral Aware suite capabilities, such as Impact Detection, to trigger an alert in the event of a vehicle crash and allow dispatch personnel to respond immediately as new developments occur.
- **P25 and Legacy Interoperability** – Unifies coordination and communication across different systems with P25 and legacy interoperability, supporting 700/800 MHz, VHF, UHF R1 frequency bands, and compatible with P25 Phase 1 and Phase 2 infrastructure.

- **Multiple Control Head Options** – Supports flexible configuration based on specific needs, with multiple control head options and different wired locations. The APX 6500 Enhanced mobile is compatible with the O2, O3, O5, and O7 control heads, as well as the E5 control head.

The APX 6500 Enhanced mobile is also compatible with the following advanced features and data applications: AES/DES Encryption, Programming over Project 25 (POP25), Text Messaging Over-the-Air Rekeying (OTAR), 12 character RF ID asset tracking, Dual Radio capabilities, Tactical OTAR, and motorcycle mounting capabilities.

1.8 DISPATCH POSITION CLIENT HARDWARE

The CommandCentral AXS dispatch console solution can be enhanced through dispatch peripherals, such as speakers, microphone, headset jack, and footswitch. These peripherals are designed for 24/7 usage without degradation in performance or reliability.

The CommandCentral AXS dispatch position features the following hardware elements:

- CommandCentral Hub with Client PC.
- Monitor.
- Speakers.
- Microphone.
- Headset jack box.
- Footswitch.

1.9 DESIGN ASSUMPTIONS

Motorola has taken the following into consideration in preparing this proposal. In the event that any of these considerations are found to be invalid, Motorola will review the impact on the schedule and pricing and may need to issue a contract change order.

- City of Edinburg will provide UPS backup for the Motorola provided back-room equipment for both the PD and FD locations.
- Motorola's understanding is that City of Edinburg is providing the backhaul from the PD and FD sites to the core to meet or exceed the needed connectivity requirements.
- The dispatch center will have enough space to accommodate the new AXS consoles. City of Edinburg is responsible to provide space to accommodate the dispatch equipment.
- There is no interoperability between Motorola's console positions and Harris core.
- Decommissioning and removal of any existing equipment is customer responsibility.
- Verint analog logger is included in the scope and price. There is a 24-channel logger proposed for the PD and 6-channel logger proposed for the FD
- No site work is required. Motorola assumes that all power, grounding, HVAC, etc. is in place and there will be plenty of available space.
- City of Edinburg will provide the dispatch furniture on which the new AXS consoles could be installed on. They will also provide the power outlets to power the new equipment.
- The AXS console location will be within 328ft of the backroom network equipment.
- Any required system interconnections not specifically outlined here will be provided by City of Edinburg.

- City of Edinburg will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s)
- City of Edinburg to resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of City of Edinburg.
- City of Edinburg's responsibility to ensure communication site meet space, grounding/surge suppression to R56 standards, power, and connectivity requirements. Any facility upgrades will be the responsibility of the customer.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola receiver(s). Should the customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola assumes that the work in the separate console project will be completed before the start of this project.



STATEMENT OF WORK

2.1 OVERVIEW

The document delineates the responsibilities between Motorola and City of Edinburg as agreed to by contract.

The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the Customer's holidays.	X	
Deliverable: Completed and approved project milestones throughout the project.		



Tasks	Motorola Solutions	Customer
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Planning		



Tasks	Motorola Solutions	Customer
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify rooftop to ensure that they are capable of supporting proposed antenna loads as described in the system description, if necessary.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	



Tasks	Motorola Solutions	Customer
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.	X	
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Removal and transport of old equipment as described in system description.		X
Deliverable: Equipment installed.		
Console Installation and Configuration		
Provide console furniture and make room for new console installation.		X
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X



Tasks	Motorola Solutions	Customer
Connect console to circuit demarcation points.	X	
Install CommandCentral Hub and all associated console equipment at each position.	X	
Install peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X



Tasks	Motorola Solutions	Customer
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.2 SCHEDULE

Below is a high level schedule of tasks with an approximate timeline and order of events. A final project schedule will be developed based upon mutual agreement between Motorola Solutions and City of Edinburg at the Detailed Design Review (DDR). The equipment order/ship timeline reflected below is the average lead time for materials. The duration may be impacted by global supply chain shortages.

High level schedule:

PROJECT PHASE	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Project Kickoff								
Design / Order								
Manufacture								
Install/Upgrade Dispatch								
Program / Config / Optimize								
Testing								
Cut-Over (Go-Live)								
Final Acceptance								



TRAINING PLAN

3.1 TRAINING OVERVIEW

Partnering with Motorola Solutions will enable City of Edinburg to build personnel competency and maximize return on investment.

Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to the City of Edinburg is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide the City of Edinburg’s personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with the City of Edinburg to tailor a final training plan to enable the City of Edinburg’s organization to operate, configure, and manage the proposed solution effectively and efficiently.



3.2 MOTOROLA SOLUTIONS TRAINING

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.

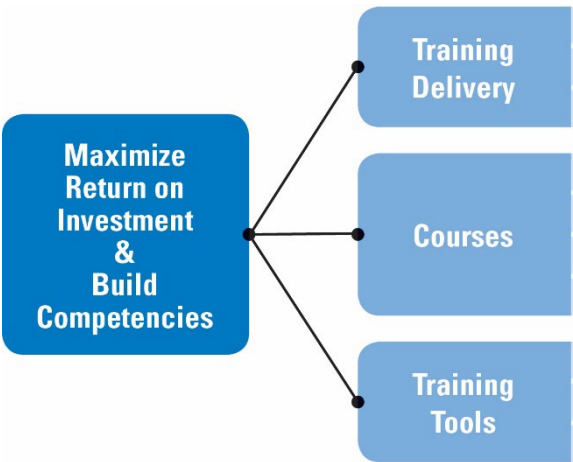


Figure 3-1: Build the competencies of City of Edinburg personnel and maximize your return on investment with Motorola Solutions’ expanding portfolio of training delivery methods, tools, and courses.

3.2.1 Training Delivery

Training Methods

Motorola Solutions’ training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer three interactive methods of training: Online Self-Paced, Virtual Instructor-Led, and Instructor-Led.



Figure 3-2: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

Delivery Options

Field

Field class delivery is “tailored” to the customer’s specific system. We are providing classes which are not offered as standard “Open Resident” classes at our training facilities. The students benefit from working on their own systems, at their home location and within their schedules.

Motorola Solutions Instructors

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally-recognized training and instructor assessment program.

3.3 PROPOSED TRAINING OVERVIEW FOR CITY OF EDINBURG

In order to achieve the training goals identified by City of Edinburg, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically.

3.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
CommandCentral AXS Dispatch Console ADMIN and CommandCentral AXS Dispatch Console Operator 6 training consoles Ratio: 2 per training console (Instructor-led)	Console Supervisors	1 (8-hour Session)	1 day	Edinburg, TX	Prior to training Operators	3

3.3.2 Course Descriptions for City of Edinburg

Course descriptions for City of Edinburg are included on the following pages.

3.3.2.1 CommandCentral AXS Dispatch Console Administrator

Course Synopsis and Objectives:	This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in administration. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console administration. By the end of this course, the student will be able to: ▪ Operate, administer and configure a CommandCentral AXS Dispatch position for daily use within an organization ▪ Identify the hardware components that make up the dispatcher position ▪ Describe the Purpose of the CommandCentral AXS Dispatch application ▪ Identify elements that make up the menu and toolbar structure within the Dispatch software ▪ Perform dispatcher operations: ○ Communicating with radios: transmitting and receiving calls within group and individual communications categories ○ Perform advanced signaling features i.e. Quicklists, Emergency call and alarms, Ambience Listening calls ○ Perform basic procedures within screen configurations i.e. expanding and compressing resources, adjusting volume ○ Perform basic procedures within resource groups i.e. multiselect or patch group, APB and patch transmit
Delivery Method:	ILT – Instructor-led training
Duration:	4 hours – CommandCentral AXS Dispatch Console Operator plus 4 hours – CommandCentral AXS Dispatch Console Administrator
Participants:	Dispatch Console Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	Course Modules: ▪ Course Introduction ▪ CommandCentral AXS Console Overview ▪ CommandCentral AXS Software Administrator Reference User Guide ▪ Course Summary ▪ Final Assessment

3.3.2.2 CommandCentral AXS Dispatch Console Operator

Course Synopsis and Objectives:	This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. By the end of this course, the student will be able to: ▪ Operate and configure a CommandCentral AXS Dispatch position for daily operational use within an organization ▪ Identify the hardware components that make up the dispatcher position ▪ Describe the Purpose of the CommandCentral AXS Dispatch application ▪ Identify elements that make up the menu and toolbar structure within the Dispatch software ▪ Perform dispatcher operations: ○ Communicating with radios: transmitting and receiving calls within group and individual communications categories ○ Perform advanced signaling features i.e. Quicklists, Emergency call and alarms, Ambience Listening calls ○ Perform basic procedures within screen configurations i.e. expanding and compressing resources, adjusting volume ○ Perform basic procedures within resource groups i.e. multiselect or patch group, APB and patch transmit
Delivery Method:	ILT – Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	Course Modules: ▪ Course Introduction ▪ CommandCentral AXS Console Overview ▪ CommandCentral AXS Software Operator Reference User Guide ▪ Course Summary ▪ Final Assessment

ADVANCED PLUS SERVICES

1.1 OVERVIEW

Motorola Solutions is proposing our Advanced Plus Services for ASTRO® 25 infrastructure, a comprehensive program to sustain the long-term performance of City of Edinburg's network. Advanced Plus Services consists of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- Remote Security Update Service (RSUS).
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Network Updates.
- Together, these elements will help to avoid operational disruptions and maintain the value of City of Edinburg's communications investment.

1.2 ADVANCED PLUS SERVICES ELEMENT DESCRIPTIONS

The following sections describe the elements proposed for City of Edinburg ASTRO 25 infrastructure.

1.2.1 Network Event Monitoring

Motorola Solutions will continuously monitor City of Edinburg ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions assesses each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

1.2.2 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with City of Edinburg to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

1.2.3 Network Hardware Repair

To restore City of Edinburg ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party

infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

1.2.4 Remote Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. These updates may inadvertently disrupt ASTRO 25 network operations and functionality.

To minimize cyber risks and software conflicts, Motorola Solutions provides the Remote Security Update Service (RSUS). With this service, Motorola Solutions deploys antivirus and operating system security updates on an ASTRO 25 network in a dedicated information assurance lab to test and validate them for use with ASTRO 25 networks.

Motorola Solutions tests whether applying these security updates degrades network service. If an update degrades performance, Motorola Solutions searches for a solution or workaround to address the issue before releasing that update.

With RSUS, Motorola Solutions will remotely install tested updates on City of Edinburg ASTRO 25 network. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation on a secured extranet website.

1.2.5 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to City of Edinburg ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Advanced Plus Services and in the Customer Support Plan agreed between City of Edinburg and Motorola Solutions.

1.2.6 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

1.2.7 Network Updates

The Network Updates service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, Network Updates keeps City of Edinburg ASTRO 25 network compatible with expansion elements, as well as new products or features. With Network Updates, City of Edinburg network will remain on a release that qualifies for support services.

Motorola Solutions will deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. The Network Updates service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.

- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at City of Edinburg site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, City of Edinburg will have access to the technology, support, and planning expertise needed for an effective upgrade.

1.3 Motorola Solutions Service Delivery Ecosystem

Advanced Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots and Customer Hub. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to City of Edinburg administrators and personnel through Customer Hub.

Service activities and Motorola Solutions' service team are described in more detail below.

1.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among City of Edinburg, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

1.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

1.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide City of Edinburg with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable City of Edinburg representatives to check repair status, from inbound shipment to return.

1.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be City of Edinburg key point of contact for the definition and administration of services. The CSM will work with City of Edinburg to define service delivery details to address City of Edinburg specific priorities.

1.3.5 Customer Hub

To provide City of Edinburg with quick access to service details, Motorola Solutions will provide our Customer Hub online network information tool. Customer Hub provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Figure 1-1: Customer Hub offers real-time, role-based access to critical network and services information.

With Customer Hub, City of Edinburg administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by Customer Hub will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

1.3.6 SUAI

Lifecycle Services that include our SUA II program are shown as an option in Section 6. Details of the SUA are outlined in the next section.

ASTRO® SYSTEM UPGRADE AGREEMENT STATEMENT OF WORK

5.1 OVERVIEW

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, City of Edinburg, TX (Customer) is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola Solutions, Inc. (Motorola) continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO® is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola’s [Software Support Policy \(SwSP\)](#).

5.2 SCOPE

As system releases become available, Motorola agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The term of the agreement is listed in Table 1: SUA Term. The eligible System Upgrade windows and their duration are illustrated in Table 2: Eligible System Upgrade Window.

With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 2: Eligible System Upgrade Window. Motorola may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola’s option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

Table 1: SUA Term

Duration	4 years
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Table 2: Eligible System Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window
Duration:	Duration:
2 years	2 years

The methodology for executing each System Upgrade is described in [Section 1.5](#). ASTRO® SUA pricing is based on the system configuration outlined in [Appendix B: System Pricing Configuration](#). This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path in [Appendix A: ASTRO® System Release Upgrade Paths](#). Should the Customer elect an upgrade path other than one listed in [Appendix A: ASTRO® System Release Upgrade Paths](#), the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

5.3 INCLUSIONS

Refer to [Table C-6: SUA Coverage Table](#) for more detailed information on the SUA inclusions referenced in this section.

5.3.1 System Upgrades

System Upgrade coverage includes the products outlined in [Appendix B: System Pricing Configuration](#) and does not cover all products. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

5.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to [Section 1.4.5](#) for further clarification on coverage.

5.4 LIMITATIONS AND EXCLUSIONS

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this document.

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers

Excluded Products and Services	Examples (Not Limited To)
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

5.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

5.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

5.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

5.4.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

5.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer's ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

5.5 GENERAL STATEMENT OF WORK FOR SYSTEM UPGRADES

5.5.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

5.5.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

5.5.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in [Section 1.5.1.1 Motorola Responsibilities](#), if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in [Section 1.5.1.1 Motorola Responsibilities](#). Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in [Appendix B: System Pricing Configuration](#).
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

5.5.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

5.5.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
 - Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

5.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

5.5.3 System Upgrade

5.5.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

5.5.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

5.5.4 Upgrade Completion

5.5.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

5.5.4.2 Customer Responsibilities

- Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

5.6 SPECIAL PROVISIONS

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

Any Motorola software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Software License Agreement. Any non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding non-Motorola Software. Non-Motorola Software may include Open Source Software.

ASTRO® SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO® 7.x software version in the Customer's system

or discontinues the ASTRO® SUA program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO® SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Upgrade Operations Team.

The ASTRO® SUA annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Customer terminates, except if Motorola is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination.

APPENDIX A: ASTRO® SYSTEM RELEASE UPGRADE PATHS

The upgrade paths for standard ASTRO® system releases are listed in Table A-3: Certified Standard ASTRO® System Release Upgrade Paths.

Table A-3: Certified Standard ASTRO® System Release Upgrade Paths

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to current shipping release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in Table A-4: Certified High Security ASTRO® System Release Upgrade Paths.

Table A-4: Certified High Security ASTRO® System Release Upgrade Paths

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO® 7.x platform is expressed in the form “ASTRO® 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO® System release with support for Public Key Infrastructure (PKI) Common Access Card / Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

Starting with the 2024 releases, Motorola is moving from the ASTRO 7.x release names to ASTRO Next. For the purposes of the SUA program, releases using the naming convention of AN (ASTRO Next) or A (ASTRO) will be considered the same.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.

- The information contained herein outlines Motorola's presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Motorola reserves the right to make changes to the content and timing of any product, product feature, or software release.

APPENDIX B: SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

Table B-5: System Configuration at Time of Contract

System Configuration	
Core Configuration	
Cloud-based Core	0
On-premises Main Site	0
On-premises Backup Site	0
System Level Features	
Standalone Servers (Critical Connect / Smart Connect)	0
MOSCAD NFM RTU (typically 1 per site location)	0
Network Management Clients	0
IMW Servers	0
Telephone Interconnect	0
Security Configuration	
AERSS Sensors	0
Firewalls	0
KMF Servers	0
KMF Clients	0
RF Site Configuration	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	0
DBR 8000 Base Stations	0
Dispatch Site Configuration	
Dispatch Site Locations	0
MCC 7500 Dispatch Consoles	0
AIS	0
CCGWs	3
MC EDGE Aux I/O	0

System Configuration	
AXS Console Dispatch Site Locations	2
AXS Console PDH (CommandCentral Hub)	8
AXS Servers	0
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0
MACH Alert FSA Purchased through Motorola	0
Genesis Applications Purchased through Motorola	0

APPENDIX C: SUA COVERAGE TABLE

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

Table C-6: SUA Coverage Table

ASTRO® Certified Solution	System Upgrade		
Equipment Provided by Motorola	Software	Hardware Full Product	Hardware Board-Level
Servers	✓	✓	
Workstations	✓	✓	
Firewalls	✓	✓	
Routers	✓	✓	
LAN Switches	✓	✓	
CirrusNode	✓	✓	
MCC 7500 Voice Processing Module	✓		✓
MCC 7500E Dispatch AIM	✓	✓	
MCC 7500E Dispatch (CommandCentral Hub)	✓	✓	
AXS PDH Client (CommandCentral Hub)	✓	✓	
SDM 3000 Aux I/O	✓	✓	
MC Edge Aux I/O	✓	✓	
GTR 8000 Base Stations	✓		✓
GCP 8000 Site Controllers	✓		✓
DSC 8000 Site Controllers	✓	✓	
GCM 8000 Comparators	✓		✓
Motorola logging interface equipment	✓	✓	

ASTRO® Certified Solution	System Upgrade		
PBX switches for telephone interconnect	✓	✓	
SDM 3000 RTU	✓		✓
Conventional Channel Gateway (CCGW)	✓	✓	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✓	✓	

NOTE: This SUA SOW is subject to the terms and conditions of the Lifecycle Management Addendum attached.

EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0323A	ASTRO MASTER SITE
2	UA00156AA	ADD: 5 CONSOLE OPS: AXS, MCC7500/E AND AIS
1	CA01316AA	ADD:UNC ADDTL DEVICE LIC (QTY 10)
1	CA03517AE	ADD: CORE EXPANSION
7	HKVN4737A	LICENSE,AXS STANDARD LEVEL RADIO RESOURCE CAPACITY LICENSE
7	HKVN4729A	AXS DISPATCH CONSOLE LICENSE
1	B1957A	AXS SOFTWARE DVD
7	HKVN4730A	LICENSE,AXS TRUNKING SERVICES LICENSE
7	HKVN4731A	LICENSE,AXS ADVANCED CONVENTIONAL SERVICES LICENSE
7	HKVN4732A	LICENSE,AXS SECURE VOICE SERVICES LICENSE
7	HKVN4733A	LICENSE,AXS INTEGRATED IRR
7	HKVN4736A	LICENSE,AXS AMBE+2 VOCODER ROYALTY AND LICENSE
7	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
7	CA03547AA	ADD: BRACKET, MOUNTING 2RU
7	CA03572AA	ADD: CABLE RETENTION BRACKET
7	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
7	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
7	B1951B	MICROPHONE, DESKTOP, USB
7	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
14	B1952B	SPEAKER, DESKTOP, USB
14	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
14	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
14	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
14	B1913A	MCC SERIES HEADSET JACK
7	RLN6099A	HDST MODULE BASE W/PTT, 25 FT CBL

QTY	NOMENCLATURE	DESCRIPTION
7	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
7	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
7	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
21	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
7	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
7	T8742A	MCAFFEE FOR WINDOWS CLIENT, A2019.2 +PLUS
2	CLN9066A	SWITCH,SWITCH,EX4100 24-PORT SWITCH NON TAA
2	T8492A	SITE ROUTER & FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	T8810A	STANDALONE DSC 8000 CONTROLLER
1	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER SW
1	CA03832AA	ADD: NM--DISPATCH SITE
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER
1	T8811A	DSC AC POWER SUPPLY CHASSIS
1	CA03800AA	ADD: SINGLE POWER SUPPLY FOR DSC
1	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT
2	SQM01SUM0333A	MCG 8000 CONVENTIONAL GATEWAY
12	CA03717AA	ADD: ACIM INTERFACE
2	CA03714AA	ADD: AC POWER
3	TRN7343A	RACK 7.5'
3	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
36	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
2	DSBCH11008	8 CHANNEL CONTROL STATION COMBINER (PASSIVE), CSC02,764-869MHZ
2	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50

QTY	NOMENCLATURE	DESCRIPTION
100	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
4	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
2	DS716M50B12X	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50-HF
2	DSTSXDFFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
6	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
6	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX
2	DS716M50B12X	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50-HF
100	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
100	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
4	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
2	DS716M50B12X	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50-HF
2	DSTSXDFFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
6	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
6	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX
2	DS716M50B12X	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50-HF
100	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
7	DSSMART1500SLT	UPS,TRIPP LITE 1500VA 900W UPS SMART TOWER AVR 120V USB DB9 SNMP
7	DS980000802	LOGITECH: Z150 MULTIMEDIA SPEAKERS, MIDNIGHT BLACK
1	DDN3516A	CONSOLIDATED SERVER MAX 4 VOICE CARDS
1	DDN3625A	ARCHIVE SERVER - BASE

