

AI-7773

6.

Treasurer Resolution

CC REGULAR

Date: 02/06/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of Resolution recognizing Ms. Norma Garcia as The Texas Outstanding County Treasurer for 2007 - State Representative Armando "Mando" Martinez, District 39.

BACKGROUND

Resolution to be taken to Commissioners' Court

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/01/2008 04:15 PM	APRV
2	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Monica Badillo
Started On: 02/01/2008 04:04 PM
Final Approval Date: 02/01/2008

AI-7701
CIHCP
CC REGULAR

7.B.

Date: 02/06/2008
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Approval to pay invoices submitted by Data RX in the amount of \$37,321.84 for pharmaceutical services provided to the Indigent Health Care Program.

BACKGROUND

FOR THE WEEK OF 12/1/07 - 12/7/07

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1249-444-00-240-003-8-899

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding is pending transfer AI 7720.

Attachments

Link: [DATARX](#)

Link: [REPORT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/29/2008 01:33 PM	APRV
2	Erika Reyna	Erika Reyna	02/01/2008 09:36 AM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Dairen Sarmiento			Started On: 01/29/2008 08:50 AM	
Final Approval Date: 02/01/2008				

**Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation**

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on February 6, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office (Data Rx) \$37,321.84
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report \$37,321.84
from the Chassis software. The amount must agree with the total
on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Clayton Saumiento 1/29/08
Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

PAYMENTID	MR#	PROVIDER	PROVIDER TAXID	PROGRAM	SERVICE START	BILLED
37081	17981A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$61.14
37080	17981A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$88.46
37079	734801	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$31.94
37078	734801	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$187.95
37077	666185	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$86.25
37076	666185	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$44.25)
37075	003696	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$112.55
37074	003696	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$102.53
37073	003696	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$101.06
37072	741802	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$17.79
37071	741802	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$39.40
37070	741802	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$21.02
37069	09263B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$24.20
37068	16303D	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$18.19
37067	16303D	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$11.76
37066	16303D	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$27.24
37065	09263B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$23.79
37064	666185	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$77.51
37063	666185	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$56.36)
37062	666185	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$44.25
37061	666185	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$149.87
37060	666185	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$56.36
37059	3686	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$13.04
37058	001175	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$27.41
37057	001175	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$56.25
37056	001175	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$63.27
37055	007040	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$11.51
37054	89329A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$47.94
37053	794422	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$105.84
37052	89329A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$99.80
37051	794422	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$87.70
37050	89329A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$99.80)
37049	794422	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$87.70)
37048	794422	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$105.84)
37047	007040	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$38.66
37046	016894	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$56.89
37045	5411	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$151.79
37044	5411	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$151.79
37043	5411	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$151.79)
37042	04151B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$48.59
37041	04151B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$39.79
37040	5411	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$28.77
37039	5411	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$5.03
37038	001340	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$21.64
37037	04611A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$76.23
37036	04611A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$73.66
37035	04611A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$35.63
37034	3511	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$104.90
37033	3511	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$152.75
37032	011974	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$388.99
37031	04089A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$77.68

37030	8327	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$7.27
37029	8327	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$11.64
37028	607575	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$7.38
37027	607575	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$56.90
37026	063801	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$26.13
37025	4219	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$14.68
37024	441980	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$133.14
37023	441980	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$7.38
37022	445273	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$76.24
37021	445273	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$211.87
37020	966163	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$93.02
37019	966163	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$38.29
37018	5412	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$36.40
37017	005939	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$39.88
37016	005939	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$101.39
37015	005939	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$15.19
37014	04089A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$11.64
37013	04089A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$21.24
37012	923135	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$7.49
37011	923135	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$54.97
37010	923135	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$51.65
37009	009417	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$101.69
37008	009417	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$133.59
37007	009417	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$18.69
37006	441980	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$94.40
37005	445273	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$94.40
37004	316893	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$6.37
37003	316893	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$48.44
37002	4219	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$10.33
37001	001362	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$6.19
37000	001362	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$50.76
36999	005286	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$24.65
36998	005286	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$33.80
36997	001076	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$41.04
36996	001076	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$96.02)
36995	003083	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$59.10
36994	088483	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$29.52
36993	3114	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$281.91
36992	3114	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$281.91)
36991	018014	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$75.19
36990	018014	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$51.20
36989	009734	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$114.97
36988	5478	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$25.45
36987	4307	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$16.09
36986	183918	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$81.29
36985	183918	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$115.89
36984	009734	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$9.61
36983	009734	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$47.07
36982	183918	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$109.29
36981	009087	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$22.69
36980	05409B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$33.71
36979	015292	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$7.67

