



# PURCHASING DEPARTMENT

County Of Hidalgo

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COUNTY AUDITOR

2006 DEC 5 PM 2 02

## MEMORANDUM

To: Ray Eufrazio, CPA  
Hidalgo County Auditor

From: Vangie Y. Garcia, Buyer II *[Signature]*  
Hidalgo County Purchasing Department

Re: RFP/Q No: 2006-231-11-15-VYG  
"Actuarial Services For GASB 43 and/or GASB 45"

Date: December 5, 2006

The following is the "Evaluation / Grading Grid" based on the scoring results. The "Evaluation/Grading" Committee Members were two from your staff and two from our staff. Please review and if everything is in agreement to proceed in placing the item on next week's agenda, please sign acknowledgment and fax correspondence in order to proceed.

If you have any further questions/concerns, please call me at (956) 318-2626-X-4856. Thank you.

APPROVE ✓ *[Signature]*

DISAPPROVE \_\_\_\_\_

Budget Account Number: 6-1100-415-00-115-002-0-311

**HIDALGO COUNTY PURCHASING DEPARTMENT  
RFP/Q ACCEPTANCE SHEET**

**DEPARTMENT NAME: Hidalgo County**

**RFP/Q ACCEPTANCE DATE: NOVEMBER 15, 2006**

**RFP/Q ACCEPTANCE TIME: 9:30 A.M.**

**DESCRIPTION OF RFP/Q: Hidalgo County-Actuarial Services For GASB 43 and/or GASB 45**

**RFP/Q NO: 2006-231-11-15-VYG (BID OPENING EXTENDED TO 11-22-06)**

RFP/Q#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM
#01	Gary P. Monnin Consulting Austin, Texas	√	√
#02	Milliman Houston, Texas	√	√
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			



contractor and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Contractor agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Contractor at the time of termination under this contract will be due and payable to Contractor within thirty (30) days following the time of contract termination.

6. Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall commence \_\_\_\_\_, 2006 and terminate \_\_\_\_\_, 2008, unless earlier terminated as herein provided. Subject to County funding and compliance with applicable purchasing laws and regulations, this Contract may be renewed by County, in its sole discretion, for one (1) additional year term at the fees indicated in Appendix B(1) ("Renewal Term").

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

If to County:

County of Hidalgo, Texas  
Attn: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Contractor:

COMPANY NAME  
Attn: AUTHORIZED REPRESENTATIVE  
ADDRESS  
CITY, Texas 785

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

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

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

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

16. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

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

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural wherever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes a valid and enforceable obligation of County and Contractor in accordance with its terms.

20. Ethical Provision. It is understood that the employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for

entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Contractor agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Contractor or the acts or omissions of Contractor employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. Representation and Warranties. Contractor represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposals / Qualifications are true and correct as of the date hereof. Contractor additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Contractor pursuant to this Contract. In the

event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as a material inducement to County to enter into the Contract.

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

APPROVED BY COMMISSIONERS COURT ON, \_\_\_\_\_, 2006.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: \_\_\_\_\_

COUNTY OF HIDALGO, TEXAS

By: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST.

\_\_\_\_\_  
Eddy Trevino, County Clerk

CONTRACTOR

By: \_\_\_\_\_

**RAY EUFRACIO, CPA  
 HIDALGO COUNTY AUDITOR  
 HIDALGO COUNTY AUDITOR'S OFFICE**

**SHIP TO ADDRESS:**

County Administration Building 3<sup>rd</sup> Floor  
100 East Cano  
Edinburg, Texas 78539-3587

**MAILING ADDRESS:**

Hidalgo County Auditor's Office  
P O Box 689  
Edinburg Texas 78540-0689

**WEBSITE:** [www.co.hidalgo.tx.us/auditor](http://www.co.hidalgo.tx.us/auditor)

**FAX COVERSHEET**

**TO:** Vangie Garcia, Buyer II  
Purchasing Department

**FROM:** Linda Fong, First Asst. Co. Auditor  
Hidalgo County Auditor's Office

**Fax:** (956) 318 - 2629

**Pages:** (Including Coversheet) 2

**Phone:** ( )

**Date:** Tuesday, December 05, 2006, 3:50:00 PM

**Re:**

**CC:**

- Urgent    For Review    Please Comment    Please Reply    Please Recycle

**●Comments:**

**IF ALL OF THE PAGES ARE NOT RECEIVED OR IF THERE IS A PROBLEM PLEASE CALL BACK WITHIN FIVE (5) MINUTES.**

**CONTACT TELEPHONE NUMBER: (956) 318 - 2511, X- 4668**

**AUDITOR'S OFFICE FAX NUMBER: (956) 318 - 2577**

**NOTICE OF CONFIDENTIALITY**

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