QTY	NOMENCLATURE	DESCRIPTION
1	DQ09242024CREDPO3V2	VERINT QUOTE 09242024CREDINBURGH POLICEVOPTION3 VERSION 2
10	L37TSS9PW1AN	ALL BAND CONSOLETTTE
10	L998AB	ADD: LIMITED FRONT PANEL W/CLOCK/VU
10	CA01598AB	ADD: AC LINE CORD US
10	G51AT	ENH:SMARTZONE
10	GA05508AA	DEL: DELETE VHF BAND
10	GA05509AA	DEL: DELETE UHF BAND
10	G843AH	ADD: AES ENCRYPTION AND ADP
10	G806BL	ENH: ASTRO DIGITAL CAI OP APX
10	QA09113AB	ADD: BASELINE RELEASE SW
10	G361AH	ENH: P25 TRUNKING SOFTWARE APX
10	GA00318AB	ADD: 5Y ESSENTIAL SERVICE
10	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA
10	W969BG	ENH: MULTIKEY OPERATION
10	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
7	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE
7	W665BF	ADD: BASE STATION OP APX
7	G91AF	ADD: CNTRL STATION PWR SUPPLY
7	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX
7	G66BJ	ADD: DASH MOUNT E5 APXM
7	G51AU	ENH: SMARTZONE OPERATION APX6500
7	G142AD	ADD: NO SPEAKER APX
7	G843AH	ADD: AES ENCRYPTION AND ADP
7	G444AH	ADD: APX CONTROL HEAD SOFTWARE
7	G806BL	ENH: ASTRO DIGITAL CAI OP APX
7	GA01670AA	ADD: APX E5 CONTROL HEAD
7	QA09113AB	ADD: BASELINE RELEASE SW
7	G361AH	ENH: P25 TRUNKING SOFTWARE APX
7	W382AM	ADD: CONTROL STATION DESK GCAI MIC
7	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA

QTY	NOMENCLATURE	DESCRIPTION
7	W969BG	ENH: MULTIKEY OPERATION
7	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC
7	G89AC	ADD: NO RF ANTENNA NEEDED
7	HLN7042A	CONTROL STATION MOUNT
1	SQM01SUM0323A	ASTRO MASTER SITE
1	UA00674AA	ADD: 1 CONSOLE OP: AXS, MCC7500/E OR AIS
1	CA01316AA	ADD:UNC ADDTL DEVICE LIC (QTY 10)
1	CA03517AE	ADD: CORE EXPANSION
1	HKVN4737A	LICENSE,AXS STANDARD LEVEL RADIO RESOURCE CAPACITY LICENSE
1	HKVN4729A	AXS DISPATCH CONSOLE LICENSE
1	B1957A	AXS SOFTWARE DVD
1	HKVN4730A	LICENSE,AXS TRUNKING SERVICES LICENSE
1	HKVN4731A	LICENSE,AXS ADVANCED CONVENTIONAL SERVICES LICENSE
1	HKVN4732A	LICENSE,AXS SECURE VOICE SERVICES LICENSE
1	HKVN4733A	LICENSE,AXS INTEGRATED IRR
1	HKVN4736A	LICENSE,AXS AMBE+2 VOCODER ROYALTY AND LICENSE
1	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
1	CA03547AA	ADD: BRACKET, MOUNTING 2RU
1	CA03572AA	ADD: CABLE RETENTION BRACKET
1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
1	B1951B	MICROPHONE, DESKTOP, USB
1	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
2	B1952B	SPEAKER, DESKTOP, USB
2	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
2	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
2	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
2	B1913A	MCC SERIES HEADSET JACK
2	RLN6099A	HDST MODULE BASE W/PTT, 25 FT CBL

QTY	NOMENCLATURE	DESCRIPTION
1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
1	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
3	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
1	T8742A	MCAFFEE FOR WINDOWS CLIENT, A2019.2 +PLUS
1	CLN9066A	SWITCH,SWITCH,EX4100 24-PORT SWITCH NON TAA
1	T8492A	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T8810A	STANDALONE DSC 8000 CONTROLLER
1	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER SW
1	CA03832AA	ADD: NM--DISPATCH SITE
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER
1	T8811A	DSC AC POWER SUPPLY CHASSIS
1	CA03800AA	ADD: SINGLE POWER SUPPLY FOR DSC
1	CA03534AA	ADD: DSC AC POWER CABLE - US, 6 FT.
1	SQM01SUM0333A	MCG 8000 CONVENTIONAL GATEWAY
8	CA03717AA	ADD: ACIM INTERFACE. Need to change it to 8
1	CA03714AA	ADD: AC POWER
1	TRN7343A	RACK 7.5'
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
1	DSBCH11008	8 CHANNEL CONTROL STATION COMBINER (PASSIVE), CSC02,764-869MHZ
1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50

QTY	NOMENCLATURE	DESCRIPTION
50	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
1	DS716M50B12X	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50-HF
1	DSTSXDFFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
3	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX
1	DS716M50B12X	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50-HF
50	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
50	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
1	DS716M50B12X	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50-HF
1	DSTSXDFFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
3	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX
1	DS716M50B12X	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50-HF
50	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DSSMART1500SLT	UPS,TRIPP LITE 1500VA 900W UPS SMART TOWER AVR 120V USB DB9 SNMP
2	DS980000802	LOGITECH: Z150 MULTIMEDIA SPEAKERS, MIDNIGHT BLACK
1	DDN3516A	CONSOLIDATED SERVER MAX 4 VOICE CARDS
1	DDN3625A	ARCHIVE SERVER - BASE

QTY	NOMENCLATURE	DESCRIPTION
1	DQ09242024CREDFDO3V2	VERINT QUOTE 09242024CREDINBURGH FIREVOPTION3 VERSION 2
5	L37TSS9PW1AN	ALL BAND CONSOLETTTE
5	L998AB	ADD: LIMITED FRONT PANEL W/CLOCK/VU
5	CA01598AB	ADD: AC LINE CORD US
5	G51AT	ENH:SMARTZONE
5	GA05508AA	DEL: DELETE VHF BAND
5	GA05509AA	DEL: DELETE UHF BAND
5	G843AH	ADD: AES ENCRYPTION AND ADP
5	G806BL	ENH: ASTRO DIGITAL CAI OP APX
5	QA09113AB	ADD: BASELINE RELEASE SW
5	G361AH	ENH: P25 TRUNKING SOFTWARE APX
5	GA00318AB	ADD: 5Y ESSENTIAL SERVICE
5	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA
5	W969BG	ENH: MULTIKEY OPERATION
5	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE
1	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA
1	W665BF	ADD: BASE STATION OP APX
1	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC
1	G91AF	ADD: CNTRL STATION PWR SUPPLY
1	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX
1	G66BJ	ADD: DASH MOUNT E5 APXM
1	G51AU	ENH: SMARTZONE OPERATION APX6500
1	G142AD	ADD: NO SPEAKER APX
1	G843AH	ADD: AES ENCRYPTION AND ADP
1	G89AC	ADD: NO RF ANTENNA NEEDED
1	G444AH	ADD: APX CONTROL HEAD SOFTWARE
1	G806BL	ENH: ASTRO DIGITAL CAI OP APX
1	GA01670AA	ADD: APX E5 CONTROL HEAD
1	QA09113AB	ADD: BASELINE RELEASE SW

EQUIPMENT LIST



QTY	NOMENCLATURE	DESCRIPTION
1	W969BG	ENH: MULTIKEY OPERATION
1	W382AM	ADD: CONTROL STATION DESK GCAI MIC
1	G361AH	ENH: P25 TRUNKING SOFTWARE APX
1	HLN7042A	CONTROL STATION MOUNT

PRICING SUMMARY & PAYMENT TERMS

Motorola is pleased to provide the following equipment and services to City of Edinburg

Description	List Price (\$)
Infrastructure Equipment and Software	\$854,254
Subscribers	\$269,503
Professional Services for Implementation including: -Project Management -Engineering -System Technologist -Installation & Optimization for consoles and logging recorder -Installation & Optimization for antenna and lines -Training for consoles and logging recorder -Solution Testing & Verification -System Cut-over	\$639,285
Subtotal	\$1,763,042
HGAC Discount	-\$218,107
Total	\$1,544,935

Due to significant market volatility and material price fluctuations in raw materials such as steel, copper, finished wood and concrete, in the event of a cost increase in material, equipment or energy occurring during implementation of the project through no fault of Motorola Solutions, the contract price, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the contract documents. Motorola Solutions reserves the right to apply a fuel surcharge to the quoted freight rates on all shipments based on the cost of diesel at the time of shipment.

MAINTENANCE SERVICES & LIFECYCLE SERVICES

	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance Support	Included	\$70,681	\$74,742	\$80,672	\$83,619
Lifecycle & SUA Upgrade Services	Included	\$23,467	\$25,380	\$27,448	\$29,685
Total		\$94,148	\$100,122	\$108,120	\$113,304

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding subscribers, if applicable)

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

INFLATION REVIEW. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, “All Items,” Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. “All Items,” not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

SECTION 8

CONTRACTUAL DOCUMENTATION

This proposal is based upon the H-GAC RA05-21 agreement and subject to the terms and conditions of the enclosed H-GAC CSSA, its Exhibits and applicable Addenda, and remains valid for a period of 90 days from the date of the cover letter. City of Edinburg may accept this proposal by returning to Motorola a signed copy of the H-GAC CSSA and a purchase order that specifically references “PO subject to Motorola’s proposal and the terms and conditions of the H-GAC CSSA and Agreement (RA05-21).”



H-GAC Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of Edinburg, TX ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Customer desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Customer; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Customer) has solicited proposals for communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the "H-GAC Contract"), which provided that End Users may purchase communications and related equipment and services from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Special Provisions, Articles 2 and 6 of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications and related equipment and services from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated 2-1-25 _____

C-2 "Pricing Summary & Equipment List" dated 2-1-25 _____

C-3 "Implementation Statement of Work" dated 2-1-25 _____

Exhibit D "System Acceptance Certificate"

Exhibit E H-GAC Contract No. RA-05-21

Exhibit F Maintenance, Support and Lifecycle Management Addendum

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, except that Exhibit E shall prevail over this entire Agreement in the event of a conflict, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, including the H-GAC administrative fee, but excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the

System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all

of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____, which includes the H-GAC administrative fee. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract No. RA05-21. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem

acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer

alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the

Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full

extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In

addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon

execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

City of Edinburg, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and ___Southeast Texas Regional Planning Commission_____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and

no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Exhibit E

H-GAC Contract No. RA05-21

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins 08/01/21 and ends 07/31/23. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior Customer approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master

Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, 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, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: 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 Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, 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, loss of 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 Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

Unless otherwise agreed upon between Contractor and the End User, it will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent

unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, 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 the 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, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the 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. The 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, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement 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 the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

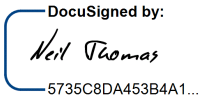
ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.

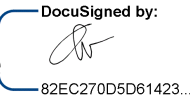
Signature 5735C8DA453B4A1...

Name Neil Thomas

Title Vice President, Western Region

Date 9/28/2021

H-GAC

Signature 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/27/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master 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, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. 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 claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to

provide the same prices, warranties, benefits, or terms to H-GAC and the END USER. 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

EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge, which is listed and detailed in the attached "Addendum A" to this contract, when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, 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 Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and END USER at the time an END USER purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

- a. General liability insurance with a Single Occurrence limit of \$1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit, including:
 - i. Product liability insurance with a Single Occurrence limit of \$1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- b. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- c. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- d. PDF Insurance Certificates must be furnished to H-GAC after contract execution and at policy renewal during term of contract, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- e. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- f. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the 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 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge, listed in Addendum A to this contract, for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written

guidance to advise H-GAC if this Master Agreement 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 Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas 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.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount

f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 21: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 23: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 24: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 25: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 26: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 27: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension,

continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

ARTICLE 28: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor agrees to comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 29: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Addendum A- Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

h-gac.com / hgacbuy.org

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5. Dealer/Reseller as Respondent

If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. Administrative Fee

For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Respondent is a Texas resident or a non-resident business.

Attachment A						
Motorola Solutions Inc.						
Radio Communications/Emergency Response Equipment						
Contract No.: RA05-21						
Line Item Reference Number	Product Code	Product Summary (detailing the items, equipment and/or services being offered for the specific product code)	Manufacturer	Vendor	Item Description	Bid Price
1	PA	Mobile and Portable radios and accessories Base Stations and accessories Radio Trunked Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Crime Center/ Video Solutions CAD and Records Management Biometrics Applications	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.</i>	APC Summary Provided Below.
					<i>Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	
2	PB	Integrated Command Control Equipment System Integration Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.</i>	APC Summary Provided Below.
					<i>Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	

3	PC	Emergency Trailers System Integration Services Command Vehicles Integrated Emergency Operations Center Incident Command Systems	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file</i>	APC Summary Provided Below.
					<i>Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	
4	PD	Project Management System Technologist Training Advanced Services Video and Network Management Testing Civil Work (Soil grading, fencing, grub work, etc...) Tower Services (concrete/foundation work, documentation, civil work, etc...) Network Services for all category technologies Cloud Services and Associated Integration	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.</i>	APC Summary Provided Below.
MOTOROLA INTEGRATION SERVICES - LMR						
Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Project Management Daily Rate*	\$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	System Technologist Daily Rate*	\$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Hourly Rate*	\$150
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Daily Rate*	\$1,200
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Radio Installation*	\$180-\$600
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Radio Programming*	\$55-\$125
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Data Installation*	\$180-\$600
					*Prices may vary by Region and Stated Scope. Travel Not Included.	
MOTOROLA INTEGRATION SERVICES - ADVANCED SERVICES						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG9-1-1 Consulting Services-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Project/Program Management-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Wireless Security Technician-Daily Rate*	\$1,900

			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Trainer-Daily Rate*	\$1,650
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Security Code Reviewer-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Planner-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Project Management-Daily Rate*	\$750
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Solution Achitech-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Solution Achitech-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Project Management-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Project Management-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Internet Protocol Network Assessment-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Customer Network Interface Design and Integration-Daily Rate*	\$2,100
APC SUMMARY						
	6	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Dispatch Support	
	42	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Upgrade Operations Support	
	43	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Field Service Support	

	127	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Shop Services	
	135	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Drop Ship Freight	
	185	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Subscriber Services	
	208	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Project Management Services	
	231	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Partner Maintenance Support	
	290	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Warranty Services	
	298	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Essential Support	
	306	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Site Development Services	
	348	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Premier Support	
	373	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Advanced Support	
	390	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Manager Support	
	427	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	3rd Party Services	
	431	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Essential	
	519	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Security Monitoring Support	
	560	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Remote Patching Support	
	561	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Network Monitoring Support	
	670	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Asset Management Service	
	700	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Advanced	
	701	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Premier	
	724	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola APX Next Management Support - Advanced	
	769	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Preventative Maintenance Support	
	772	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Technical Support	
	814	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Cyber Security Assessment Support	
	823	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Hardware & Software Support	
	847	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Services	
	848	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Monitoring	
	859	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Delta Risk Cyber Security Services	
	882	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO On-Site Support	
	929	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Infrastructure Repair Support	

	943	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Training Service Support	
	948	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	3rd Party Maintenance Support	
	969	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Local Patching Support	
	901	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Migration Assurance Program	
	902	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SMA	
	903	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SUA, SUA II	
	904	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SUS	
	905	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SA	
	390	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Performance Management Reports	
	659	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG-911	
	659	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security, IP Networking	
	670	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SI	
	842	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	311 Software	
	561	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Network Monitoring	
	769	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Network Preventive Maintenance & Onsite Infrastructure Response	
	769	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SUAII	
	772	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Technical Support	
	929	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Services	
	206	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Subscriber Repair	
	293	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Services/Training	
	17	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	PremierOne CAD Delivery Services	
	30	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Flex CAD Delivery Services	
	79	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Situational Awareness Delivery Services	
	86	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Emergency Notification Delivery Services	
	90	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	PremierOne Records Delivery Services	
	97	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Flex Records Delivery Services	
	99	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Flex Jail Delivery Services	
	141	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Digital Evidence Delivery Services	
	168	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Kodiak Delivery Services	

	327	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	CAD Mobile Delivery Services	
	331	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	CAD Suite Deployment	
	473	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Spillman Delivery Services	
	586	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	CallWorks Delivery Services	
	639	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Critical Connect Delivery Services	
	634	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	572	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	141	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Interface SA	
	144	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Professional Services, Training Analytics Plus Only	

Motorola Solutions' Offered Items Pricing (Catalog/ Price Book) is available on-line at: <https://www.hgacbuy.org/media/hgacbuy/catalogs/RA05-21/Motorola-Solutions.zip>

Exhibit F

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this “**MSLMA**”) is entered into between Motorola Solutions, Inc., with office at 500 W. Monroe, suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the H-GAC CSSA (“**Customer**”) and will be subject to, and governed by, the terms of the H-GAC Communications System & Services Agreement entered into between the Parties, effective as of [REDACTED] the (“**H-GAC CSSA**”). Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the H-GAC CSSA.

1. Addendum. This MSLMA governs Customer’s purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Ordering Document, related Services) from Motorola and will form part of the Parties’ Agreement. This MSMLA will control with respect to conflicting terms in the H-GAC CSSA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) (“Maintenance and Support Services”) and/or upgrade services (“Lifecycle Management”) as further described in the applicable Ordering Documents.

3. Terms and conditions

3.1 Maintenance and Support services

3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 Start Date. The “Start Date” for Maintenance and Support Services will be indicated in the applicable Ordering Document.

3.1.3 Auto Renewal. Unless the applicable Ordering Documents specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola’s then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Ordering Documents.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Ordering Documents.

3.1.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 Excluded Services.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this MSLMA or the applicable Ordering Documents, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Ordering Documents. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous

work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.1.14 Warranty. Motorola warrants that its Maintenance and Support Services under this section will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 Lifecycle Management Services

3.2.1 The Software License terms included in the H-GAC CSSA and its Addendum applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA is [REDACTED] years, commencing on [REDACTED], 201[REDACTED]. The Lifecycle Management Price for the [REDACTED] years of services is \$ [REDACTED], excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Ordering Documents, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Because there might be a significant time frame between when this MSLMA is executed and when a Communications System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered, in accordance with the EPSLA, and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle

Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on Communications System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Ordering Documents.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Ordering Documents, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this MSLMA or the applicable Ordering Documents, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the [] year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the [] year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

4. Payment

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

END



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

AWARDING OF BIDS

Agenda Item No: 11.E.

Master Lease Agreement

1. **Agenda Item:**

Consider Authorizing the City Manager to Enter a 60-Month Master Lease Agreement for the Lease of Twelve (12) Police Pursuit Vehicles (PPV) from D&M Leasing Company Through the Texas Local Government Purchasing Cooperative (Buyboard) Contract No. 774-24, in the Amount of Approximately \$2,113.75 Per Unit. [Jaime Ayala, Chief of Police]

2. **Description:**

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Staff is requesting to lease twelve (12) police pursuit vehicles (PPV), 2025 Chevrolet Tahoe PPV, including accessories, equipment, and installation. The total amount of the 60-month lease is approximately \$1,521,900.00. The amount is subject to change due to any increase or decrease in motor vehicle parts or delivery. The Lessor (D & M) will coordinate, manage, schedule, and facilitate the upfitting of the vehicles. Upon completion, the units will be delivered to the lessee (Edinburg Police Department). Once the units are delivered, the lessee will commence monthly payments.

POLICE TAHOE 60-MONTH LEASE				
Year	Monthly Payment	# of Units	Monthly Payments	Annual Payments
1	\$2,113.75	12	\$25,365.00	\$304,380.00
2	\$2,113.75	12	\$25,365.00	\$304,380.00
3	\$2,113.75	12	\$25,365.00	\$304,380.00
4	\$2,113.75	12	\$25,365.00	\$304,380.00
5	\$2,113.75	12	\$25,365.00	\$304,380.00
			Total	\$1,521,900.00

The Police Department will use forfeiture funds to pay monthly lease payments for the remainder of the current fiscal year 2024-2025 and for fiscal year 2025-2026.

3. **Staff's Recommendation:**

Approve Authorizing the City Manager to Enter a 60-Month Master Lease Agreement for the Lease of Twelve (12) Police Pursuit Vehicles (PPV) from D&M Leasing Company Through the Texas Local Government Purchasing Cooperative (Buyboard) Contract No. 774-24, in the Amount of Approximately \$2,113.75 Per Unit. [Jaime Ayala, Chief of Police]

Reviewed by:

Jaime Ayala, Chief of Police

Jaime Ayala, Chief of Police

Prepared by:

Iris Alvarado, Management

Services Administrator

Attachments:

- A. Final Open-End Master Lease DM 5.14.25
- B. Edinburg PD Revised 60 month quote
- C. Police Unit Equipment
- D. Police Unit Radio Equipment
- E. 2025 Tahoe Layout
- F. Commercial Vehicle Leasing LLC Sam.gov Verification
- G. City of Edinburg Mail - Compliance Verification for Quote#28889 Revised

MASTER OPEN-END VEHICLE LEASE AGREEMENT

MASTER OPEN-END VEHICLE LEASE AGREEMENT ("Master Lease") is entered into as of May 14, 2025 ("Effective Date") between COMMERCIAL VEHICLE LEASING, L.L.C., d/b/a D&M Leasing ("Lessor") and _____
City of Edinburg, Texas ("Lessee").

1. **Vehicles.** Lessor will, from time to time at the request of Lessee, lease to Lessee motor vehicles (together with all parts, accessions and accessories individually a "Vehicle" and collectively the "Vehicles") to be more fully described in schedules now or hereafter executed with reference to and incorporating therein this Master Lease (individually the "Schedule"). When Lessor accepts Lessee's request to lease a Vehicle, Lessor will order the Vehicle. If, at the time it requests to lease a Vehicle, Lessee requires any Upfitting (as defined in Section 11 below), Lessee shall communicate its needs to Lessor. As appropriate or otherwise agreed upon, Lessor may coordinate, manage, schedule and/or facilitate the Upfitting and/or incorporate the Upfitting (and the cost of the Upfitting) into this Lease, a lease quote and/or a Schedule. Lessee will take delivery of the Vehicle upon notice that the Vehicle is available for delivery. The taking by Lessee of delivery of a Vehicle shall conclusively establish Lessee's acceptance thereof for all purposes of this Master Lease. Subsequent to acceptance of the Vehicle, Lessor shall provide Lessee the Schedule applicable to the Vehicle which describes the Vehicle, indicates the applicable rent and sets forth certain other matters relative to the Vehicle as determined in accordance with the prior agreement of Lessor and Lessee. Lessee will promptly execute and return the specified copies of the Schedule to Lessor. Each Schedule shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to the "Lease," "this Lease", "hereunder" and "herein" shall be construed to mean each Schedule together with this Master Lease as incorporated herein.