36978	015292	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$11.00
36977	002608	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$29.75
36976	002608	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$29.75)
36975	604563	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$42.54
36974	604563	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$42.54)
36973	604563	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$42.54
36972	604563	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$36.70
36971	119054	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$82.78
36970	119054	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$85.26
36969	3114	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$281.91
36968	3114	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$281.91)
36967	002608	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$29.75
36966	002608	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$29.75)
36965	002608	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$29.75
36964	002608	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$7.42
36963	038777	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$6.94
36962	002608	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$54.04
36961	038777	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$6.94)
36960	3893	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$195.92
36959	3893	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$134.83
36958	012499	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$88.59
36957	012499	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$52.99)
36956	3739	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$19.43
36955	3739	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$89.00
36954	012499	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$13.50
36953	012499	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$13.50)
36952	012499	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$44.29
36951	012499	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$52.99
36950	012499	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$13.50
36949	667336	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$299.81
36948	667336	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$275.96
36947	465783	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$30.33
36946	465783	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$126.00)
36945	4484	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$245.18
36944	084902	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$9.78
36943	084902	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$9.98
36942	12819	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$151.06
36941	3463	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$6.00
36940	3463	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$15.18
36939	4139	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$63.89
36938	645487	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$112.08
36937	645487	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$112.08
36936	645487	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$112.08)
36935	04334A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$79.59
36934	04334A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$76.19)
36933	038777	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$6.94
36932	038777	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$155.76
36931	038777	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$21.50
36930	5307	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$10.09
36929	12558C	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$84.35
36928	006474	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$12.40
36927	006474	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$24.65

36926	006474	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$76.24
36925	12558C	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$106.17
36924	3919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$52.29
36923	3919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$58.88)
36922	018058	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$62.98
36921	14667A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$245.18
36920	335352	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$72.05
36919	014667	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$245.18)
36918	014667	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$245.18
36917	3528	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$51.70
36916	3528	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$34.00
36915	272485	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$45.63
36914	272485	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$45.63)
36913	011290	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$15.68
36912	011290	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$31.29
36911	014357	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$76.21
36910	014357	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$129.55
36909	944162	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$13.04
36908	107889	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$326.45
36907	116267	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$123.50
36906	3114	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$281.91
36905	3114	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$281.91
36904	3114	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$281.91)
36903	272485	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$45.63
36902	532964	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$96.06
36901	966792	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$72.60
36900	949271	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$51.20
36899	005424	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$10.77
36898	005424	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$9.28)
36897	3919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$58.88
36896	433806	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$56.89
36895	433806	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$96.06
36894	433806	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$67.57
36893	088483	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$14.57
36892	005424	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$36.50
36891	005424	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$20.75)
36890	005424	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$9.28
36889	005424	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$20.75
36888	005424	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$157.07
36887	018311	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$12.20
36886	018311	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$24.96
36885	017874	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$100.06
36884	017874	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$152.12
36883	12029C	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$15.18
36882	012743	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$21.31
36881	012743	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	(\$20.50)
36880	012743	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$20.50
36879	12029C	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$119.77
36878	001638	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$68.79
36877	001638	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$155.69
36876	505590	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$167.20
36875	761492	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$69.39