2. **Lessee's Obligations.** Except as provided in Section 3, the obligations of Lessee under this Lease respecting the Vehicle commence at the earliest time any purchase order, confirming purchase order or contract of any nature transfers any right, title, and/or interest in the Vehicle to Lessor or creates or gives rise to any obligation or liability on the part of Lessor respecting the Vehicle. Except as provided in Sections 5, 14 and 19 and subject to Section 7, the term of this Master Lease with respect to the Vehicle shall end upon the date Lessor no longer has any interest therein.

3. **Rent and Other Payments.** Lessee shall pay to Lessor, or to Lessor's assignee (after notice of assignment), rent for the Vehicle in the amounts and at the times set forth in the applicable Schedule. For purposes of section 2251.021 of the Texas Government Code, acceptance and receipt of a Schedule constitutes receipt of an invoice: (i) for the Vehicle; and/or (ii) for each scheduled rent payment due hereunder. Further, for purposes of section 2251.021 of the Texas Government Code, delivery of the Vehicle to Lessee constitutes the receipt of goods under this Lease. Amounts other than rent payments due hereunder will be payable within thirty (30) days upon Lessee's receipt of an invoice for same from Lessor, or Lessor's assignee, or as otherwise

specified in the Schedule. Any and all amounts payable hereunder will be paid to Lessor at 17090 N Dallas Parkway, Dallas, TX 75248, or as otherwise directed by Lessor or Lessor's assignee. Payments received under this Lease may be applied to Lessee's then-accrued obligations to Lessor in such order as Lessor may choose.

4. **Essential Use.** Lessee has a need for the Equipment and expects to make use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

5. **Non-Appropriation.** Lessee agrees that its responsible financial officer will take all steps reasonably necessary to seek appropriations each year, to the extent permitted by law, that are sufficient to cover Lessee's payment obligations owed during the term of this Lease. Notwithstanding the foregoing and Section 3, in the event sufficient funds are not appropriated by the applicable government body or authority of Lessee for a budget period prior to the beginning of that budget period, or sufficient funds are otherwise not legally available with respect to the rent for the budget period for one or more Vehicle(s) (a "Non-Appropriation Event"), Lessee shall have no obligation to make payments for such Vehicle(s) for that budget period and shall only be obligated to make payments for the then current budget period, including any past due amounts. If a Non-Appropriation Event occurs, this Master Lease shall terminate as of the end of the then current budget period for all Vehicles and Schedules affected by the Non-Appropriation Event. Lessee agrees to provide notice of any Non-Appropriation Event promptly. If this Master Lease is terminated in accordance with this Section with respect to some or all Vehicles and Schedules, Lessee agrees to deliver the affected Vehicles to the location(s) specified by Lessor.

The obligation of Lessee to pay rent hereunder will constitute a current expense of Lessee, is from year to year, and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

6. **Deposit.** Lessee will have deposited or will deposit with Lessor any Deposit amount set forth in the Schedule. Lessor may, but will not be obligated to, apply any Deposit amount toward the cure of a default of Lessee hereunder or under any other agreement under which Lessee has obligations to Lessor, in which event Lessee will promptly restore the Deposit amount to the full amount originally deposited. Upon termination of the Lease, or if a default has then occurred hereunder, upon the curing thereof, Lessor will return to Lessee the remaining balance of any Deposit amount furnished by Lessee with respect to the Schedule.

7. **Unconditional Net Lease; No Offset; Survival.** This Lease is a net lease, and Lessee will not be entitled to any abatement of rent or other payments due hereunder or any reduction thereof under any circumstances or for any reason whatsoever. Lessee hereby waives any and all existing and future claims and offsets, against any rent or other payments due hereunder and agrees to pay such rent and other amounts as and when due regardless of any claim which may

be asserted by Lessee. Lessee by agreeing to make all payments under this Lease without offset has not waived any rights Lessee may have to prosecute any claim against Lessor in an action unrelated to this Lease. This Lease is terminable only as provided herein. The respective obligations of Lessor or Lessee will not be affected, nor will Lessor have any liability whatsoever to Lessee, by reason of any failure or delay in delivery of the Vehicle, any defect in or damage to or loss or destruction of the Vehicle from whatever cause, the prohibition of Lessee's use of the Vehicle, the interference with such use by any government, person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, any lack of right, power or authority of Lessor or Lessee to enter into this Lease or any other cause whether similar or dissimilar to the foregoing. The obligations and liabilities of Lessee hereunder respecting events occurring with respect to the Vehicle while covered hereby will survive the termination of this Lease.

8. **Lessor's Disclaimer of Warranties; Finance Lease Treatment under UCC and Waiver of UCC and Similar Rights.** Lessee agrees that it has selected each Vehicle leased hereunder based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: THE VEHICLE IS OF A SIZE, DESIGN, TYPE AND MANUFACTURE SELECTED BY LESSEE; LESSOR IS NOT THE MANUFACTURER OF THE VEHICLE; LESSOR IS NOT AN AGENT FOR THE MANUFACTURER OF THE VEHICLE; LESSOR IS NOT A DEALER WITH RESPECT TO THE VEHICLE; LESSEE IS LEASING THE VEHICLE **AS-IS** AND THAT ACCORDINGLY LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY EXPRESS AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE VEHICLE AND FURTHER SPECIFICALLY DISCLAIMS ANY AGREEMENT, REPRESENTATION OR WARRANTY IMPLIED BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, WITH RESPECT THERETO, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. Lessor does warrant, however, that Lessor has whatever quality of title to the Vehicle Lessor obtains from the supplier thereof, subject to this Lease and any liens or encumbrances created by Lessor pursuant to Section 24 hereof or which Lessee is obligated to discharge or satisfy. Lessee will make any claims as to the Vehicle against the manufacturers or suppliers or other appropriate third parties, and in connection therewith Lessor agrees, so long as no event of default has occurred and is continuing hereunder, that Lessee will have the right to obtain the benefit of and enforce in Lessee's own name and at Lessee's sole expense any manufacturer's or other third party's warranty or agreement in favor of Lessor with respect to the Vehicle to the extent such warranty or agreement is assignable. Lessor will execute and deliver such instruments as may be reasonably requested by Lessee to enable Lessee to obtain such benefits.

LESSEE UNDERSTANDS AND AGREES THAT THIS LEASE WILL BE TREATED AS A "FINANCE LEASE" WITHIN THE PURVIEW OF THE UNIFORM COMMERCIAL CODE ("UCC") AND THUS UNDER LAW LESSEE WILL BE ENTITLED TO THE PROMISES AND WARRANTIES LESSOR RECEIVES UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE VEHICLE, INCLUDING ANY MANUFACTURER, DEALER OR OTHER THIRD-PARTY WARRANTIES. LESSEE ACKNOWLEDGES THAT LESSOR HAS ADVISED LESSEE TO CONTACT THE DEALER

FOR A DESCRIPTION OF THOSE PROMISES AND WARRANTIES, INCLUDING ANY RELATED DISCLAIMERS OR LIMITATIONS, INCLUDING OF REMEDIES. CONSISTENT WITH THE ASSUMPTION BY LESSEE OF ALL RISKS RESPECTING THE VEHICLE AND THE TREATMENT OF THIS LEASE AS A "FINANCE LEASE," LESSEE WAIVES ANY RIGHTS, DEFENSES AND CLAIMS AGAINST LESSOR WHICH RELATE TO THE VEHICLE ARISING UNDER THE UCC OR SIMILAR APPLICABLE LAW.

LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY THE VEHICLE OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE VEHICLE.

9. **No Agency.** LESSEE ACKNOWLEDGES THAT NO AGENT OF A LEASE FACILITATOR OR THE DEALER OF THE VEHICLE IS AN AGENT OF LESSOR. LESSOR IS NOT BOUND BY A REPRESENTATION OF ANY SUCH PARTY AND, AS CONTEMPLATED IN SECTION 29 BELOW, THE ENTIRE AGREEMENT OF LESSOR AND LESSEE CONCERNING THE LEASING OF THE VEHICLE IS CONTAINED IN THIS LEASE AS IT MAY BE AMENDED AS PROVIDED IN THAT SECTION.

10. **Location; Inspection; Use.** Lessee will permanently garage the Vehicle at the Garaging Location designated in the Schedule, or at such other location at which the Vehicle may be garaged with the prior written consent of Lessor, and at all times, unless Lessor otherwise consents in writing, keep the Vehicle in Lessee's possession and control. Lessee will not remove the Vehicle from the United States for any period or from the state in which the Garage Location is located as specified in the applicable Schedule for more than thirty (30) consecutive days without Lessor's prior written consent. Whenever requested by Lessor, Lessee will advise Lessor as to the exact location of the Vehicle. Lessor will have the right to inspect the Vehicle and observe its use during normal business hours, and Lessee will ensure Lessor's ability to enter into and upon the premises where the Vehicle may be located for such purpose. The Vehicle will at all times be used primarily for commercial or business purposes, exclusive of transportation for hire, and operated by duly licensed adult drivers in a careful and proper manner and in compliance with all applicable laws, ordinances, rules and regulations, all conditions and requirements of the policy or policies of insurance required to be carried by Lessee under the terms of this Lease and all manufacturer's instructions and warranty requirements. Any modifications or additions to the Vehicle required by any such governmental edict or insurance policy will be promptly made by Lessee at its own expense.

11. **Alterations and Upfitting.** For purposes of this Lease, the term "Upfitting" means any augmentation, alteration or customization by adding or installing extra or auxiliary features or

equipment to a Vehicle. When requesting Upfitting prior to delivery of a Vehicle, Lessor shall have discretion to accept any Upfitting request from Lessee, which will generally not be withheld so long as the requested Upfitting does not detract from or impair the Vehicle's value or functional utility. Notwithstanding the foregoing, after delivery of a Vehicle, Lessee shall obtain Lessor's prior written consent before making any Upfitting, or any other alterations, additions or improvements of whatever kind or nature to a Vehicle. All additions and improvements of whatever kind or nature made to the Vehicle which cannot be removed without detracting from the Vehicle's value or functional utility shall belong to and immediately become the property of Lessor and shall be returned to Lessor with the Vehicle upon the Vehicle's return to Lessor.

12. **Vehicle Maintenance; Factory Recall.** Lessee, at its own expense, will: (i) maintain the Vehicle in good repair, condition and working order; (ii) will furnish all parts, mechanisms, devices and labor required to keep the Vehicle in such condition; and (iii) will pay all costs of the Vehicle's operation. All maintenance will be procured through qualified service facilities. If the manufacturer announces a recall campaign of which Lessee has knowledge for the repair and/or replacement of defective parts in/on the Vehicle, Lessee shall promptly have the relevant work performed on the Vehicle by a factory-authorized dealer. Lessor will send Lessee a copy of any manufacturer's notification received by Lessor indicating that the Vehicle or any part attached thereto has a potential defect or other possibly unsafe condition unless Lessor has previously sent Lessee the same notice as to another Vehicle of the same type. Lessor has no further obligation with respect to any manufacturer's recall campaign respecting the Vehicle.

13. **Loss and Damage.** Lessee assumes the risk of loss or damage to the Vehicle and, except as provided in this Section, no such event will affect the duties of the parties under this Lease. If the Vehicle is lost, stolen, damaged, confiscated, requisitioned, destroyed or otherwise rendered incapable of being in service, Lessee will notify Lessor thereof within two (2) business days. If the Vehicle has been damaged, and Lessor determines the Vehicle is repairable and/or Lessee's insurer does not declare the Vehicle a total loss, Lessee will cause the repairs to be made. Upon receipt of proof of the making thereof, Lessor will reimburse Lessee's repair costs up to the amount of any insurance proceeds Lessor receives under any insurance Lessee maintains hereunder with any excess being applied as contemplated in Section 15. If Lessor determines the Vehicle is not reasonably repairable, Lessee's insurer declares the Vehicle a total loss or any of the other events specified in the second preceding sentence occurs, Lessee will pay Lessor the Termination Value (as defined and set forth in Section 14 below) of the Vehicle. Upon such payment this Lease shall terminate with respect to such Vehicle, and Lessee or Lessee's insurer will be entitled to retain possession and ownership of the Vehicle on an **AS-IS, WHERE-IS** basis.

14. **Lease Settlement; Termination Value.**

a. **Surrender of Vehicle.** At any time after the expiration of one (1) year from delivery of the Vehicle to Lessee (such one year date, the "First Anniversary Date"), or upon proper notification of Non-Appropriation Event as described in Section 5, Lessee, upon not less than thirty (30) days prior notice to Lessor, may surrender the Vehicle to Lessor, for purposes of Lessor selling the Vehicle, at a location reasonably specified by Lessor, as more fully set forth below, provided the Lease is not then in default. Lessee

shall so surrender the Vehicle upon expiration of the term hereof, as specified in the Schedule, unless Lessor and Lessee agree to extend this Lease, in which case the Vehicle will be returned on or prior to expiration of the extended term with the same thirty (30) day notice to be given if the return is prior to expiration of the extended term. Following such surrender, Lessee's obligation to make further rent payments will cease (except as otherwise noted in this Section with respect to any rental adjustments), and Lessor shall sell the Vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at the time of sale; provided Lessor may choose ultimately to retain the Vehicle. Lessor may move the Vehicle from the location where surrendered to any other location Lessor deems advisable and/or clean or repair the Vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at the time of crediting when the Vehicle is retained by Lessor, as appropriate, net in either instance, minus a handling charge of \$750, Lessor's costs of sale (including but not limited to sales commission costs and costs of cleaning, repairing or transporting the Vehicle), and, in the event the Vehicle is returned prior to expiration of its term, an early termination charge of \$750, exceeds the Vehicle's then Termination Value, Lessee shall have no further settlement obligation to Lessor as to the Vehicle, and the excess shall be returned to Lessee after application to any amounts then owed by Lessee to Lessor. If the net amount is less than the Vehicle's Termination Value, Lessee shall pay Lessor the deficiency.

b. Termination Value. The "Termination Value" of the Vehicle shall equal the sum of: (a) all then due amounts hereunder other than rent; and (b) the then-outstanding Capitalized Cost (as set forth in the Schedule) of the Vehicle plus any accrued and unpaid lease charges. For purpose of calculating the outstanding Capitalized Cost, any Capitalized Cost Reduction (as set forth in the Schedule) will be deducted at lease inception and thereafter rents will be applied as of receipt first to related taxes, then to lease charges which have accrued on the outstanding Capitalized Cost since the prior rent payment at the "level yield" rate implicit in the Lease as to the Vehicle and finally to reduce the outstanding Capitalized Cost. The level yield rate will be calculated as contemplated in Financial Accounting Standards Board, Standard No. 13 for direct financing leases with reference to the net Capitalized Cost after deducting any Capitalized Cost Reduction, Residual Value (as set forth in the Schedule), rents and term for the Vehicle and the 30 day month, 360 day year and timely payment assumptions employed under that Standard.

c. Purchase of Vehicle.

i. Early Termination Purchase. As an alternative to surrendering the Vehicle to Lessor, so long as the Master Lease is not in default, Lessee may purchase the Vehicle for a purchase fee of \$500 plus an early termination charge of \$750 plus the Vehicle's then fair market value as reasonably determined by Lessor; provided, however, that such purchase option may only be exercised on the First Anniversary Date. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts

owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

ii. Scheduled Termination Purchase. Further, as an alternative to surrendering the Vehicle to Lessor on the scheduled lease maturity, if the Lease is not in default, Lessee may purchase the Vehicle for a purchase fee of \$500 plus the Residual Value, as specified in the Schedule. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

15. **Insurance**. Lessee shall keep the Vehicle insured under a standard collision and comprehensive policy providing coverage for not less than the Termination Value thereof and deductibles not in excess of \$1,000 naming Lessor and/or such other party as Lessor may designate as loss payee, and shall carry public liability and property damage insurance and uninsured motorist coverage with limits of not less than \$1,000,000 single limit covering the Vehicle and naming Lessor and such other parties as Lessor may designate as additional insureds and/or loss payee(s). All said insurance shall be primary, shall name Lessee as a named insured and shall be in a form and with companies approved by Lessor. Lessee shall deliver to Lessor a certificate or other evidence of the required insurance satisfactory to Lessor. Lessee's insurance company shall be listed on the certificate of insurance. Such insurance shall be in full force and current as of the date of this Master Lease and/or any Schedule, and Lessee shall maintain such insurance for the entire term of the Lease for the Vehicle or as long as Lessee has possession of the Vehicle, whichever is longer. Each insurer shall agree to give Lessor at least thirty (30) days written notice before the policy in question may be altered or canceled. Lessee agrees that Lessor and any assignee of Lessor are authorized by Lessee to contact Lessee's insurance provider, change the insurance limits, and obtain a copy of the policy in its entirety. The proceeds of such insurance, at the option of Lessor, will be applied toward (a) the restoration or repair of the Vehicle or (b) payment of amounts due under Section 12 and/or 13 and (c) payment of other obligations of Lessee then due hereunder. Any excess of such proceeds remaining shall belong to Lessee. **To the extent Florida law may apply to an event covered by the insurance maintained hereunder, the valid and collectible liability insurance and personal injury protection of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection required by §324.021(7) and 627.736 Florida Statutes.**

In the event Lessee is a self-insured governmental unit pursuant to Chapter 2259 of the Texas Government Code, then Lessee shall provide Lessor a certificate or other documentation that demonstrates that insurance coverage is provided through Lessee's self-insurance fund, and that Lessee's self-insurance and/or self-insurance fund meets the requirements of the State of Texas and this Master Lease.

16. **Titling; Registration.** Lessor shall retain title to all Vehicles leased pursuant to this Master Lease, and no right, title or interest in any Vehicles leased hereunder shall pass to Lessee except as expressly set forth in the Master Lease. Except as Lessor may effect titling or registration, in which event Lessee will reimburse Lessor its related expenses, the Vehicle will at all times be titled and/or registered by Lessee, at its own expense and as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the Vehicle, in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of the Vehicle in a jurisdiction other than one in which the Vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title to be furnished Lessor within sixty (60) days of the date of filing any application for titling or for re-titling of the Vehicle by or at the direction of Lessee. Absent Lessee's purchase of the Vehicle, Lessee understands and agrees that the Vehicle shall never be titled in Lessee's name; rather, title for any Vehicle shall reflect Lessor, Lessor's assignee, if any, or any other person as Lessor may determine in its sole discretion as the title owner of the Vehicle.

17. **Taxes; Fines.** Lessee will pay as directed by Lessor or reimburse Lessor for all taxes, including but not limited to property, excise and sales and use taxes (exclusive of federal and state taxes based on Lessor's net income, unless such net income taxes are in substitution for or relieve Lessee from any taxes which Lessee would otherwise be obligated to pay under the terms of this section 17), registration and other fees, charges and assessments whatsoever, however designated, whether based on the rent or levied, assessed or imposed upon the Vehicle or upon, or in respect of, the manufacture, purchase, delivery, ownership, leasing, use, return or other disposition of the Vehicle, now or hereafter levied, assessed or imposed under the authority of a federal, state or local taxing jurisdiction, regardless of when and by whom payable. Returns required in connection with the obligations which Lessee has assumed under this Section 17 will, at Lessor's option, be prepared and filed by Lessor or by Lessee in such manner as Lessor may direct. Each party will upon request furnish the other a copy of any such filing made or any governmental invoice received by such party covering such obligations.

a. **Tax Exemption.** If Lessee holds an exemption which would exempt Lessor and Lessee from any assessment contemplated hereby, Lessee agrees to provide a tax-exempt certificate (or other satisfactory evidence of the exemption) to Lessor within five (5) business days of the Effective Date of this Master Lease. Upon receipt of the tax-exempt certificate, Lessor will not attempt to pay taxes on Lessee's behalf, and Lessee will not be obligated to reimburse Lessor for any such taxes paid. Until presentation of a tax-exempt certificate, Lessor will proceed on the assumption that any applicable tax assessment is due. Once Lessee has provided a tax-exempt certificate, Lessor will adjust its procedures prospectively, but not retroactively. Lessor agrees to assign to Lessee, to the extent assignable, any claim for refund Lessor has with respect to prior payment of an assessment. If Lessee provides a tax-exempt certificate or otherwise claims to be tax exempt and it is subsequently determined that Lessee owes taxes and/or is not tax exempt, then Lessee shall be solely responsible and liable for any and all taxes.

b. Tickets, Tolls and Fines. Lessee is solely responsible for paying and shall be liable for all amounts incurred due to Lessee's possession, use and operation of the Vehicle, including but not limited to traffic tickets, parking tickets, toll charges, and all other charges, fines or fees incurred.

18. Lessor's Payment. If Lessee fails to procure or maintain insurance, to pay any taxes or other assessments required to be paid by Lessee or to perform any other obligation hereunder, Lessor shall have the right, but shall not be obligated, to effect such insurance, pay said assessments or perform such other obligation. In that event, Lessee will reimburse Lessor's cost thereof and pay Lessor a service charge of \$25.

19. Indemnification. Only to extent permissible under applicable law, without waiver of Lessee's sovereign immunity rights, and to the extent that the validity of this Master Lease is not adversely affected, Lessee agrees to indemnify, protect, defend and hold harmless Lessor and Lessor's assignees from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor or Lessor's assignees), of whatever kind and nature, incurred by or asserted against Lessor or Lessor's assignees (whether or not also indemnified against by any other person) in any way relating to or arising out of this Lease or the manufacture, purchase, ownership, delivery, lease, possession, use, operation, condition, repair, return or other disposition of the Vehicle. To the extent permitted by law, and to the extent that the validity of this Master Lease is not adversely affected, this indemnification includes vicarious liability, strict liability and environmental remediation claims respecting the Vehicle, including any of those claims arising out of events occurring during the term of this Lease or otherwise while the Vehicle is or was in possession of Lessee. Lessee agrees to give Lessor, and Lessor agrees to give Lessee, notice of any claim or liability hereby indemnified against within two (2) business days of learning thereof.

20. Default. Any of the following will constitute an "Event of Default" hereunder:

a. Lessee's failure to pay when due any rent or other amount due hereunder, which failure continues for ten (10) days after the due date thereof, provided that a Non-Appropriation Event shall not be considered a default hereunder;

b. Lessee's default in performing any other covenant, obligation, term or condition of this Master Lease or any other agreement between Lessor and Lessee or default under any agreement providing security for the performance by Lessee of its obligations hereunder, other than as referred to in subsection a. above, provided such default continues for more than twenty (20) days, except as provided in c. and d. below;

c. any writ or order of attachment or execution or other legal process being levied on or charged against the Vehicle as a result of Lessee's conduct and said writ or order is not released or satisfied within ten (10) days;

d. Lessee's failure to comply with its obligations under Section 15 or any attempted assignment of Lessee's interest in this Lease or to the Vehicle in violation of Section 24;

e. a final judgment for the payment of money in excess of \$100,000 being rendered by a court of record against Lessee which Lessee does not discharge or make provision for discharge in accordance with the terms thereof within ninety (90) days from the date of entry thereof;

f. death or judicial declaration of incompetency of Lessee, if an individual;

g. the filing by Lessee of a petition under the Bankruptcy Act or any amendment thereto or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, arrangement or extension, or the commission by Lessee of an act of bankruptcy;

h. the filing against Lessee of any such petition not dismissed or stayed within thirty (30) days of the filing thereof and, if the latter, thereafter continually stayed or dismissed;

i. the voluntary or involuntary making of an assignment of a substantial portion of its assets by Lessee for the benefit of creditors, appointment of a receiver or trustee for Lessee or for any of Lessee's assets, institution by or against Lessee or any other type of insolvency proceeding (under the Bankruptcy Act or otherwise) or of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee, Lessee's cessation of business activities or the making by Lessee of a transfer of all or a material portion of Lessee's assets or inventory not in the ordinary course of business;

j. the occurrence of any event described in subsections e., f., g., h. or i. hereinabove with respect to any guarantor or other party liable for payment or performance of this Lease;

k. any certificate, statement, representation, warranty or audit heretofore or hereafter furnished with respect hereto by or on behalf of Lessee or any guarantor or other party liable for payment or performance of this Lease proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified or having omitted any substantial contingent or unliquidated liability or claim against Lessee or any such guarantor or other party;

l. breach by Lessee of any other lease or agreement providing financial accommodation under which Lessee or its property is bound; or

m. a transfer of effective control of Lessee if an organization.

21. **Remedies.** Upon the occurrence of an Event of Default, Lessor may exercise any one or more of the following remedies:

a. Lessor may declare all amounts under the Lease due in the current fiscal year of Lessee immediately due and payable, whereupon such amounts shall be immediately due and payable;

b. In the event Lessee fails to pay any amounts owed hereunder to Lessor on or before the due date, Lessor may suspend performance required under this Agreement upon providing written notice informing Lessee that (i) payment of amounts due and owing have not been received; and (ii) Lessor intends to suspend performance for nonpayment. Such suspension of performance shall take effect on the tenth (10th) day after the date that Lessor gives its written notice to Lessee, and shall continue in effect until Lessee cures its nonpayment and/or the Lease is terminated;

c. To the extent permitted by law, as liquidated damages for the loss of the bargain and not as a penalty, Lessor may declare due and payable and Lessee shall pay a sum equal to the Termination Value plus the fees set forth in Section 14 if the Vehicle is not returned;

d. Lessor may demand the Vehicle be returned to Lessor at a location designated by Lessor at Lessee's sole cost and expense, or Lessor may take possession of the Vehicle, with or without demand or notice, wherever same may be located, without any court order or process of law and without liability for any damages occasioned by such taking of possession;

e. Lessor may sell or otherwise dispose of the Vehicle, whether or not in Lessor's possession, at public or private sale and with or without notice to Lessee and apply the net proceeds of such disposal, after deducting all costs thereof, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and broker's fees, to the Termination Value plus the fees set forth in Section 14, in which case the credit and deficiency rules set forth in this Master Lease shall apply. If a disposition is by a re-lease, the proceeds of the disposition shall equal the present value of the rental stream, excluding taxes, under the new lease using as the discount rate the implicit rate in the new lease or, if none, the then most recently published Wall Street Journal Prime Rate (or its equivalent if such rate is no longer published) per annum;

f. Lessor may retain the Vehicle and credit the reasonable value thereof, after deducting all disposition-related costs incurred to the date of crediting, to the Termination Value plus the fees set forth in Section 14, in which case the credit and deficiency rules set forth in this Master Lease shall apply;

g. Lessor may cancel this Lease on notice to Lessee;

h. Subject to Section 22, Lessor may sue for and recover all amounts then due hereunder and as they shall thereafter become due; and/or

i. Lessor may pursue any other rights and/or remedies available at law or in equity.

No right or remedy conferred herein is exclusive of any other right or remedy conferred herein or by law; but all such remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time.

22. **Dispute Resolution.** To the extent applicable, and in the event of a dispute regarding whether Lessee has breached the Lease, the parties agree to alternative dispute resolution (ADR) in the form of mediation as a prerequisite to suit. Such mediation shall be with a neutral, third-party mediator (mutually agreed upon by the parties) who is licensed as an attorney in the State of Texas. Each party shall bear one-half of the fee charged for the mediator's time, and each party shall bear its own costs, including attorneys' fees, incurred in connection with the mediation.

23. **Lessor's Expenses.** Lessee will pay or reimburse Lessor for all costs and expenses, including repossession, Vehicle disposition and court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor) as provided or permitted by law (including but not limited to Texas Government Code § 2251.043), not offset against amounts recovered or credited as contemplated in Section 21, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof. This obligation includes the payment or reimbursement of all such amounts whether an action is ultimately filed and whether an action filed is ultimately dismissed.

24. **Assignment; Liens.** Without the prior written consent of Lessor, Lessee shall not: (a) assign or otherwise transfer any of Lessee's rights or obligations under this Lease, (b) lend the Vehicle to any party or transfer any other interest in the Vehicle to any party by sublease or otherwise or (c) permit the Vehicle or this Lease to be subject to any lien, charge or encumbrance of any nature not created by Lessor.

Consent to any of the foregoing prohibited acts applies only in the specific, given instance and is not a consent to any subsequent like act by Lessee or any other person. Lessee's rights hereunder are not assignable and shall not be assigned or transferred by operation of law.

All rights of Lessor hereunder and in and to the Vehicle may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Lessee, but always, however, subject to the rights of Lessee under this Lease. If Lessee is given notice of any such assignment, Lessee will acknowledge receipt thereof in writing and will thereafter pay any amounts due hereunder specified in said notice as directed therein. In the event Lessor assigns this Lease or the rent due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Lessor hereunder or pursuant to any other agreement between Lessor and Lessee will excuse performance by Lessee of any provision hereof, it being understood that in the event of default or breach by Lessor that Lessee will pursue any rights on account thereof solely against Lessor, that the rights of the assignee will be free of any claim or defense Lessee may have against Lessor and that Lessee

will not assert against the assignee any claim or defense Lessee may have against Lessor. Without limiting the generality of the foregoing, the rights of an assignee will not be affected by any claim Lessee may have against Lessor resulting from Lessor's rejection of the Lease in a bankruptcy proceeding or Lessor's interference with Lessee's quiet enjoyment of the Vehicle. No such assignee will be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Lease, and Lessee agrees that no such assignment shall be deemed to increase or change Lessee's obligations hereunder.

Subject always to the foregoing, this Lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

25. **Late Charge; Dishonored Check.** In the event Lessee fails to pay any rent or any other amounts owed under this Lease on or before the due date, then Lessee shall pay interest on all past due amounts at the rate specified in section 2251.025 of the Texas Government Code. Lessee shall pay said interest, together with all accrued, unpaid amounts in accordance with sections 2251.025, 2251.026, 2251.027, and/or 2251.029 of the Texas Government Code. Lessee further will pay Lessor's then standard dishonored check charge for any payment instrument which is returned for insufficient funds.

26. **Markings.** If Lessor supplies Lessee with decals or other markings stating that the Vehicle is owned by Lessor, Lessee will affix and keep the same displayed on the Vehicle as directed by Lessor.

27. **Additional Documents.** If requested by a party, the other party shall procure and deliver to the requesting party such documents as the requesting party shall reasonably deem necessary or desirable in connection with this Lease. Without limiting the generality of the foregoing, Lessee further will furnish Lessor: (a) a fiscal year-end financial statement including balance sheet and profit and loss statement within one hundred twenty (120) days of the close of each fiscal year; (b) any other information normally provided by Lessee to the public; and (c) such other financial data or information relative to this Lease and the Vehicle as Lessor may from time to time request.

28. **Non Waiver.** No covenant or condition of this Lease can be waived except by the written consent of the party whose rights are affected. Forbearance or indulgence by a party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other party, and, until complete performance by said party of said covenant or condition, the party to which the performance is owed shall be entitled to invoke any remedy available to that party despite such forbearance or indulgence.

29. **Entire Agreement; Amendment and Modification.** This Master Lease and the Schedule(s) (and any exhibits or addenda hereto) constitute and contain the entire agreement between Lessee and Lessor regarding the leasing of Vehicles by Lessor to Lessee and any other matters set forth herein. The Master Lease and the Schedule(s) (and any exhibits or addenda hereto) supersede any and all prior agreements and understandings of the parties, whether written or oral, that relate to the subject matter hereof. Each of the exhibits and/or addenda, if any, referenced herein and attached hereto are incorporated herein by reference for all purposes and are

made a part of the Lease. The Master Lease and the Schedule(s) cannot be amended or modified orally. The parties hereto may amend, alter or supplement the Lease only by a written agreement signed by the party against whom enforcement is being sought.

30. **Notices; Designation of Authorized Representative.** Notices under this Lease shall be sufficient if in writing and given personally, mailed, U.S. mail certified postage prepaid, or sent by electronic means (such as email) to the party involved at its respective address set forth below or at such address as such party may provide from time to time on notice given as provided in this Section. Any such notice so mailed to such address shall be effective when deposited in the United States mail, duly addressed, with postage prepaid. Notices personally delivered will be effective upon delivery. Notice sent via electronic means is effective on the date the recipient receives the notice. For purposes of this Lease, Lessee shall designate its chief administrative officer or other officer or person as its Authorized Representative to receive any notices or other communications required under this Lease. Accordingly, Lessee hereby names and designates the following person as its Authorized Representative:

Authorized Representative Name:	Myra L. Ayala
Title/Position:	City Manager
Address:	415 W University Dr. Edinburg, Texas 78539
Phone Number:	956-388-8207
Email Address:	Mayala@cityofedinburg.com

31. **Number; Joint and Several Liability.** Whenever the context of this Lease requires, the singular number includes the plural. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

32. **Titles.** The titles to the sections of this Lease are solely for the convenience of the parties and are not an aid in the interpretation hereof.

33. **Time.** Time is of the essence with respect to Lessee's obligation to pay rent and other amounts owed under this Lease, and its obligations set forth in Sections 11, 12, 13, 15 and 17.

34. **Governing Law; Venue.** This Lease will be governed by the laws of the State of Texas. This Lease is performable in whole or in part in Hidalgo County, Texas. Venue for any action related hereto will be in an appropriate court in Hidalgo County, Texas, to which Lessee consents.

35. **Lessee's Representations and Warranties.** As of the Effective Date of this Master Lease, and the date on which Lessee signs the Schedule, Lessee represents and warrants to Lessor: (a) Lessee is a political subdivision duly organized under the constitution and laws of the State and will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision; (b) Lessee is authorized under the constitution and laws of the State to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder; (c) the execution and delivery of this Master Lease and any Schedule and the performance of Lessee's obligations hereunder and thereunder have been duly authorized by

all necessary action on the part of Lessee; (d) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof; (e) as of the date of entering into this Master Lease and/or any Schedule, Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to pay the rent scheduled to come due during the current fiscal year and to meet its other obligations under this Lease during the current fiscal year, and such funds have not been expended for other purposes; (f) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Vehicle(s) hereunder; (g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect the financial condition or properties of Lessee; (h) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Lease or in connection with the carrying out by Lessee of its obligations hereunder have been obtained; (i) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Vehicle(s) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided; (j) each person executing this Master Lease, the Schedule or any other related document on behalf of Lessee has been duly authorized to do so (each person so signing, joins in and makes this representation and warranty along with Lessee); (k) any and all financial data and other information which Lessee has submitted, or will submit, to Lessor is, or shall be at the time of delivery, as appropriate, a true, correct and complete statement of the matters therein contained; (l) this Master Lease and the Schedule constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (m) the Vehicle, if delivered in conjunction herewith by Lessor to a department or agency of Lessee or to any other entity or person designated by Lessee, whether at the request of Lessee, such department, agency, entity or person, is the Vehicle for all purposes of this Lease, and Lessee is primarily liable and shall remain primarily liable for its obligations under this Lease with respect to the Vehicle; (n) the Vehicle is essential to the governmental functions of Lessee, that Lessee has an immediate need for the Vehicle and will be used by Lessee solely for the purpose of performing one or more of Lessee's essential governmental functions consistent with the permissible scope of Lessee's governmental authority immediately after delivery and for the foreseeable future; and (o) the Vehicle will not be used in a non-governmental capacity such as by a business or for the personal use of a person or entity other than the Lessee.

36. **Waiver of Trial by Jury.** LESSOR AND LESSEE IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL

PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY THE PARTIES. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

37. **Prohibition Against Boycotting Israel & Doing Business with Foreign Terrorist Organization.** Pursuant to sections 2252.152 and 2270.002 of the Texas Government Code, Lessor represents and warrants that it does not boycott Israel and will not boycott Israel during the term of the Master Lease. Further, Lessor represents and warrants that it does not engage in business with Iran, Sudan, or any foreign terrorist organization (as defined and/or determined by the Texas Comptroller).

38. **Severability.** If any provision in this Master Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, as if this Master Lease had been executed without any such invalid provision having been included.

39. **Electronic Signatures.** The parties hereto agree that this Master Lease (and any Schedules or any other related or ancillary documents) may be signed by electronic means. Any electronic signature and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law including the Electronic Signatures in Global and National Commerce Act and/or any State law based on the Uniform Electronic Transactions Act. Each party agrees that any electronic signatures may used by the parties in lieu of an original, manual signature page(s) for any and all purposes, and each party agrees that they shall be entitled to rely on any such electronic signature purportedly given by or on behalf of the executing party without further verification. Notwithstanding anything contained herein to the contrary, Lessor is under no obligation to accept an electronic signature in any form or in any format unless expressly agreed to by Lessor pursuant to procedures approved by it. Lessee agrees that, if requested by Lessor, Lessee will provide an original manually executed counterpart.

Certification by Lessee under Section 7701(h)
of the Internal Revenue Code

Lessee hereby certifies under penalty of perjury that Lessee intends that more than 50% of the use of each Vehicle will be in Lessee's trade or business. Lessee further states that Lessee has been advised that Lessee will not be treated as the owner of any of the Vehicles for federal income tax purposes.

LESSEE:

City of Edinburg, Texas

By: _____

Name: Myra L. Ayala

Title: City Manager

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease as of the Effective Date set out above.

LESSOR:

COMMERCIAL VEHICLE LEASING,
L.L.C., d/b/a D&M Leasing

By: _____
Name: Austin Gurney
Title: Commercial Manager

Address:
17090 N Dallas Parkway,
Dallas, Texas 75248

LESSEE:

City of Edinburg, Texas

By: _____
Name: Myra L. Ayala
Title: City Manager

Address:
415 W University Dr.
Edinburg, Texas 78539



Open-End (Equity) Lease Quote

Quote: 28889

Prepared For: City of Edinburg PD

Date: 05/15/2025

Unit#: 28889

Quantity: 12

Unit: 2025 Chevrolet Trucks TAHOE 2WD 4dr Wgn LS PPV

Order Type: In Stock

Term: 60

State: TX

Customer#: 7656

Schedule#: 0.00

54435.00	Capitalized Cost of Vehicle ¹
0.00	Up Front Sales Tax Rate <u>0.0625</u> State <u>TX</u>
21.75	Initial License and Registration Fees
52661.25	Added Equipment (See Page 2)
0.00	Acquisition Fee
0.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract Gross
107118.00	Capitalized Cost LESS:
0.00	Cash Down
0.00	Trade Equity
0.00	Rebate
107118.00	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver
Ext Color
Int Color
License
GVWR 0



Contract # 744-24

1679.79 Depreciation Reserve @ 0.01568

433.96 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

2113.75 Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

0.00 Full Maintenance Program³

0.00 Miscellaneous

0.00 Additional Services Sub Total

Contract Miles 0

Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge 0.00 / Mile

#Tires 0 Loaner Vehicle Not Incl

0.00 Monthly Sales Tax 0

0.00 Total Monthly Insurance

2113.75 Total Monthly Rental Including Additional Services

6330.68 Reduced Book Value at 60 Months

250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

0.00 Commercial Liability Enrollment (Estimate Only)

0.00 Physical Damage (Estimate Only)

Liability Limit 0.00

Comprehensive/Collision Deductible: 0.00 / 0.00

Quote based on estimated annual mileage of 20000 and a Security Deposit of 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE City of Edinburg PD

BY

TITLE

DATE

05/15/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Quote: 28889

Date: 05/15/2025

Unit: 2025 Chevrolet Trucks TAHOE 2WD 4dr Wgn LS

Description	(B)illed or (C)apped	Price
Police Package Upfits	C	44732.7800
Interim Interest	C	500.0000
Motorola Radios	C	6478.4700
Transport	C	950.0000
Total Charges (B)illed		0
Total Charges (C)apitalized		52661.2500
Total of All Added Equipment and Other Charges		52661.2500

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	572552-B
Customer No.	CVL

Bill To
COMMERCIAL VEHICLE LEASING LLC 1400 W 7th St Ft Worth, TX 76102 United States

Ship To
(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

Contact: JERRY HADDAD
Telephone: 877-511-0101

Contact: Maria Rivera
Telephone: 281-728-1400

E-mail: trinity.willis@dmcommercial.com ;coleen.grebli

E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
04/03/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		JERRY HADDAD		on file
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
0	0	N	INFO EDINBURG PD Warehouse: HARL			0.0000	0.00
0	0	N	INFO **FRONT** Warehouse: HARL			0.0000	0.00
12	12	Y	EVP EMERGENCY VEHICLE PACKAGE Warehouse: HARL			4,150.0000	49,800.00
12	12	Y	VALR51J-PF3AL FED SIG 51" VALOR LIGHBAR, RBW/RBW, RBW/RBA/RBA/R Warehouse: HARL			0.0000	0.00
12	12	Y	HKB-TAH21-HP FED SIG 2022 SILVERADO PPV 52" LIGHT BAR Warehouse: HARL			0.0000	0.00
12	12	Y	PF400S17B FED SIG SIREN,400WATT,17BTN Warehouse: HARL			0.0000	0.00
24	24	Y	750501 FED AS124 100W HI-OUTPUT SPEAKER W/UNIVERSAL HARDWARE Warehouse: HARL			0.0000	0.00

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Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		JERRY HADDAD		on file
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
24	24	Y	750501-07 Mounting bracket for vertical applications Warehouse: HARL			0.0000	0.00
36	36	Y	EXPMOD32 FED SIG 32-CHANNEL EXPANSION MODULE Warehouse: HARL			285.0000	10,260.00
12	12	Y	OBD CABLE 20-GMCAN OBD CABLE 21+ TAHOE Warehouse: HARL			125.0000	1,500.00
12	12	Y	DESIGN SMC DESIGN FEE Warehouse: HARL			1,126.3000	13,515.60
12	12	Y	2025 CHEVY TAHOE PB450L6 W/ FED. SIGNAL MICROPULSE HK0809TAH21 SETINA PUSHBUMPER WRAP 2021 TAHOE Warehouse: HARL			321.3000	3,855.60
12	12	Y	COM3SRWC FED 6 LED light head; (3) LED Red, (3) LED White Warehouse: HARL center of the conosle			52.2500	627.00

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Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		JERRY HADDAD		on file
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
12	12	Y	PFSYNC-1 FED SIG SYNC MODULE Warehouse: HARL			187.5000	2,250.00
0	0	N	INFO ** SIDE** Warehouse: HARL			0.0000	0.00
72	72	Y	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: HARL			108.0000	7,776.00
36	36	Y	MPSM6-FPIU20SMW FED SIG MICROPULSE WEDGES Warehouse: HARL			37.3200	1,343.52
24	24	Y	MPSW9-RBW FED SIG MPS WIDE ANG, RED/BLUE/WHITE Warehouse: HARL			126.0000	3,024.00
12	12	Y	UNDEER MIRROR LIGHT MPSMW9-TAH21MIR Fed KIT BRKT MPSW9 MIRROR 21TAH Warehouse: HARL			52.0000	624.00
24	24	Y	UNDER MIRROR BARCKET XSM2-BRW FED Blue/Red/White DUAL HEAD MOUNT Warehouse: HARL			203.7500	4,890.00

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Maria Rivera			Maria Rivera - Harlinger		JERRY HADDAD		on file
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
0	0	N	INFO **REAR** Warehouse: HARL			0.0000	0.00
12	12	Y	ELSD-TAH21RBW FED SIG D-PILLAR LIGHTING SYSTEM, RBW, 21+ TAHOE/SI Warehouse: HARL Lighting system, D-Pillar, 2021-2024 Chevrolet Tahoe/Suburban, Red/Blue/White			1,302.5000	15,630.00
0	0	Y	MPSM6-TA21RS FEDSIG REAR SPOILER BRACKET Warehouse: HARL			128.7400	0.00
0	0	Y	MPS63U-RBA FED SIG, MICROPULSE ULTRA, RED/BLU/AMB Warehouse: HARL			108.0000	0.00
24	24	Y	REAR SPOLIER FED-416918-RBW FED SIG CORNER LED, R/B/W Warehouse: HARL TAIL LIGHT			75.0000	1,800.00

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Maria Rivera		Maria Rivera - Harlinger		JERRY HADDAD	on file	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
72	72	Y	416309-RBW FED SIG CIRCLE (3) LED, TRI COLOR, RED/BLU/WHT Warehouse: HARL 4-REAR BUMPER		62.5000	4,500.00
12	12	Y	2- LIFT GATE FED-416302 FED LIFTGATE GROMMET KIT, PAIR, CHEVY TAHOE-21 Warehouse: HARL		11.5500	138.60
24	24	Y	COM3SRWC FED 6 LED light head; (3) LED Red, (3) LED White Warehouse: HARL WORK LIGHT ON THE HATCH WITH A SWITCH		52.2500	1,254.00
24	24	Y	416918-RBW FED SIG CORNER LED SYSTEM, R/B/W Warehouse: HARL INSIDE REAR CARGO WITH A ROKCET SWITCH.		75.0000	1,800.00
0	0	N	INFO **CONSOLE** Warehouse: HARL		0.0000	0.00
12	12	Y	C-VS-1012-TAH-2 HAV 22" ANGLED CONSOLE, 2025 TAHOE PPV Warehouse: HARL FACEPLATES/BRACKETS:		487.5000	5,850.00

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Printed By: Maria Rivera

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	572552-B
Customer No.	CVL

Bill To
COMMERCIAL VEHICLE LEASING LLC 1400 W 7th St Ft Worth, TX 76102 United States

Ship To
(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

Contact: JERRY HADDAD
Telephone: 877-511-0101

Contact: Maria Rivera
Telephone: 281-728-1400

E-mail: trinity.willis@dmcommercial.com ;coleen.grebli

E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
04/03/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		JERRY HADDAD		on file
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
12	12	Y	C-EB25-XTL-1P HAV 1-PIECE EQ BRKT FOR XTL REMOTE HEADS & APX750 Warehouse: HARL 1 PIECE BRACKET FOR REMOTE RADIO CONTROL HEAD *****			0.0000	0.00
12	12	Y	C-EB40-SSP-1P HAV EQUIPMENT MTG BRKT 1PC 4MS Warehouse: HARL			0.0000	0.00
12	12	Y	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: HARL			45.5000	546.00
12	12	Y	C-ARM-108 HAV SIDE MOUNTED FLIP UP ARM REST Warehouse: HARL			167.0500	2,004.60
12	12	Y	C-FP-25 HAV 2.5 BLANK FILLER PLATE FOR CONSOLE Warehouse: HARL			0.0000	0.00
48	48	Y	C-FP-2 HAV 2.0 BLANK FILLER PLATE FOR CONSOLE Warehouse: HARL			0.0000	0.00
12	12	Y	C-LP2-USB-BL2 HAV CONSOLE ACCESSORY BRACKET W/ 2 LIGHTER PLUG Warehouse: HARL			104.6500	1,255.80

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GREENSBORO, NC 27407

Sales Quote

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E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
04/03/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		JERRY HADDAD		on file
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
12	12	Y	DS-PAN-432-2 HAV, PANASONIC TOUGHBOOK CF-55 DOCK, +LIND, RMK Warehouse: HARL DS-PAN-432-2, Docking Station For Panasonic TOUGHBOOK 55 Laptop With Advanced Port Replication & Dual Pass-Thru Antenna Connections With LIND Power Supply, NOTE TAB			962.6500	11,551.80
12	12	Y	CM-SDMT-SL-LED TROY HEIGHT ADJUSTABLE COMPUTER MOUNT, SIDE TO C Warehouse: HARL BOLTS TO SIDE OF CONSOLE, WILL ACCOMMODATE A CUSTOMER SUPPLIED DOCKING STATION			369.3800	4,432.56
36	36	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: HARL 1- RADIO 1- SIREN 1- RADAR			60.0000	2,160.00
0	0	N	INFO **CAGE** Warehouse: HARL			0.0000	0.00
12	12	Y	MISC FED KT-GM-SGRF-SC6-2 Warehouse: HARL Dual weapon mount with (2) SC6 locks, with No. 2 key and brackets			468.7500	5,625.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

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COMMERCIAL VEHICLE LEASING LLC 1400 W 7th St Ft Worth, TX 76102 United States

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(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

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E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
04/03/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Maria Rivera		Maria Rivera - Harlinger		JERRY HADDAD	on file	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
12	12	Y	KIT-TP-SL6-21TH-SS TROY PRISONER PARTITION Warehouse: HARL		821.8800	9,862.56
12	12	Y	KIT-TP-SL6-21TH-SS PS-21TH-OS-RL-FX TROY 2021 TH SEAT/BELTS/REAR PART Warehouse: HARL		1,540.0000	18,480.00
12	12	Y	PS-21TH-OS-RL-FX WG-21TH-SET TROY 2021 TAHOE WINDOW GUARDS Warehouse: HARL		261.2500	3,135.00
12	12	Y	WG-21TH-SET DC-21TH-SET Troy Door Covers Tahoe 21-22 Warehouse: HARL		206.2500	2,475.00
12	12	Y	2021-22 Chevy Tahoe driver and passenger side door covers; for passenger side only divide cost of full set in half for MSRP 805-0022-00 STALKER Dual - 2 Antenna Radar System Warehouse: HARL END USER: MAKE YEAR & MODEL:		2,900.0000	34,800.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	572552-B
Customer No.	CVL

Bill To
COMMERCIAL VEHICLE LEASING LLC 1400 W 7th St Ft Worth, TX 76102 United States

Ship To
(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
04/03/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		JERRY HADDAD		on file
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
12	12	Y	200-1475-00 STALKER 2021 Tahoe Ant/CU/Display Combo Mount Warehouse: HARL			205.4400	2,465.28
12	12	Y	200-1476-00 STALKER 2021 Tahoe Rear Antenna Mount Warehouse: HARL			162.6900	1,952.28
0	0	N	INFO **COMPUTER** Warehouse: HARL			0.0000	0.00
12	12	Y	MISC ARC.RBDM-G55WW-17-SSSRR-B Warehouse: HARL 5-IN-1 ANTENNA 1-GPS/ 2- 4G 5G/ 2-WIFI			278.8300	3,345.96
12	12	Y	MISC FZ-55J2-01BM Warehouse: HARL RUG.FZ-55J2-01BM			4,082.8800	48,994.56
12	12	Y	MISC FZ-VCN552W Warehouse: HARL VGA+SERIAL+LAN			140.2300	1,682.76

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4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

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E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
04/03/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		JERRY HADDAD		on file
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
12	12	Y	MISC CF-SVCPSY5 Warehouse: HARL			675.7200	8,108.64
12	12	Y	SERVICE BUNDLE MISC FZ-VNF551W Warehouse: HARL			116.1400	1,393.68
12	12	Y	SMART CARD MISC CP.MA5-0900600M-NNA Warehouse: HARL			1,437.6500	17,251.80
0	0	N	CRADLEPOINT IBR900 ROUTER INFO **CAMERA** Warehouse: HARL			0.0000	0.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

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COMMERCIAL VEHICLE LEASING LLC 1400 W 7th St Ft Worth, TX 76102 United States

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(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

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E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
04/03/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		JERRY HADDAD		on file
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
12	12	Y	FOCUS2-51-00 COBAN FOCUS H2 IN-CAR SYSTEM - PACKAGE 2 Warehouse: HARL FOCUS H2 IN-CAR SYSTEM - PACKAGE 2 2 CAMERAS AND WIRELESS MICROPHONE Features: • 4.3" touchscreen monitor • GPS • Crash Sensor • Smart Power Module (SPM) w/ UPS • 16 GB internal Solid State OS drive • 128 GB internal Solid State Fail-Safe drive • 64 GB removable Thumb Drive • Internal 802.11 A/G/N/AC wireless card • Backseat wide angle IR camera with built in covert microphone • Front facing HD low profile color camera • Wireless microphone & receiver • Three year limited hardware warranty			6,527.5000	78,330.00
12	12	Y	MZZ-01 COBAN MIS- ADAPTER PLATE Warehouse: HARL			160.0000	1,920.00
12	12	Y	SCOPT-27 COBAN OPT- TWO DUAL-BAND ANTENNA 802.11 A/G/N Warehouse: HARL (includes two (2) antennas)			241.2500	2,895.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	572552-B
Customer No.	CVL

Bill To
COMMERCIAL VEHICLE LEASING LLC 1400 W 7th St Ft Worth, TX 76102 United States

Ship To
(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

Contact: JERRY HADDAD
Telephone: 877-511-0101

Contact: Maria Rivera
Telephone: 281-728-1400

E-mail: trinity.willis@dmcommercial.com ;coleen.grebli

E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method		
04/03/25		UPS GROUND FREIGHT		QUOTED FREIGHT				NET30		
Entered By			Salesperson			Ordered By			Resale Number	
Maria Rivera			Maria Rivera - Harlinger			JERRY HADDAD			on file	
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price		
12	12	Y	LFEE-050 COBAN SHIPPING - IN CAR VIDEO SYSTEMS Warehouse: HARL				62.5000	750.00		
0	0	N	INFO **REAR BOX** Warehouse: HARL				0.0000	0.00		
12	12	Y	MISC INV-ES-FF-ET-TAH21-F-L/O Warehouse: HARL				1,372.9400	16,475.28		
12	12	Y	INV-ES-FF-ET-BIRCH-P INNOVATIVE, BIRCH FALSE FLOOR Warehouse: HARL ELECTRONIC STORAGE, ACCESSORY, FALSE FLOOR, ELECTRONIC TRAY, "BIRCH BOARD ONLY" INSERT, 35"W X 21"D, FITS ALL FALSE FLOORS, POLY SPRAY FINISH ON TOP SIDE ONLY				63.0900	757.08		
12	12	Y	INV-BOX-SD-382110-S INNOVATIVE SINGLE DRAWER BOX, 38"W X 21"D X 10"H Warehouse: HARL BOX, SINGLE DRAWER, 38" W X 21" D X 10" H, INCLUDES ELECTRONIC SLAM LATCH, DUAL PADDLE LATCHES, 500# DRAWER SLIDES, POLY COATED				1,191.0500	14,292.60		

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	572552-B
Customer No.	CVL

Bill To
COMMERCIAL VEHICLE LEASING LLC 1400 W 7th St Ft Worth, TX 76102 United States

Ship To
(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

Contact: JERRY HADDAD
Telephone: 877-511-0101

Contact: Maria Rivera
Telephone: 281-728-1400

E-mail: trinity.willis@dmcommercial.com ;coleen.grebli

E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
04/03/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		JERRY HADDAD		on file
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
12	12	Y	MISC INV-BOX-ACC-SLIDE-3818 Warehouse: HARL BOX, ACCESSORY, TOP SLIDE OUT. TO FIT ON TOP OF INV-BOX-SD-3821 BOXES. UTILIZES LASER CUT FRAME, BRACKETS, LOCKING SLIDES, AND PULL HANDLES. POLY COATED FOR DURABILITY.			603.6000	7,243.20
12	12	Y	INV-BRKT-MSO INNOVATIVE MAGNETIC STAND OFF BRACKET Warehouse: HARL BRACKET, MAGNETIC STAND OFF (ATTACHED TO BOX FRONT HOLDING FALSE FLOOR LID OPEN)			79.3000	951.60
12	12	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: HARL CERAMIC OR STANDARD - CERAMIC LIMO, LEGAL, OR % - 20 WHICH WINDOWS - FRONT 2 WINDOW FRONT STRIP (Y/N) - N			106.2500	1,275.00
12	12	Y	GRAPHIC APPEARAL GRAPHIC Warehouse: HARL INCLUDES INSTALLATIN			1,062.5000	12,750.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

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Ship To
(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

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E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
04/03/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		JERRY HADDAD		on file
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
12	12	Y	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: HARL			80.0000	960.00
12	12	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: HARL			45.0000	540.00
12	12	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: HARL			41.0000	492.00
0	0	Y	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: HARL radio provide by customer			0.0000	0.00
12	12	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HARL LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****			400.0000	4,800.00
12	12	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HARL RADIO AND COBAN INSTALLATION ** seats go back to customer **			5,500.0000	66,000.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

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Customer No.	CVL

Bill To
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Contact: Maria Rivera
Telephone: 281-728-1400

E-mail: trinity.willis@dmcommercial.com ;coleen.grebli

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
04/03/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Maria Rivera		Maria Rivera - Harlinger		JERRY HADDAD	on file	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
			Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days			

Print Date	05/15/25
Print Time	03:31:19 PM
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Printed By: Maria Rivera

Subtotal	522,393.36
Freight	14,400.00
Order Total	536,793.36

Billing Address:
EDINBURG, CITY OF
P O BOX 1079
EDINBURG, TX 78540
US

Quote Date:05/12/2025
Expiration Date:06/24/2025
Quote Created By:
Sid Basaldua
sidb@stcradios.com

End Customer:
ED PD - 12 APX6500 - 25-100307
JAMIE AYALA
JAIMEAYALA@CITYOFEDINBURG.COM
9562897745
Contract: HGAC RA05-21

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500			
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	12	\$2,568.14	\$30,817.68
1a	G806BL	ENH: ASTRO DIGITAL CAI OP APX	12	\$413.91	\$4,966.92
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	12	\$963.60	\$11,563.20
1c	G361AH	ENH: P25 TRUNKING SOFTWARE APX	12	\$240.90	\$2,890.80
1d	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	12	\$4.38	\$52.56
1e	GA01670AA	ADD: APX E5 CONTROL HEAD	12	\$523.41	\$6,280.92
1f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	12	\$0.00	\$0.00
1g	G67DT	ADD: REMOTE MOUNT E5 APXM	12	\$238.71	\$2,864.52
1h	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT	12	\$8.03	\$96.36
1i	W22BA	ADD: STD PALM MICROPHONE APX	12	\$57.67	\$692.04
1j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	12	\$48.18	\$578.16
1k	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	12	\$34.31	\$411.72
1l	QA09113AB	ADD: BASELINE RELEASE SW	12	\$0.00	\$0.00
1m	G843AH	ADD: AES ENCRYPTION AND ADP	12	\$381.79	\$4,581.48



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
1n	W969BG	ENH: MULTIKEY OPERATION	12	\$264.99	\$3,179.88
1o	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	12	\$0.00	\$0.00
1p	QA03399AA	ADD: ENHANCED DATA APX	12	\$120.45	\$1,445.40
1q	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	12	\$480.00	\$5,760.00
Product Services					
2	LSV01Q00387A	DEVICE - TEMPLATE	1	\$120.00	\$120.00
3	LSV00Q00202A	DEVICE PROGRAMMING	12	\$120.00	\$1,440.00

Grand Total **\$77,741.64(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1d	QA01648AA	ASKHOMID = 02B5



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

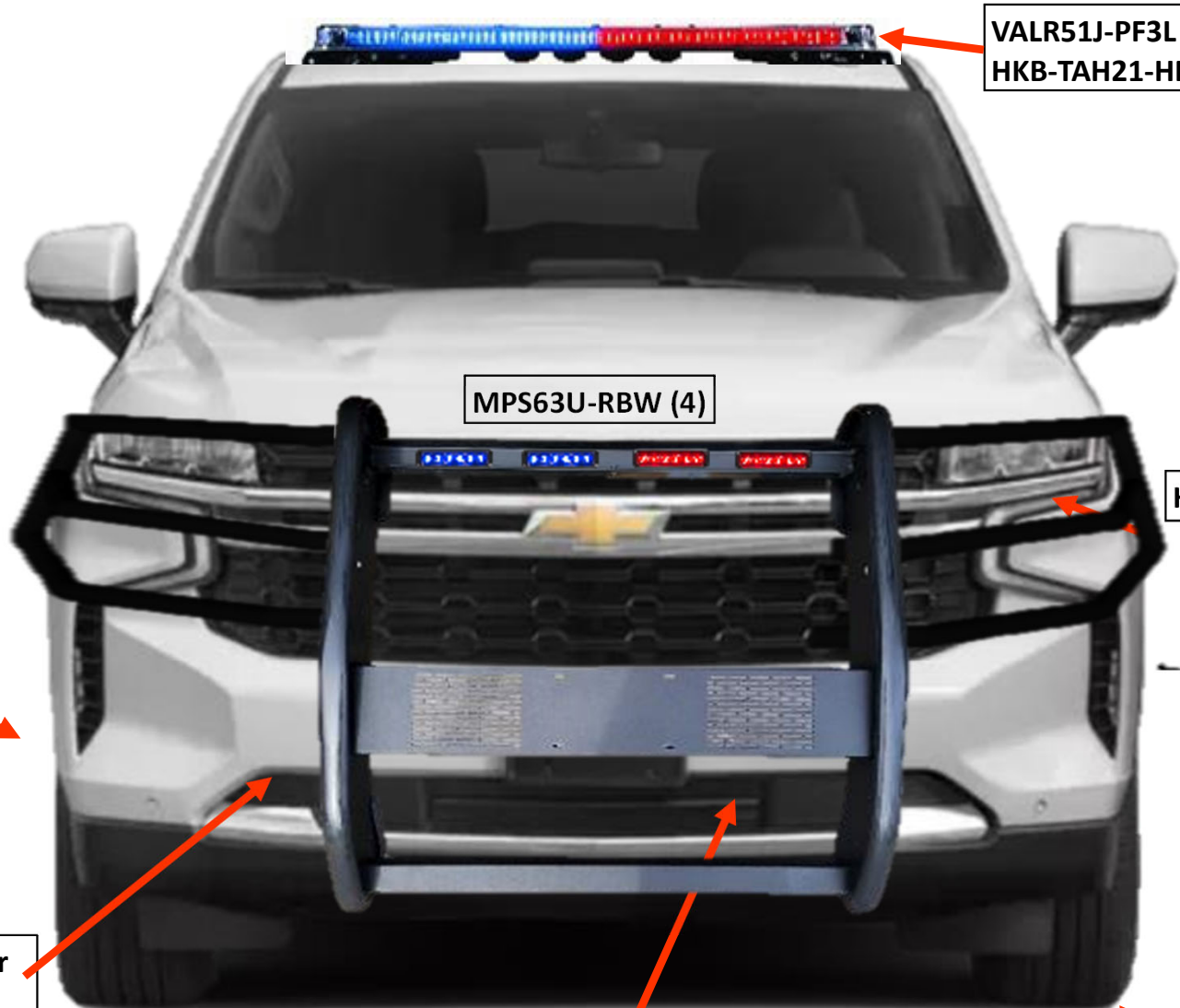
Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



VALR51J-PF3L
HKB-TAH21-HP

Pathfinder
PF20017B
Obd Cable
Sync Cable

SYNC

MPS63U-RBW (4)

Headlight Flasher

(2)MPS123U-RBW
Lights to be mounted
on pit bar



Federal Signal Pushbumper
DFC-PB-Tah21
4 Light Channel with wire
covers and upper and lower
guards

AS124 Speaker with Bracket installed in speaker channel
RBKIT2 with RBC2-TAH21ND dual rumbler bracket behind bumper



Dana Safety Supply- Harlingen
5002 Logans Run Cir.
Harlingen, Texas 78550
Cell: (281)748-1400
Sales Order #: Multiple

2025 Chevrolet Tahoe Police



COM3SRWC (5)

1- Middle of the console

2- Rear Hatch Door (Switch on driver side D Pillar)

VALR51

HKB-FRD15

XSM2-BRW

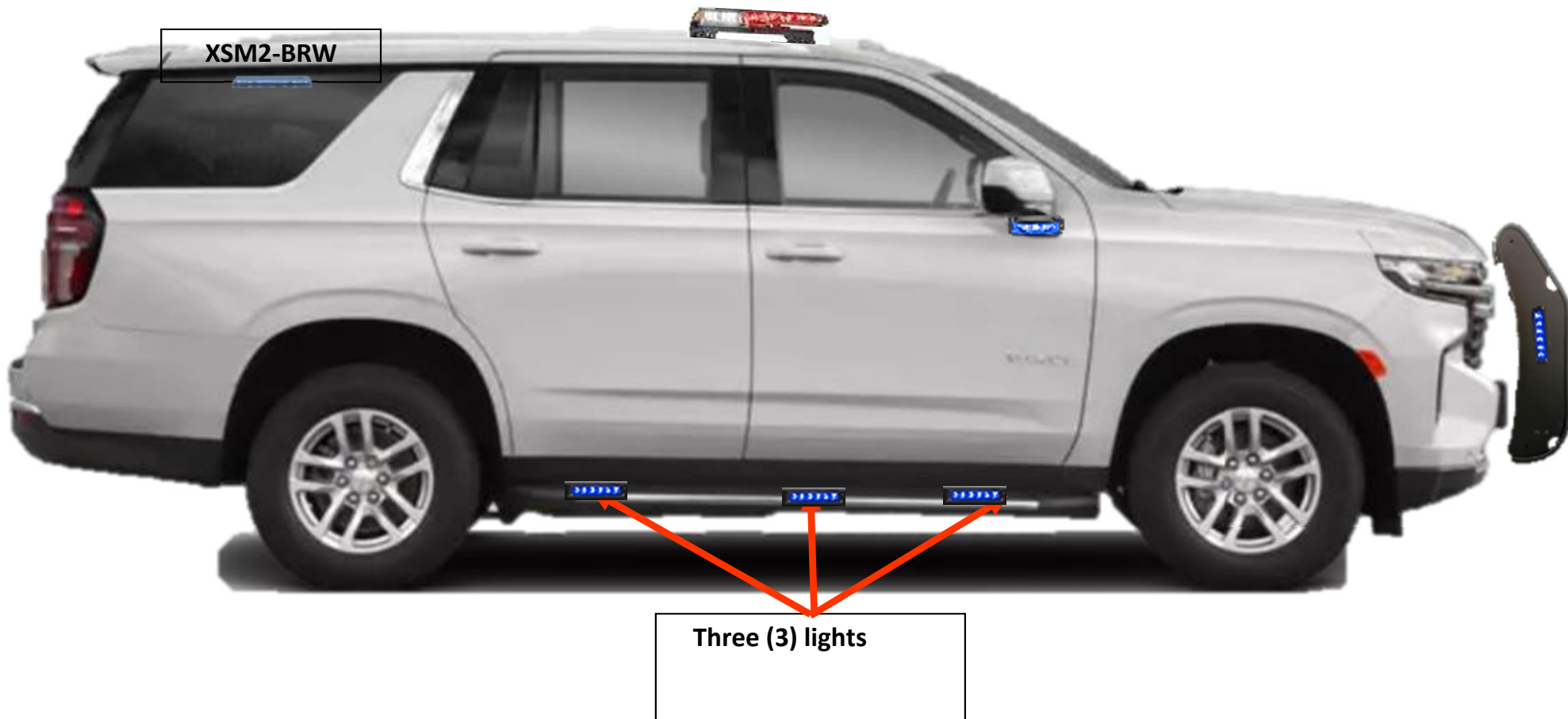


Three (3) Lights

DANA
SAFETY SUPPLY

Dana Safety Supply- Harlingen
5002 Logans Run Cir.
Harlingen, Texas 78550
Cell: (281)748-1400
Sales Order #:

2025 Chevrolet Tahoe Police



DANA
SAFETY SUPPLY.
Dana Safety Supply- Harlingen
5002 Logans Run Cir.
Harlingen, Texas 78550
Cell: (281)748-1400
Sales Order #:

2025 Chevrolet Tahoe Police



Dana Safety Supply- Harlingen
5002 Logans Run Cir.
Harlingen, Texas 78550
Cell: (281)748-1400
Sales Order #:

2025 Chevrolet Tahoe Police



Subaward Reporting is live on SAM.gov [Show Details](#)
Mar 8, 2025



[See All Alerts](#)

Entity Validation [Show Details](#)
Feb 4, 2025



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[Core Data](#)



Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Points of Contact

Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

Entity Information

COMMERCIAL VEHICLE LEASING LLC

Active Registration

Unique Entity ID CAGE/NCAGE
JRAGNAWK599 896L3

Expiration Date

Nov 20, 2025

Physical Address

**1400 W 7TH ST
STE 200
Fort Worth, Texas
76102-2625, United States**

Mailing Address

**1400 W 7TH ST STE 200
Fort Worth, Texas
76102-2625, United States**

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As (blank)	URL (blank)
Division Name (blank)	Division Number (blank)
Congressional District Texas 12	State/Country of Incorporation Texas, United States

Registration Dates

Activation Date Nov 22, 2024	Initial Registration Date Feb 20, 2019
Submission Date Nov 20, 2024	

Owner	CAGE	Legal Business Name
-------	------	---------------------

Immediate Owner	(blank)	(blank)
Highest Level Owner	(blank)	(blank)

Entity Dates

Entity Start Date Jun 6, 2013	Fiscal Year End Close Date Dec 31
----------------------------------	--------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Partnership or Limited Liability Partnership
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Limited Liability Company

Socio-Economic Types

Minority-Owned Business, Hispanic American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
No

Debt Subject To Offset [?](#)
No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **896L3**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Charles Cain

Address
1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102-2625
United States

Alternate Point of Contact

Brandon Haddad, Operations Manager

Address
1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102
United States

Government Business

Primary Point of Contact

Charles Cain

Address
1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102-2625
United States

Alternate Point of Contact

Brandon Haddad, Operations Manager

Address

1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102
United States

Past Performance

Primary Point of Contact

Brandon Haddad, Operations Manager

Address
1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102
United States

Alternate Point of Contact

Brandon Haddad, Operations Manager

Address
1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102
United States



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Compliance Verification for Quote#28889 Revised

2 messages

Rogelio Garcia <rgarcia@cityofedinburg.com>
To: Contract Admin <contractadmin@buyboard.com>
Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>

Thu, May 15, 2025 at 4:07 PM

Good Afternoon,

We have received this updated quote with a 60-month term from D&M Commercial Leasing using buyboard#644-24. Can you please verify that the quote prices are aligned with the contract?

Thank You,

--



Rogelio Garcia
Special Services Manager
Police Department

✉ : rgarcia@cityofedinburg.com
☎ : 956-250-9383
📞 : 956-289-7710
🌐 : cityofedinburg.com
📍 : 1702 S Closner Blvd, Edinburg, TX 78539



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 **5.14 Edinburg Revised Tahoe Quote 60 mos..pdf**
258K

Contract Admin <ContractAdmin@buyboard.com>
To: Rogelio Garcia <rgarcia@cityofedinburg.com>

Thu, May 15, 2025 at 4:28 PM

The product quoted is covered in the scope of the vendor's awards under the contract.

Melonie Perry

Contract Administrator



Due to the high volume of verification requests, members are asked to allow 2 business days for processing.

----- Forwarded message -----

From: Rogelio Garcia <rgarcia@cityofedinburg.com>
To: Contract Admin <ContractAdmin@buyboard.com>
Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>
Bcc:
Date: Thu, 15 May 2025 21:07:31 +0000

Subject: Compliance Verification for Quote#28889 Revised
Good Afternoon,

We have received this updated quote with a 60-month term from D&M Commercial Leasing using buyboard#644-24. Can you please verify that the quote prices are aligned with the contract?

Thank You,

--



Rogelio Garcia
Special Services Manager
Police Department

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📱 : 956-289-7710
🌐 : cityofedinburg.com
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2 attachments

5.14 Edinburg Revised Tahoe Quote 60 mos..pdf
258K

Compliance Verification for Quote#28889 Revised.eml
382K



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

ELECTION

Agenda Item No: 12.A.

Election Polling Locations

1. **Agenda Item:**

Discuss and Consider Possible Recommendations for Early Voting and Election Day Polling Locations to Submit to Hidalgo County for the City of Edinburg November 04, 2025 Municipal General Election. [Clarice Y. Balderas, City Secretary]

2. **Description:**

The Hidalgo County Elections Administration conducts the City's Uniform Elections, and in compliance with the Texas Election Code requirements designates the polling locations. All polling location recommendations will need to be evaluated and approved by the Hidalgo County Commissioners Court. Adding additional polling locations will be at an additional cost to the election and may require additional funding.

The following polling locations have been previously vetted, approved and used by Hidalgo County Commissioners Court in the City of Edinburg:

Early Voting

Hidalgo County Elections Annex Building (Annex Room), located at 317 North Closner Boulevard, Edinburg, Texas

University of Texas-Rio Grande Valley, Student Academic Center (UTRGV-STAC Lounge), located at 1201 West University Drive, Edinburg, Texas

Election Day

Hidalgo County Elections Annex Building (Warehouse Room), located at 317 North Closner Boulevard (North Entrance), Edinburg, Texas

University of Texas-Rio Grande Valley, Student Academic Center (UTRGV-STAC Lounge), located at 1201 West University Drive, Edinburg, Texas

Possible Polling Locations:

The following possible polling locations that have been previously vetted, approved and used by Hidalgo County Commissioners Court in the City of Edinburg:

Bert Ogden Arena located at 4900 S I-69C (South Hall), Edinburg, Texas

City of Edinburg Parks and Recreation and Wellness Center, located at 315 East Mark S. Peña Drive, Edinburg, Texas

De Escandon Elementary School (Lobby) located at 1100 E. Trenton Rd., Edinburg, Texas

Edinburg Conference Center at Renaissance (Conference Room) located at 118 Paseo Del Prado,

Edinburg, Texas

Hidalgo County Appraisal District located at 4405 Professional Dr., Edinburg, Texas

IDEA Edinburg College PREP(Gymnasium) located at 2553 N. Roegiers Rd. Edinburg, Texas

Monte Cristo Elementary School (Front Entrance) located at 4010 N. Doolittle Rd., Edinburg, Texas

South Texas Health Systems (Texas Room) located at 1102 W. Trenton Rd., Edinburg, Texas

Other Possible Polling Locations

The following are possible polling locations that have not been previously vetted, approved, and used by Hidalgo County Commissioners Court in the City of Edinburg:

De Zavala Elementary School located at 3615 W. Rogers Rd., Edinburg, Texas

UTRGV Testing Center located at 1407 E. Freddy Gonzalez Dr., Edinburg, Texas

3. Staff's Recommendation:

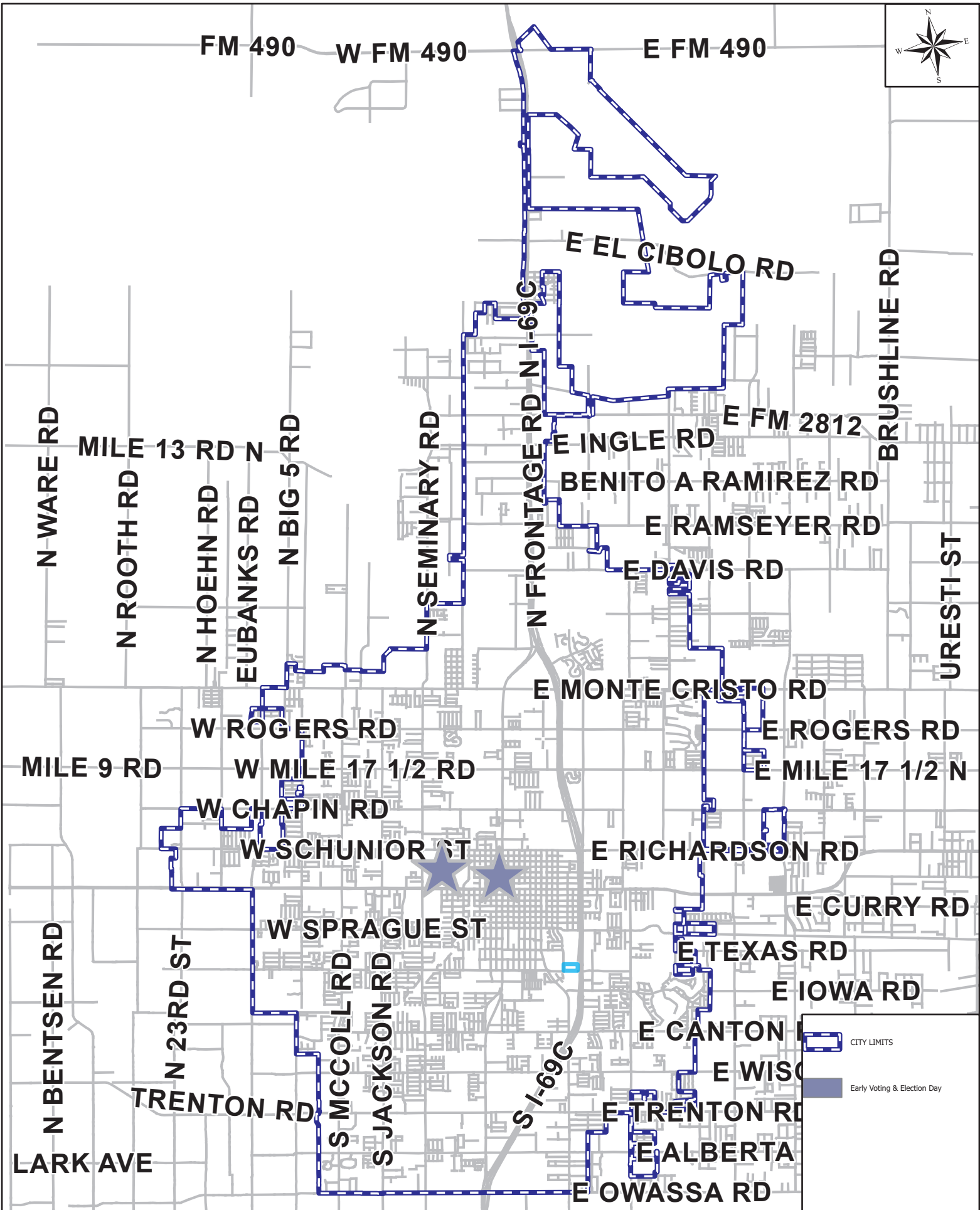
Discuss and Consider Possible Recommendations for Early Voting and Election Day Polling Locations to Submit to Hidalgo County for the City of Edinburg November 04, 2025 Municipal General Election.

Reviewed by:

Prepared by:
Clarice Balderas, City
Secretary

Attachments:

- A. Election Polling Locations Early Voting and Election Day
- B. Possible Polling Locations



FM 490

W FM 490

E FM 490

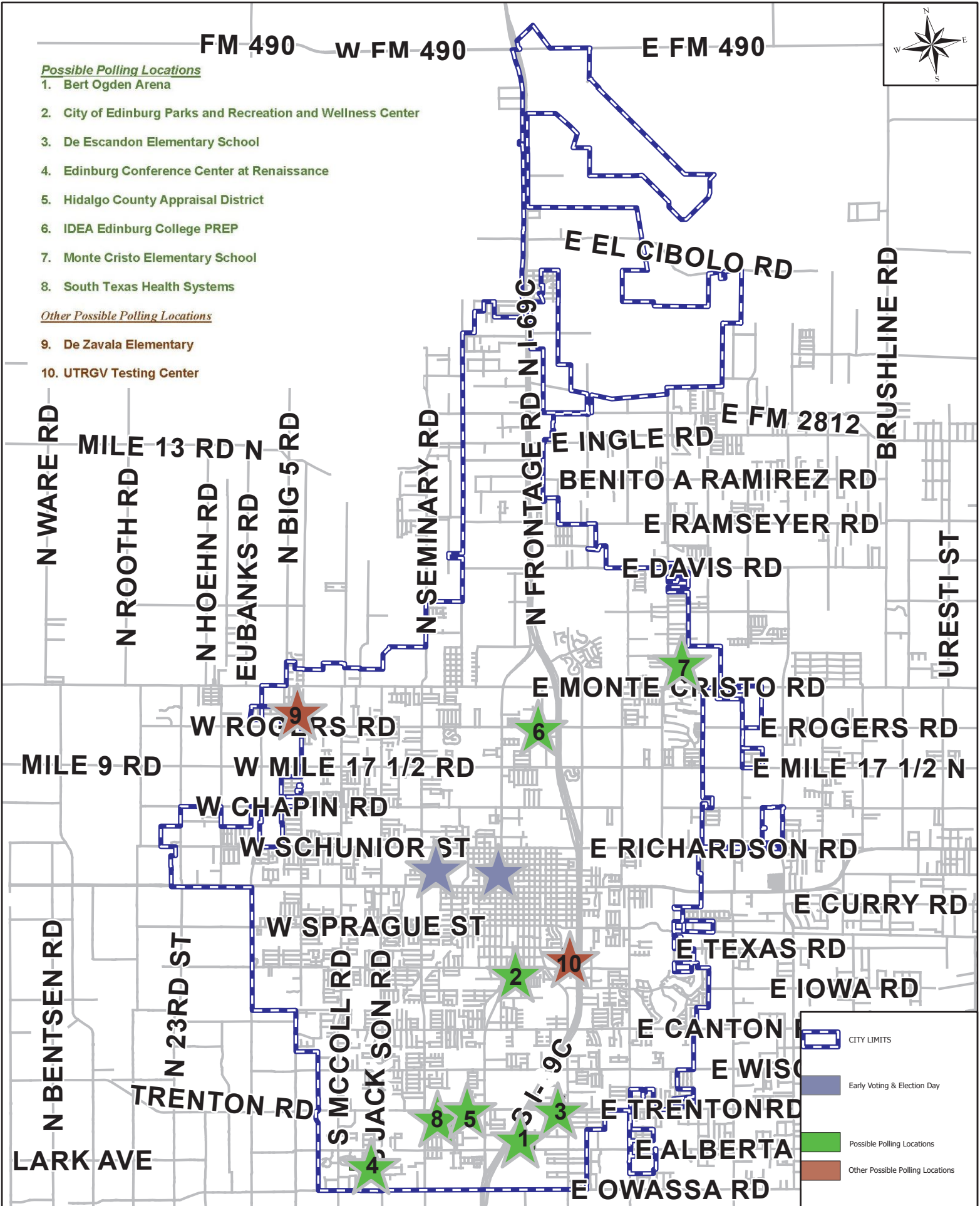


Possible Polling Locations

1. Bert Ogden Arena
2. City of Edinburg Parks and Recreation and Wellness Center
3. De Escandon Elementary School
4. Edinburg Conference Center at Renaissance
5. Hidalgo County Appraisal District
6. IDEA Edinburg College PREP
7. Monte Cristo Elementary School
8. South Texas Health Systems

Other Possible Polling Locations

9. De Zavala Elementary
10. UTRGV Testing Center





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

APPOINTMENTS

Agenda Item No: 13.A.

Appointments to Advisory Board

1. **Agenda Item:**

Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Zoning Board of Adjustment, Five Members and Four Alternates. [Clarice Y. Balderas, City Secretary]

2. **Description:**

City staff is presenting the following Appointments to the City Advisory Board, Council, Commission and Committee for consideration:

Zoning Board of Adjustment (5 Members; 4 Alternates)- Function: The Zoning Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, decision, or determination made by the Building Inspector. The Board of Commissioners may from time to time amend, supplement or change by ordinance the boundaries of the districts or the regulations herein established.

Present Members: Michael Aaron Cantu (Chair), Eliseo Garza, Jr. (Vice Chair), Gregory A. Vasquez (Member), Marc A. Gonzalez (Member); Andrew Leal Almaguer (Member), Ruben Ruiz, Jr. (Alternate), Dustin Garza (Alternate), Omar Govea (Alternate), Mathew Cruz (Alternate)

Applicant(s): Michael Aaron Cantu, Eliseo Garza, Jr., Gregory A. Vasquez, Marc A. Gonzalez; Andrew Leal Almaguer, Ruben Ruiz, Jr., Dustin Garza, Omar Govea, Mathew Cruz, Christin Gerin, Alejandro I. Rosales, Jonathan Vargas

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

Sec. 32.01 – Residence or tax paying status requirements for membership.

1. Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council 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.
2. Unless otherwise provided for, 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, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.

1. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.
2. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and

except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall serve two-year terms with no limits on the number of terms they may serve. Board members whose two-year term has ended may continue to serve until a replacement has been appointed.

3. Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon 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.

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.

3. Staff's Recommendation:

Approve Appointments to the Following City Advisory Board, Council, Commission and Committee: Zoning Board of Adjustment, Five Members and Four Alternates.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Sarah Bryan
Administrative Specialist

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

CONSENT AGENDA

Agenda Item No: 14.A.

Disposition of Records

1. Agenda Item:

Consider Authorizing the Disposition of Approximately 43 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

2. Description:

The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.

By copy of this agenda item and recommendation, all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. Staff's Recommendation:

Approve Authorizing the Disposition of Approximately 43 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and Texas State Library and Archives Commission Local Records Retention Schedules.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Joe Rios, Records Processing
Supervisor

Attachments:

- A. 2024-2025 DISPOSITION OF RECORDS
- B. DISP of RCDS LAWS

DISPOSITION OF RECORDS FOR FY 2024-2025

PRESENTED TO CITY COUNCIL ON MAY 21, 2025

Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date
MUNICIPAL COURT						
19944	Finalized Cases #/C/CT	03/2020 - 04/2020	5	Criminal Case Papers	LC2350-04a	04/2025
29945	Finalized Cases CV/E	03/2020 - 04/2020	5	Criminal Case Papers	LC2350-04a	04/2025
39946	Finalized Cases E Tickets	03/2020 - 04/2020	5	Criminal Case Papers	LC2350-04a	04/2025
49947	Finalized Cases E Tickets	03/2020 - 04/2020	5	Criminal Case Papers	LC2350-04a	04/2025
59948	Finalized Cases E Tickets	03/2020 - 04/2020	5	Criminal Case Papers	LC2350-04a	04/2025
69949	Finalized Cases E Tickets	03/2020 - 04/2020	5	Criminal Case Papers	LC2350-04a	04/2025
79950	Finalized Cases E/E2	03/2020 - 04/2020	5	Criminal Case Papers	LC2350-04a	04/2025
810503	Magistrations A-Q	03/2020	5	Criminal Case Papers	LC2350-04a	03/2025
910504	Magistrations R-Z	03/2020	5	Criminal Case Papers	LC2350-04a	03/2025
1010910	Daily Cash Reports	01/2022 - 03/2022	3	Accounts Receivable Records	GR1025-27a	03/2025
1110911	Daily Cash Reports	01/2022 - 03/2022	3	Accounts Receivable Records	GR1025-27a	03/2025
UTILITY ADMINISTRATION						
1211468	Accounts Payable and Disbursement Records	10/2018 - 09/2021	3	Accounts Payable Records	GR1025-26a	09/2024
1311469	Accounts Payable and Disbursement Records	10/2011 - 09/2016	3	Accounts Payable Records	GR1025-26a	09/2019
1411471	Accounts Payable and Disbursement Records	10/2010 - 09/2021	3	Accounts Payable Records	GR1025-26a	09/2024

15	11472	Accounts Payable and Disbursement Records	01/2009 - 09/2017	3	Accounts Payable Records	GR1025-26a	09/2020
16	11473	Accounts Payable and Disbursement Records	09/2011 - 09/2017	3	Accounts Payable Records	GR1025-26a	09/2020
17	11474	Sludge Manifest Form	06/2006 - 05/2013	5	Manifest and Trip Tickets	UT5050-05d	05/2018
18	11475	Sludge Manifest Form	06/2013 - 05/2014	5	Manifest and Trip Tickets	UT5050-05d	05/2019
19	11476	Maintenance, Repair, and Inspection Records	09/2008 - 09/2012	1	Maintenance, Repair, and Inspection Records	GR1075-18a	09/2013
20	11477	Maintenance, Repair, and Inspection Records	09/2013 - 09/2016	1	Maintenance, Repair, and Inspection Records	GR1075-18a	09/2017
21	11478	Payroll Action or Information Notices	09/2003 - 09/2012	3	Payroll Action or Information Notices	Gr1050-55a	09/2015
22	11479	Accounts Payable and Disbursement Records	09/2007 - 09/2013	3	Accounts Payable Records	GR1025-26a	09/2016
23	11480	Accounts Payable and Disbursement Records	10/2017 - 09/2018	3	Accounts Payable Records	GR1025-26a	09/2021
FINANCE							
24	11140	Daily Cash Reports - Accounts Receivable Records	03/2022	3	Accounts Payable Records	GR1025-26a	03/2025
25	11141	Daily Cash Reports - Accounts Receivable Records	03/2022	3	Accounts Payable Records	GR1025-26a	03/2025
26	11142	Daily Cash Reports - Accounts Receivable Records	04/2022	3	Accounts Payable Records	GR1025-26a	04/2025
27	11143	Daily Cash Reports - Accounts Receivable Records	04/2022	3	Accounts Payable Records	GR1025-26a	04/2025
28	11210	Customer Bill Records/Water Stubs	04/2022	3	Customer Billing Records	UT5000-04b	04/2025
29	11196	Customer Bill Records/Water Stubs	03/2022	3	Customer Billing Records	UT5000-04b	03/2025
30	11497	Payroll Files- Federal/State Tax Forms W-2 Forms	09/2014	4	Federal/State Tax Forms	GR 1050-53B	09/2018
31	11498	Payroll Files- Federal/State Tax Forms W-2 Forms	09/2017	4	Federal/State Tax Forms	GR 1050-53B	09/2021
32	11499	Payroll Files- Federal/State Tax Forms W-2 Forms	09/2019	4	Federal/State Tax Forms	GR 1050-53B	09/2023

	HEATH & CODE ENFORCEMENT					
33	11481	Certified Mail Returned Receipts	09/2021	1	Postal & Delivery Services Records	GR1075-40b 09/2022
34	11482	Certified Mail Returned Receipts	09/2019	1	Postal & Delivery Services Records	GR1025-26a 09/2020
35	11483	Certified Mail Returned Receipts	9/1/2020	1	Postal & Delivery Services Records	GR1025-26a 09/2021
	CITY SECRETARY					
36	10258	Non Construction Expired Contracts	01/2016 - 04/2021	4	Contracts, Leases & Agreements	GR1000-25 04/2025
37	10538	Application for Certificate Copy of Birth and Death Certificate	03/2022	3	Records of Issuance of Birth & Death Certificate	CC1325-08a 03/2025
38	10539	Application for Certificate Copy of Birth and Death Certificate	04/2022	3	Records of Issuance of Birth & Death Certificate	CC1325-08a 04/2025
	HUMAN RESOURCES					
39	10258	Active Employees FMLA Request, ADA Request, Sick/Vacation Leave Sharing Request, Families First Coronavirus Response Act Request	10/2004 - 09/2021	3	Leave Records	GR1050-54b 09/2024
40	10538	Workers Compensation Claims, and Incident Reports	10/1997 - 09/2019	5	Worker Compensation Claim Records	GR1050-32b 09/2024
	PARKS & RECREATION					
41	11355	10K/Fun Run & Miracle Mile Registrations	03/2023	2	Correspondence, Internal Memoranda & Subject Files	GR-1000-26 03/2025
	POLICE RECORDS					
42	8591	Second & Third Degree Felonies	03/2015	10	Offense Investigation Records	PS4125-05b 03/2025
	LOS LAGOS GOLF COUSE					
43	10883	Dept. Budget Accounts Payable	05/2021 - 04/2022	3	Accounts Payable Records	GR1025-26a 04/2025

Source: Texas State Library and Archives Commission <https://www.tsl.texas.gov/slrn/pubs/bulletind#Ch201>

TEXAS LOCAL GOVERNMENT CODE

Title 6. Records

Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:

1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section [203.044](#); or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section [441.169](#), Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):

1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

City of Edinburg – Code of Ordinances

CHAPTER 34 – RECORDS AND INFORMATION MANAGEMENT

RECORDS MANAGEMENT PROGRAM

Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

- (A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.
- (B) *Development; authority granted; revision.*
- (1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.
 - (2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.
 - (3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

('82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

CONSENT AGENDA

Agenda Item No: 14.B.

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, Title III, Administration, Chapter 30, Administrative Code Section 30.038, Sick Leave

1. Agenda Item:

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, Title III, Administration, Chapter 30, Administrative Code, Section 30.038, Sick Leave, Subsection (D).
[Laura L. Cerda, Assistant Director of Human Resources]

2. Description:

Currently, the City of Edinburg, Texas, Code of Ordinances, Title III, Administration, Chapter 30, Administrative Code, Section 30.038, Sick Leave, Subsection (D) provides that, employees eligible to retire with 20 years or more of service to the city and retiring through Texas Municipal Retirement System (TMRS), our current retirement plan, in good standing, are entitled to receive in a lump sum payment the full amount of their salary for accumulated sick leave up to maximum of 90 days of accrued sick leave

City staff is requesting to amend the ordinance so the sick leave benefit pay-out shall be afforded to all eligible employees who retire from the City after 20 years of service, separate and apart from retiring through TMRS by removing the language "...retiring through our retirement plan (Texas Municipal Retirement System, being V.T.C.A., Government Code § 851.001 et seq. as amended) in good standing,"

3. Staff's Recommendation:

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, Title III, Administration, Chapter 30, Administrative Code, Section 30.038, Sick Leave, Subsection (D).

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Laura Cerda, Assistant
Director of Human
Resources

Attachments:

A. FINAL Ordinance Amendment Sec. 30.038 Sick Leave.docx (1)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TITLE III: ADMINISTRATION, CHAPTER 30 ADMINISTRATIVE CODE, SECTION 30.038, SICK LEAVE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Edinburg is a home-rule municipality possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City of Edinburg has the authority to address matters of public health and safety; and

WHEREAS, the City Council believes it is in the best interests of the City to amend the Edinburg Code of Ordinances to facilitate matters of public health and safety for the welfare of the community.

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

SECTION I. INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals are true and correct and the City Council hereby incorporates such Recitals as findings of fact.

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

SECTION III. The Code of Ordinances of the City, Title III (“Administration”), Chapter 30 (“Administrative Code”), Section 30.038(“Sick Leave”), Subsection (D) is hereby amended and to be read in its entirety as shown in Exhibit A attached to this ordinance.

SECTION IV. 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 V. 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 VI. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage.

SECTION VII. CODIFICATION: That this Ordinance shall be published in the Code of Ordinances of the City of Edinburg, Texas.

SECTION VIII. 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 May 6, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

BY: _____
Josephine Ramirez-Solis, City Attorney

EXHIBIT A

Sec. 30.038 – Sick leave.

...

(D) No employee shall be entitled to payment in lieu of sick leave time.

- (1) Except that civil service officers and firefighters, with less than 20 years of service with the city, who leave the classified service for any reason are entitled to receive in a lump sum payment the full amount of their salary for accumulated sick leave up to a maximum of 720 hours (90 days) of accrued sick leave, as specified under the Municipal Civil Service Act, being V.T.C.A., Local Government Code §§ 143.001 et seq. The maximum accumulated sick leave that will be paid to a firefighter upon leaving the Fire Department shall be 120 days (960 hours), and the maximum accumulated sick leave that will be paid to a police officer upon leaving the Police Department shall be 150 days (1200 hours). The firefighter and police officer must have provided a minimum of 20 years of continuous service to the city.
- (2) Employees eligible to retire with 20 years or more of service to the city are entitled to receive in a lump sum payment the full amount of their salary for accumulated sick leave up to maximum of 90 days of accrued sick leave.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

CONSENT AGENDA

Agenda Item No: 14.C.

Purchase Flygt pumps from CB3 Consultants

1. Agenda Item:

Consider Authorizing the Purchase of Two (2) 10HP Flygt pumps from CB3 Consultants, through the Local Government Purchasing Cooperative (TIPS) Contract No. 25010401, in the Amount Not to Exceed \$32,500.00. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), Source well, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The two 10HP Flygt pumps will replace aged pumps at Lift Station 19. The warranty period on the pumps is a five year warranty. The estimated timeline for the delivery date is 8 weeks after a purchase order has been issued.

Funding is available within the Utility Fiscal Year 2024-2025 Operation Budget.

3. Staff's Recommendation:

Approved Authorizing the Purchase of Two (2) 10HP Flygt pumps from CB3 Consultants, through the Local Government Purchasing Cooperative (TIPS) Contract No. 25010401, in the Amount Not to Exceed \$32,500.00.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Approved - 5/15/2025
New -

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. CB3 Consultants Proposal



CB3, LLC

QUOTE NO. 2530
APRIL 25, 2025

1014 Hill Country Road, Edinburg, TX 78539
Phone: 956-605-9966
Email: CB3Consultant@gmail.com

TO CITY OF EDINBURG

ATTENTION: DANIEL REYES

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Steven Cruz	City of Edinburg		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	FLYGT MODEL NP-3127.060 VOLUTE SUBMERSIBLE PUMP EQUIPPED WITH A 230 VOLT 3 PHASE 60HZ 10HP 1750 RPM MOTOR		\$32,500.00
2	GUIDE RAIL ABS 6' SHIPPING AND HANDLING		
	Total		\$32,500.00
Thank you for your business!			



CB3,LLC IS A REGISTERED VENDOR OF TIPS COOP (25010401)



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

CONSENT AGENDA

Agenda Item No: 14.D.

Warranty Renewals

1. Agenda Item:

Consider Authorizing the Renewal of the City's Servers Warranty via Waypoint Solutions through Department of Information Resources (DIR), Contract Numbers DIR-DELL EMC AND DIR-TSO-3763, in the Amount of \$43,283.22. [Daniel Vera, Director of Information Technology]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcwell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

City staff is requesting the renewal of fourteen (14) server ProSupport Plus Mission Critical warranties. Renewal of the warranties allow the City the necessary resources to ensure the servers continue to operate at maximum efficiency. Any disruption to the City's servers may be detrimental not only to the City's infrastructure but to its ability to service the Citizens' of Edinburg.

This renewal is for a term of forty-eight (48) months or four (4) years. Renewing for this length of time allows the City prevention of possible increases during a volatile economic environment.

Estimated delivery will be realized approximately within one (1) week from the vendor receiving a Purchase Order. Funding is available within the Fiscal Year 2024-2025 Information Technology Budget under account number 100-1000-513301, Office Maintenance & Contractual - IT.

3. Staff's Recommendation:

Approve Authorizing the Renewal of fourteen (14) Server Warranties via Waypoint Solutions through Department of Information Resources (DIR), Contract Numbers DIR-DELL EMC AND DIR-TSO-3763, in the Amount of \$43,283.22.

Reviewed by:

Daniel Vera, Director of Information Technology
Nelda Ramirez, Assistant City Manager

Prepared by:

Almaniria Mendez, IT
Administrative Manager

Attachments:

A. City of Edinburg - DC Dell Support Renewal-AAAQ23611-04022025



118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

QUOTE

Number AAAQ23611

Date May 16, 2025

Bill To

City of Edinburg
Danny Vera
415 W. University Drive
Edinburg, TX 78541

Phone 956-388-1805
Email dvera@cityofedinburg.com

Ship To

City of Edinburg
Danny Vera
415 W. University Drive
Edinburg, TX 78541

Phone 956-388-1805
Email dvera@cityofedinburg.com

Account Manager



Becky Reinis
469-964-6283
breinis@waypointsolutions.com

Contract

DIR-Dell EMC
DIR-CPO-5792

Notes:

Support Contact Term: 5/16/2025-5/15/2026

Line	Qty	Description	Unit Price	Ext. Price
1	1	██████████ Upgrades and Extensions Prosupport Plus and 4Hr Mission Critical ██████████	\$17,217.42	\$17,217.42
2	1	██████████ Upgrades and Extensions ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch ██████████	\$10,491.00	\$10,491.00
3	1	██████████ U Upgrades and Extensions ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch ██████████	\$15,574.80	\$15,574.80

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

Line	Qty	Description	Unit Price	Ext. Price
			SubTotal	\$43,283.22
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$43,283.22

Purchase Options

Select your preferred payment option / purchase terms*:
 [] Net 30 Days Purchase (purchase amount \$43,283.22)

* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE, WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

CONSENT AGENDA

Agenda Item No: 14.E.

FY24 Operation Stonegarden Automatic License Plate Reader Cameras

1. Agenda Item:

Consider Authorizing the Purchase of Ten (10) Automatic License Plate Reader Cameras from Insight Public Sector, Inc., Using FY 2024 Office of the Governor (OOG) Operation Stonegarden (OPSG) Grant #3172510 Funds, Through Omnia Contract No. 23-6692-03, in the Amount of \$38,050.00. [Jaime Ayala, Chief of Police].

2. Description:

The FY24 OOG OPSG grant awarded Edinburg PD funds for the purchase of ten (10) Automatic License Plate Readers to enhance cooperation between Edinburg PD, United States Customs and Border Protection, and the United States Border Patrol. Edinburg PD will utilize grant funds to purchase ten (10) Automatic License Plate Readers for a total of \$38,050.

The grant period of performance is from March 1, 2025, through February 28, 2026. All grant-funded activities and deliverables must be completed within this timeframe.

This project will be funded through the FY24 OOG OPSG grant fund in the amount of \$38,050.

Procurement will adhere to federal, state, and City policies, as required.

Item Description	Quantity	Unit Price	Total
Flock Group Standard Implementation Professional Services	2	\$650.00	\$1,300
Flock Group Professional Services Infrastructure Mounting Service	5	\$150.00	\$750
Flock Professional Services Implementation fee	3	\$0	\$0
Flock Group Falcon Infrastructurepower + Lte), License Plate Recognition Camera with Vehicle Fingerprint TM + Machine Learning Software and Realalerts For Unlimited Users	7	\$3,000	\$21,000
Flock Safety Recognition Camera with Vehicle Fingerprint – Subscription License for Unlimited Users	3	\$5,000	\$15,000
Total			\$38,050

3. Staff's Recommendation:

Authorize the Purchase of Ten (10) Automatic License Plate Reader Cameras from Insight Public Sector, Inc., Using FY 2024 Office of the Governor (OOG) Operation Stonegarden (OPSG) Grant #3172510 Funds, Through Omnia Contract No. 23-6692-03, in the Amount of \$38,050.00.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Mary Gonzalez, Grants Analyst

Iris Alvarado, Management
Services Administrator

Attachments:

- A. Insight Quotation #0228424113
- B. Sam.gov_Insight
- C. Procurement Forms
- D. Compliance Verification Quote# 0228424113

Account name: 10559468

CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG TX 78539-4353

SHIP-TO

CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG TX 78539-4353

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>. By issuing Insight a PO for this quote, Customer agrees to be bound by the terms of the End User License Agreement and any special terms noted below.

TERM START: The Term shall commence for all devices upon first installation and validation of Flock Hardware

TERM: 12 Months

BILLING: 100% of Project fees (\$38,050.00) will be billed upon last camera validation and due according to Payment Terms listed above

Quotation

Quotation Number : [0228424113](#)
Document Date : 05-MAY-2025
PO Number :
PO Release :
Sales Rep : Darak Weaver
Email : DARAK.WEAVER@INSIGHT.COM
Phone : +19564658080
Sales Rep 2 : Pleshette Gales
Email : PLESHETTE.GALES@INSIGHT.COM
Phone : +16309246829

Material	Material Description	Quantity	Unit Price	Extended Price
PS-IMP-STD	FLOCK GROUP STANDARD IMPLEMENTATION PROFESSIONAL SERVICES OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 848.99 Discount: 23.438%	2	650.00	1,300.00
PS-IMP-EXST	FLOCK GROUP PROFESSIONAL SERVICES INFRASTRUCTURE MOUNTING SERVICE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 195.99 Discount: 23.465%	5	150.00	750.00
PS-IMP-ADV-NCOAS	Flock Professional Services - Implementation fee - Mash Tested Pole - non-coastal region OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1631.99 Discount: 100.000%	3	0.00	0.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ + MACHINE LEARNING SOFTWARE AND REAL-ALERTS FOR UNLIMITED USERS Coverage Dates: 05-MAY-2025 - 05-MAY-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	7	3,000.00	21,000.00

Material	Material Description	Quantity	Unit Price	Extended Price
FLCK-SLRFALCON-LR	Flock Safety Recognition Camera w/ Vehicle Fingerprint - Subscription license - Unlimited users Coverage Dates: 05-MAY-2025 - 05-MAY-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5532.99 Discount: 9.633%	3	5,000.00	15,000.00
		Product Subtotal		36,000.00
		Services Subtotal		2,050.00
		TAX		0.00
		Total		38,050.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Darak Weaver
+19564658080
DARAK.WEAVER@INSIGHT.COM
Fax 9566875428

Pleshette Gales
+16309246829
PLESHETTE.GALES@INSIGHT.COM
Fax 6309246850

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings (“Software and Cloud Offerings”), each offering will be subject to the applicable supplier’s end user license and use terms (“Supplier Terms”) made available by the supplier or which can be found at the “terms-and-policies” link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

HARDWARE PURCHASES: Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its contracting officials, suppliers, and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on

manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote, subject to the contract terms if the purchase is being made under an Insight Public Sector, Inc. contract vehicle, before finalizing any subsequent or impacted proposals, quotes, and orders.
<https://www.insight.com/terms-and-policies>



INSIGHT PUBLIC SECTOR, INC.

Unique Entity ID FLZ4SYA9U2D1	CAGE / NCAGE 3DLL3	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 23, 2025	
Physical Address 2701 E Insight WAY Chandler, Arizona 85286-1930 United States	Mailing Address 2701 E Insight WAY Chandler, Arizona 85286-1930 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Arizona 05	State / Country of Incorporation Illinois / United States	URL http://www.ips.insight.com

Registration Dates

Activation Date Dec 24, 2024	Submission Date Dec 23, 2024	Initial Registration Date Dec 26, 2018
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Entity Dates

Entity Start Date Apr 19, 1994	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE 88H24	Legal Business Name INSIGHT NORTH AMERICA, INC.
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Highest Level Owner

CAGE 88W71	Legal Business Name INSIGHT ENTERPRISES, INC.
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 3DLL3

Points of Contact

Electronic Business

 Brenda Reynolds, Director, Federal Contract Compliance	2701 E. Insight WAY Chandler, Arizona 85286 United States
Cathy Althouse, Manager, Federal Contract Compliance	2701 E. Insight WAY Chandler, Arizona 85286 United States

Government Business

 Brenda Reynolds, Director, Federal Contract Compliance	2701 E. Insight WAY Chandler, Arizona 85286 United States
Erica Falchetti, Director, Public Sector Sales IPS	2701 E. Insight WAY Chandler, Arizona 85286 United States

Past Performance

 Insight Federal Contract Compliance, Insight Federal Contract Compliance	2701 E. Insight WAY Chandler, Arizona 85286 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	423430	Computer And Computer Peripheral Equipment And Software Merchant Wholesalers
	325910	Printing Ink Manufacturing
	325992	Photographic Film, Paper, Plate, Chemical, And Copy Toner Manufacturing
	334111	Electronic Computer Manufacturing
	334112	Computer Storage Device Manufacturing
	334118	Computer Terminal And Other Computer Peripheral Equipment Manufacturing
	334210	Telephone Apparatus Manufacturing
	334220	Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing
	334290	Other Communications Equipment Manufacturing
	334310	Audio And Video Equipment Manufacturing
	334419	Other Electronic Component Manufacturing
	334510	Electromedical And Electrotherapeutic Apparatus Manufacturing
	334511	Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing
	334515	Instrument Manufacturing For Measuring And Testing Electricity And Electrical Signals

334610	Manufacturing And Reproducing Magnetic And Optical Media
335139	Electric Lamp Bulb And Other Lighting Equipment Manufacturing
335311	Power, Distribution, And Specialty Transformer Manufacturing
335313	Switchgear And Switchboard Apparatus Manufacturing
335921	Fiber Optic Cable Manufacturing
335929	Other Communication And Energy Wire Manufacturing
335931	Current-Carrying Wiring Device Manufacturing
335932	Noncurrent-Carrying Wiring Device Manufacturing
335999	All Other Miscellaneous Electrical Equipment And Component Manufacturing
337214	Office Furniture (Except Wood) Manufacturing
339112	Surgical And Medical Instrument Manufacturing
339940	Office Supplies (Except Paper) Manufacturing
423490	Other Professional Equipment And Supplies Merchant Wholesalers
423690	Other Electronic Parts And Equipment Merchant Wholesalers
512191	Teleproduction And Other Postproduction Services
512290	Other Sound Recording Industries
513210	Software Publishers
516210	Media Streaming Distribution Services, Social Networks, And Other Media Networks And Content Providers
517111	Wired Telecommunications Carriers
517112	Wireless Telecommunications Carriers (Except Satellite)
517121	Telecommunications Resellers
517410	Satellite Telecommunications
517810	All Other Telecommunications
518210	Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services
519290	Web Search Portals And All Other Information Services
532420	Office Machinery And Equipment Rental And Leasing
541330	Engineering Services
541430	Graphic Design Services
541490	Other Specialized Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
541611	Administrative Management And General Management Consulting Services
541614	Process, Physical Distribution, And Logistics Consulting Services
541618	Other Management Consulting Services
541690	Other Scientific And Technical Consulting Services
541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
541990	All Other Professional, Scientific, And Technical Services
561621	Security Systems Services (Except Locksmiths)
611420	Computer Training
811210	Electronic And Precision Equipment Repair And Maintenance

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?

☒ Yes ☐ No

2. If so, please provide you organizations **Unique Entity ID (UEI#)**: FLZ4SYA9U2D1

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: <http://www.sam.gov>.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.



CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- * Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

5/1/2025

Company/Vendor Name:

Insight Public Sector, Inc.

Printed Name and Title:

Erica Falchetti - Director, Public Sector

Authorized Signatory:

Erica Falchetti

**CERTIFICATION REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Company Name: Insight Public Sector, Inc.

Name of Respondent: Darak Weaver

Address: 2701 E Insight Way Chandler, Arizona 85286

1. Respondent has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
Yes ☒ No (If answer is yes, identify the most recent contract)
Flock Safety - Insight Quote 227557308
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ☒ No (If answer is yes, identify the most recent contract)
3. Respondent has filed all compliance reports due under applicable instructions, including SF-100.
Yes ☒ No None Required
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Erica Falchetti - Director, Public Sector

(Name and Title of Signer – please type)

Erica Falchetti

Signature

5/1/2025

Date

HUD 4238

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Erica Falchetti

NAME

Director, Public Sector

TITLE

Erica Falchetti

SIGNATURE

5/1/2025

DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

State of Texas)
County of Hidalgo)
City of Edinburg)

Erica Falchetti, being the first duly sworn, deposes and says that:

1. He/she is Director, Public Sector Insight Public Sector, Inc.
(Owner, partner, etc.) (Company)
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Erica Falchetti

Date: 5/1/2025

Title: Director, Public Sector

Procurement Forms (002)

Final Audit Report

2025-05-01

Created:	2025-05-01
By:	Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsdPR_JPt5NtKSonhoPxJN3cLSkM6KHq4

"Procurement Forms (002)" History

-  Document created by Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)
2025-05-01 - 6:54:04 PM GMT- IP address: 20.94.167.121
-  Document emailed to Erica Falchetti (erica.falchetti@insight.com) for signature
2025-05-01 - 6:54:34 PM GMT
-  Email viewed by Erica Falchetti (erica.falchetti@insight.com)
2025-05-01 - 6:56:19 PM GMT- IP address: 198.187.200.254
-  Document e-signed by Erica Falchetti (erica.falchetti@insight.com)
Signature Date: 2025-05-01 - 6:56:43 PM GMT - Time Source: server- IP address: 198.187.200.254
-  Agreement completed.
2025-05-01 - 6:56:43 PM GMT

Compliance Verification Quote# 0228424113

3 messages

Rogelio Garcia <rgarcia@cityofedinburg.com>

Tue, May 6, 2025 at 9:43 AM

To: Leslie Garza <leslie.garza@omniapartners.com>

Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Mary Gonzalez <mgonzalez@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>

Good Morning Leslie,

We received this quote from Insight, which utilizes Omnia Contract #23-6692-03. Can you please verify and confirm that the prices comply with the contract?

Thank You

--

**Rogelio Garcia**
Special Services Manager
Police Department✉: rgarcia@cityofedinburg.com

☎: 956-250-9383

📱: 956-289-7710

🌐: cityofedinburg.com

📍: 1702 S Closner Blvd, Edinburg, TX 78539



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Your Experience, Our Commitment. Share your feedback: [Click Here](#)

CONFIDENTIALITY STATEMENT: This email and attachments are intended for the above name only and are confidential. If you are not the intended addressee, or the person responsible for delivering it to the intended addressee, you may neither copy, disseminate, nor distribute it to anyone else or use it in any unauthorized manner; to do so is strictly prohibited and may be unlawful. If you receive this email by mistake, please advise the sender immediately by using the reply facility in your mail software and delete it from your computer.

**Quotation #0228424113 - City of Edinburg.PDF**

62K

Leslie Garza <Leslie.Garza@omniapartners.com>

Tue, May 6, 2025 at 9:46 AM

To: Rogelio Garcia <rgarcia@cityofedinburg.com>

Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Mary Gonzalez <mgonzalez@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>

Good day Rogelio,

Thank you for your email! I sent this to our program manager for review and will forward confirmation as soon as I hear back.

Thank you,



Leslie Garza

Regional Manager - El Paso, San Antonio & RGV

OMNIA Partners, Public Sector

Office: (726) 336-9967

Cell: (956) 279-5240

Fax: (956) 223-4019

leslie.garza@omniapartners.com



www.omniapartners.com/publicsector

From: Rogelio Garcia <rgarcia@cityofedinburg.com>

Sent: Tuesday, May 6, 2025 9:43:20 AM

To: Leslie Garza <Leslie.Garza@omniapartners.com>

Cc: Iris Alvarado <ialvarado@cityofedinburg.com>; Mary Gonzalez <mgonzalez@cityofedinburg.com>; Delia Jaramillo <djaramillo@cityofedinburg.com>

Subject: Compliance Verification Quote# 0228424113

[Quoted text hidden]

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Rogelio Garcia <rgarcia@cityofedinburg.com>

Tue, May 6, 2025 at 10:55 AM

To: Mary Gonzalez <mgonzalez@cityofedinburg.com>

Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>

I have attached the response from Omnia.

----- Forwarded message -----

From: **Leslie Garza** <Leslie.Garza@omniapartners.com>

Date: Tue, May 6, 2025 at 10:49 AM

Subject: Fw: Compliance Verification Quote# 0228424113

To: rgarcia@cityofedinburg.com <rgarcia@cityofedinburg.com>

Good day Rogelio,

Per the program manager, this quote is in alignment with the contract. 😊 Have a great rest of your day!

Thank you,

Leslie Garza



Regional Manager - West Texas, San Antonio & South Texas

OMNIA Partners, Public Sector

LinkedIn: [Leslie Garza](#)

Cell: (956) 279-5240



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From: Erica Falchetti <Erica.Falchetti@Insight.com>
Sent: Tuesday, May 6, 2025 9:52 AM
To: Leslie Garza <Leslie.Garza@omniapartners.com>; DG-NA-omnia <omnia@insight.com>
Subject: RE: Compliance Verification Quote# 0228424113

Hi Leslie –

Confirmed the attached quote is compliant with the pricing structure under our Cobb County OMNIA contract.

Regards,

Erica

ERICA FALCHETTI | Director, Public Sector Business Development | Insight

t. 480.333.3071 | erica.falchetti@insight.com | ips.insight.com

From: Leslie Garza <Leslie.Garza@omniapartners.com>
Sent: Tuesday, May 6, 2025 10:45 AM
To: DG-NA-omnia <omnia@insight.com>
Subject: Fw: Compliance Verification Quote# 0228424113

External Message - Please be cautious when opening links or attachments in email

Good day!

Can you review the attached and confirm pricing is in alignment with the contract?

Thank you,



Image

Leslie Garza

Regional Manager - El Paso, San Antonio & RGV

OMNIA Partners, Public Sector

Office: (726) 336-9967

Cell: (956) 279-5240

Fax: (956) 223-4019

leslie.garza@omniapartners.com



Image

www.omniapartners.com/publicsector

From: Rogelio Garcia <rgarcia@cityofedinburg.com>

Sent: Tuesday, May 6, 2025 9:43:20 AM

To: Leslie Garza <Leslie.Garza@omniapartners.com>

Cc: Iris Alvarado <ialvarado@cityofedinburg.com>; Mary Gonzalez <mgonzalez@cityofedinburg.com>; Delia Jaramillo <djaramillo@cityofedinburg.com>

Subject: Compliance Verification Quote# 0228424113

Good Morning Leslie,

[Quoted text hidden]

This email may contain privileged and confidential information and is meant only for the use of the specific intended addressee(s). Your receipt is not intended to waive any applicable privilege. If you believe you have received this email in error, please delete it and immediately notify the sender by separate email.

This email may contain privileged and confidential information and is meant only for the use of the specific intended addressee(s). Your receipt is not intended to waive any applicable privilege. If you believe you have received this email in error, please delete it and immediately notify the sender by separate email.

--

Respectfully,

Rogelio Garcia

Special Services Manager

✉: rgarcia@cityofedinburg.com

☎: (956) 289-7710 Cell: (956) 250-9383

🌐: cityofedinburg.com

📍: 1702 S Closner Blvd Edinburg Tx, 78539



[Quoted text hidden]



Quotation #0228424113 - City of Edinburg.PDF

62K



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2025

CONSENT AGENDA

Agenda Item No: 14.F.

Reject Bid No 2025-12 Edinburg Fire Department Station 3 HVAC
System

1. **Agenda Item:**

Consideration and Possible Action to Reject Bid No. 2025-12 for Edinburg Fire Department Station 3 Heating Ventilation and Air Conditioning to Include New Ducts and Vents, and Seeking Authority to Rebid the Project without the Contingency Line Item. [Omar Garza, Fire Chief]

2. **Description:**

The City of Edinburg Fire Department solicited bids for the Heating Ventilation and Air Conditioning to include new ducts and vents for Fire Station 3 located at 1221 East University Dr. This project was approved for award through the FY 2024-2025 Community Development Block Grant Program, administered by the City's Grants Administration Department. A total of five (5) bids were received and opened on April 29, 2025, at 3:00 p.m. However, due to the inclusion of a contingency budget line item, the bids must be rejected. In accordance with the Community Development Block Grant (CDBG) guidelines and pursuant to 2 CFR Part 200.433(a), contingency amounts must not be included in budget estimates for federal awards. Therefore, staff recommend rejecting all bids and rebidding the project without a contingency line item.

3. **Staff's Recommendation:**

Recommend Rejecting Bid No. 2025-12 for Edinburg Fire Department Station 3 Heating Ventilation and Air Conditioning to Include New Ducts and Vents, and Seeking Authority to Rebid the Project without the Contingency Line Item.

Reviewed by:

Omar Garza, Fire Chief

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

A. Notice to Bidders- Bid 2025-12 Edinburg Fire Dep Station 3

REQUEST FOR BIDS

2025-12

EDINBURG FIRE DEPARTMENT STATION 3 - HEATING VENTILATION AND AIR CONDITIONING TO INCLUDE NEW DUCTS AND VENTS

City of Edinburg
415 W. University Drive
Edinburg, TX 78541



RELEASE DATE: March 26, 2025

DEADLINE FOR QUESTIONS: April 4, 2025

RESPONSE DEADLINE: April 29, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/cityofedinburg>

City of Edinburg
REQUEST FOR BIDS
Edinburg Fire Department Station 3 - Heating Ventilation and Air
Conditioning to include New Ducts and Vents

I.	Introduction.....
II.	Legal Notice
III.	Instructions, Terms and Conditions.....
IV.	Specifications.....
V.	Vendor Questionnaire.....
VI.	Pricing Proposal

Attachments:

A - Rules for Electronic Bidding

B - 24.4.19_Edinburg_Fire_Station_-_FINALS_01-28-25_2 (1)

C - 24.4.19_EDINBURG_FIRE_STATION_MEP_SPECS_1-28-25 (2)

1. Introduction

1.1. [Summary](#)

Installation of new HVAC System to include new ducts and vents at Edinburg Fire Department Station 3; located at 1221 East University Drive.

1.2. [Contact Information](#)

Project Contact:

Maricruz Tovar

Emergency Management Planner

212 W. McIntyre

Edinburg, TX 78539

Email: mtovar@cityofedinburg.com

Phone: [\(956\) 383-7691](tel:(956)383-7691)

Procurement Contact:

Criselda Lozano

Purchasing Manager

415 W. University Drive

Edinburg, TX 78541

Email: clozano@cityofedinburg.com

Phone: [\(956\) 388-8964](tel:(956)388-8964)

Department:

Fire

Department Head:

Omar Garza

Chief of Fire

1.3. [Timeline](#)

Release Project Date	March 26, 2025
-----------------------------	----------------

Pre-Proposal Meeting (Non-Mandatory)	April 1, 2025, 9:00am The City of Edinburg will hold a virtual Pre-Bid meeting on April 1, 2025 at 9:00am. Please join this Zoom Meeting at the following link or call in by phone. Join Zoom Meeting via this link: https://cityofedinburg.zoom.us/j/88554212272?pwd=JfOapZDzFJbggHQJSnvxDzYva0ILL9.1 Or Dial in to join the call using one of the following numbers: Dial by your location: • +1 346 248 7799 US (Houston) • +1 669 900 9128 US (San Jose) • +1 253 215 8782 US (Tacoma) • +1 312 626 6799 US (Chicago) • +1 646 558 8656 US (New York) • +1 301 715 8592 US (Washington DC) Meeting ID: 885 5421 2272 Passcode: 974686
Question Submission Deadline	April 4, 2025, 5:00pm
Proposal Submission Deadline	April 29, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for Edinburg Fire Department Station 3 - Heating Ventilation and Air Conditioning to include New Ducts and Vents.

Sealed Bids must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, April 29, 2025.

All sealed Bids must be received either electronically or at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All Bids will be opened, and bidder's names publicly read aloud promptly in the Emergency Operations Center (EOC) located inside the Edinburg Fire Department, 212 West McIntyre Street, Edinburg, TX 78539, at 3:00 pm, Tuesday, April 29, 2025.

To obtain a copy of the Request for Bids or submit an electronic Bid please visit:

<https://procurement.opengov.com/portal/cityofedinburg>

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg BID No. 2025-12" to 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. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids to:

If submitting Electronic: <https://procurement.opengov.com/portal/cityofedinburg>

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

BID No. 2025-12

If you have any questions or require additional information contained the Bid, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Friday, April 4, 2025.

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

2.2. Federally Funded Project

This project is being funded in whole or in part by the Community Development Block Grant Program (CDGB). All federal CDBG requirements will apply to the project. Bidders will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must also comply with the Title VI of the Civil Rights Act of 1964, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, the Contract and Work Hours and Safety Standards Act, Federal Labor Standards Provisions, Section 3 requirements and all contract procurement provisions listed in 2 CFR Part 200, Appendix II, as applicable.

A bidder or offeror must submit the appropriate Buy America certification and must comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended.

Bidders must make an effort to utilize small and minority-owned businesses. Attention is particularly called to the conditions of employment and minimum wage rates that must be paid under the contract. The Department of Labor wage decision, **TX20250003, release date 01/03/2025, is applicable to this project.**

Bidders choosing to bid or provide proposals on Federally Funded projects must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is opened. Bidders must submit the entity's Unique Entity Identification (UEI) Number with the bid/proposal documents as instructed. Immediately after the bid opening takes place, the City will enter the respondent's UEI number into the SAM database. If the respondent is not in ACTIVE status on the database, the bid will be deemed non-responsive and disqualified from consideration of award. Entity registration may be completed at www.sam.gov. **All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.**

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide Bids for: Edinburg Fire Department Station 3 - Heating Ventilation and Air Conditioning to include New Ducts and Vents

INTENT

The services to be provided under this Request For Bid shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any bidder who can meet the requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive.** Each Bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. BIDs submitted by facsimile (fax) will not be accepted. Submittal of a Bid in response to this solicitation constitutes an offer by the bidder. Once submitted, BIDs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any Bid regardless of whether that bidder/firm is selected. Submission of a Bid in response to this solicitation, by any bidder, shall indicate that the bidder(s) has/have accepted the conditions contained in the Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City and the successful bidder otherwise. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg before the deadline day and hour. No late Bids will be accepted. Failure to meet BID requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic: <https://procurement.opengov.com/portal/cityofedinburg>

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold BIDS **60** days after deadline without taking action. Bidders are required to hold their BIDs firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all BIDs, 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

Bidders are advised that the City of Edinburg shall not allow the successful bidder to sell, assign, transfer, or convey any part of any contract resulting from this Request For Bid in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Bidders are advised that the City of Edinburg is soliciting BIDs and award shall be made to the bidder that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written bids. The City also reserves the right to request oral interviews.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this BID.

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.

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.

NO RESPONSE TO BID

If unable to submit a BID, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The bidder shall attach to his/her BID 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 **PURCHASE/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

Where in this solicitation package PURCHASE/SERVICES is used, its meaning shall refer to the request for Edinburg Fire Department Station 3 - Heating Ventilation and Air Conditioning to include New Ducts and Vents as specified.

BIDDER'S EMPLOYEES

Neither the Bidder 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 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 Manager, 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 Bids shall be directed to the e-procurement portal as outlined in the BID. 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 and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

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 Bidder/Respondent/Consultant on contract.

Bidders shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Bidder to influence the selection process by any means, other than disclosure of Bids and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

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.

PAST PERFORMANCE

Bidder's past performance shall be taken into consideration in the evaluation of BID 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 ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

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.

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.

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful bidder 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 bidder 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.

ADDENDA AND MODIFICATIONS

Bidder shall carefully examine the BID forms, specifications/requirements, and instructions to Bidders. Should the Bidder find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal: <https://procurement.opengov.com/portal/cityofedinburg> 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 available thru the e-procurement portal, and e-mailed, 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 if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** 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 (5) calendar days prior to the date bids must be received. Addendums are available online at <https://procurement.opengov.com/portal/cityofedinburg>

BID PREPARATION COSTS

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.

EQUAL EMPLOYMENT OPPORTUNITY

Bidder 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 BIDDER TO BID

BIDs MUST give full firm name and address of respondent, 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 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 Bidder shall give full names and addresses of all partners. All partners shall execute the BID. Partnership and Individual Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each 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.

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.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

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.

3.2. 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.

3.3. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

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

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

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

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

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

4. Specifications

4.1. [Edinburg Fire Department Station 3 - Installation of Heating Ventilation and Air Conditioning to include New Ducts and Vents](#)

Specifications and drawings attached.

Pricing for Alternate 1: See note on MP01 of drawings. Keyed Notes: Mechanical #9 (HVLS Fans).

Pricing for Alternate 2: Replacement of approximately 3,000 square feet of ceiling tile, grid and all light fixtures.

4.2. [Site Visit-Optional](#)

Site visit is Optional and can be scheduled by each interested vendor by calling:

Omar Garza, Fire Chief

956-369-0542

Ciro Martinez, Deputy Chief

956-537-1732

Scheduling of site visit is optional:

All site visits will need to be scheduled between Wednesday April 2, 2025 to Friday April 4, 2025 from Wednesday thru Friday from 8:00 a.m. - 5:00 p.m.

5. Vendor Questionnaire

5.1. [Proposal*](#)

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. [If you have any proprietary documents, please attach the redacted document here.](#)

5.3. [Please upload your current insurance certificate.*](#)

Please upload your current insurance certificate.

*Response required

5.4. [Required Forms](#)

5.4.1. [Please fill out and sign the Conflict of Interest Disclosure form and upload here*](#)

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST.pdf](#)

*Response required

5.4.2. [Please fill out and sign the General Questionnaire and upload here*](#)

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

*Response required

5.4.3. [Please fill out the Litigation Disclosure Form and upload here*](#)

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

*Response required

5.4.4. [Please fill out and sign HB 89 and upload here*](#)

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- [HOUSE BILL 89 VERIFICATION.pdf](#)

*Response required

*5.4.5. Please fill out and sign the Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 13 VERIFICATION...](#)

*Response required

*5.4.6. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 19 VERIFICATION...](#)

*Response required

*5.4.7. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST**CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

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

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

*Response required

5.4.8. *If awarded the 1295 form will need to be provided**

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 <https://www.ethics.state.tx.us/filinginfo/1295/>

☐ Yes

☐ No

*Response required

5.5. Solicitation Forms

5.5.1. *Please fill out the Past Performance Reference document and upload here.**

Please download the below documents, complete, and upload.

- [B - Past Performance Evalua...](#)

*Response required

5.5.2. *Please fill out and attach the Bid Bond.**

Please download the below documents, complete, and upload.

- [C - Bid Bond - SECTION 0131...](#)

*Response required

*5.5.3. Please fill out the attached Statement of Qualifications**

Please download the below documents, complete, and upload.

- [D - Statement of Bidders Qu...](#)

*Response required

*5.5.4. Please fill out and sign the Cerification of Bidders Experience and Qualifications and upload the document here.**

Please download the below documents, complete, and upload.

- [E - Certificate of Bidders ...](#)

*Response required

*5.5.5. Please fill out, sign, and notarize the Equipment and Material List and upload here.**

Please download the below documents, complete, and upload.

- [F - Equipment & Material Li...](#)

*Response required

*5.5.6. Please fill out and sign the Non Bribery Model Form and upload here.**

Please download the below documents, complete, and upload.

- [G - Non Bribery Model Form ...](#)

*Response required

*5.5.7. Please review the attached Performance Bond form.**

- [K - Performance Bond.pdf](#)

*Response required

*5.5.8. If awarded the Performance Bond will need to be provided.**

☐ Yes

☐ No

*Response required

*5.5.9. Please review the attached Payment Bond form.**

- [L - Payment Bond.pdf](#)

*Response required

*5.5.10. If awarded the Payment Bond will need to be provided.**

☐ Yes

☐ No

*Response required

*5.5.11. Please fill out, sign and notarize the Affidavit of Insurance and upload here.**

Please download the below documents, complete, and upload.

- [M - Affidavit of Insurance ...](#)

*Response required

*5.5.12. Fill out and sign the Form of Business Document and upload here.**

Please download the below documents, complete, and upload.

- [N - Form of Business Docume...](#)

*Response required

*5.5.13. Fill out and sign the Certification Regarding Debarment and upload here.**

Please download the below documents, complete, and upload.

- [O - Certificate Regarding D...](#)

*Response required

5.6. CDBG Required Certifications

*5.6.1. Please fill out and sign the System for Award Management Unique Identity Number (UEI#) for and upload.**

Please download the below documents, complete, and upload.

- [1. SAM.UEI.Vendor Informati...](#)

*Response required

*5.6.2. Please fill out and sign the Conflict of Interest Summary of Rules for CDBG Contractors and upload here.**

Please download the below documents, complete, and upload.

- [2. Conflict of Interest Dis...](#)

*Response required

*5.6.3. Please fill out and sign the Affidavit Regarding Conflict of Interest and upload here.**

Please download the below documents, complete, and upload.

- [3. CDBG Affidavit.pdf](#)

*Response required

*5.6.4. Please fill out and sign the Certification of Bidder Regarding Equal Employment Opportunity and upload here.**

Please download the below documents, complete, and upload.

- [4. EEO Certification.pdf](#)

*Response required

*5.6.5. Please fill out and sign the Certification of Clean Air and Water and upload here.**

Please download the below documents, complete, and upload.

- [5. Clean Air & Water Certif...](#)

*Response required

*5.6.6. Please fill out and sign the Certification Regarding Non-Lobbying Activities and upload here.**

Please download the below documents, complete, and upload.

- [6. Non-Lobbying Certificati...](#)

*Response required

*5.6.7. Please fill out and sign the Non-Collusion Affidavit form and upload.**

Please download the below documents, complete, and upload.

- [7. Non-Collusion Affidavit ...](#)

*Response required

*5.6.8. Please fill out and sign the Information Regarding Use of Minority Owned Business Enterprises/Women-Owned Business Enterprises and upload here (If Applicable)**

Please download the below documents, complete, and upload.

- [8. Minority-Owned, Women-Ow...](#)

*Response required

*5.6.9. Please fill out and sign the Buy America Preference (BAP), Build America, Buy America (BABA), Infrastructure Investment and Jobs Act (IIJA) form and upload.***

Please download the below documents, complete, and upload.

- [9. Build America, Buy Ameri...](#)

*Response required

*5.6.10. Please fill out and sign the Certificate from Contractor/Subcontract form and upload here.**

Please download the below documents, complete, and upload.

- [10. Contractor-Subcontracto...](#)

*Response required

5.7. [Information Only](#)

5.7.1. Please read the Title 29-Labor Regulations - Information Only

Please read - Information Only

- [APPLICABLE REGULATIONS INFO...](#)

5.7.2. Please read the attached Wage Decision TX2025-0003 document -Information Only

Please read - Information Only

- [Applicable Dept. of Labor G...](#)

5.7.3. Please read the Contractor's Guide to Prevailing Wage Requirements - Information Only

Please read - Information Only

- [DBLS INFORMATION ONLY.pdf](#)

5.7.4. Section 3 Requirements - Information Only

Please read (Information Only)

- [SECTION 3 INFORMATION ONLY.pdf](#)

6. Pricing Proposal

BASE PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Base Proposal - Heating Ventilation and Air Conditioning to Include New Ducts and Vents	1	LS		
TOTAL					

ALTERNATE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Alternate 1: See note on MP01 of drawings. Keyed Notes: Mechanical #9 (HVLS Fans).	1	LS		
TOTAL					

ALTERNATE 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Alternate 2: Replacement of approximately 3,000 square feet of ceiling tile, grid and all light fixtures.	1	LS		
TOTAL					

CONTINGENCY

Line Item	Description	Unit of Measure	Unit Cost
1	Contingency	LS	\$20,000.00