36874	761492	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$33.56
36873	013183	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/6/2007	\$44.33
36872	800378	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$10.00
36871	800378	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$14.16)
36870	800378	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$14.16
36869	088068	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$55.60)
36868	562441	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$41.32
36867	011230	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$22.43
36866	011230	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$146.19
36865	11230A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$187.01
36864	017609	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$157.00
36863	003964	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$32.29
36862	003964	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$36.59
36861	003964	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$18.69
36860	10027B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$112.51)
36859	10027B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$112.51
36858	10027B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$112.51
36857	10027B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$112.51)
36856	10027B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$112.51)
36855	10027B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$16.89
36854	10027B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$112.51
36853	10027B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$14.50
36852	722359	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$107.97)
36851	722359	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$107.97
36850	3450	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$34.00)
36849	215813	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$49.75
36848	3450	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$51.70)
36847	215813	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$49.75)
36846	215813	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$49.75
36845	722359	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$49.26
36844	722359	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$71.50
36843	156071	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$12.74
36842	3450	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$57.05
36841	3450	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$34.00
36840	3450	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$51.70
36839	295884	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$42.95)
36838	088068	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$110.82
36837	088068	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$132.61
36836	693573	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$53.65
36835	693573	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$41.28
36834	568419	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$18.81
36833	568419	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$18.81)
36832	014987	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$40.30
36831	014987	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$42.75)
36830	014987	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$42.75
36829	568419	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$18.81
36828	4801	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$24.65
36827	088068	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$55.60
36826	012862	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$169.19
36825	4869	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$541.15
36824	763254	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$175.58
36823	004183	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$106.29

36822	004183	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$106.29)
36821	004183	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$106.29
36820	017067	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$43.99
36819	017067	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$71.99
36818	017184	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$16.72
36817	017184	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$28.08
36816	017067	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$143.19
36815	017184	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$35.91
36814	004183	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$129.08
36813	017695	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$15.69
36812	017695	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$15.69)
36811	008146	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$22.59
36810	18185A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$68.09
36809	18185A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$68.09)
36808	487094	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$33.16
36807	017961	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$45.79
36806	487094	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$54.35
36805	487094	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$175.58
36804	04334A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$99.49
36803	04334A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$76.19
36802	003263	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$37.03
36801	003263	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$55.76
36800	014667	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$96.89)
36799	04469A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$290.39
36798	085654	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$29.62
36797	085654	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$147.22
36796	3734	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$19.99
36795	3734	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$15.86
36794	3734	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$22.65
36793	012996	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$104.01
36792	012996	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$242.19
36791	012996	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$132.19
36790	119553	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$63.01
36789	119553	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$63.01)
36788	18141B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$13.10
36787	003792	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$9.19
36786	003792	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$152.61
36785	18141B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$13.10)
36784	18141B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$22.75
36783	18141B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$13.10
36782	18141B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$41.50
36781	295884	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$42.95
36780	215813	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$23.46
36779	215813	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$161.47
36778	905543	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$76.21
36777	905543	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$37.16
36776	841134	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$147.11
36775	004520	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$30.95
36774	004520	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$87.50
36773	004520	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$87.50
36772	905174	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$119.39
36771	905174	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$119.39)

36770	04469A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$355.49
36769	905174	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$261.39
36768	457224	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$23.00
36767	04469A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$68.29
36766	748076	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$6.19
36765	748076	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$10.32
36764	083275	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$44.47
36763	083275	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$161.47
36762	083275	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$94.10
36761	088068	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$55.60)
36760	088068	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$55.60
36759	650549	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$94.40
36758	905174	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$119.39
36757	005404	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$8.63
36756	459755	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$34.53
36755	4677	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$21.01
36754	355200	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$125.48
36753	355200	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$63.73
36752	4677	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$52.76
36751	016230	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$152.12
36750	016230	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$84.74
36749	016230	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$69.32
36748	013919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$18.09
36747	006370	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$91.99
36746	006370	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$19.51
36745	007967	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$33.71
36744	012965	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$187.01
36743	012965	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$27.94
36742	018427	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$25.49
36741	018427	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$22.15
36740	910461	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$13.87
36739	438017	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$464.71
36738	119553	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$63.01
36737	119553	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$29.96
36736	376600	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$108.83
36735	05409B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$192.13
36734	005409	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$69.75
36733	2996	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$173.64
36732	2996	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$117.42)
36731	2996	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$117.42
36730	906856	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$18.75
36729	906856	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$159.64
36728	906856	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$162.38
36727	500108	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$96.79
36726	500108	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$96.79)
36725	500108	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$130.89
36724	500108	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$96.79
36723	014667	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$96.89
36722	870986	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$14.29
36721	014667	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$75.69)
36720	620414	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$20.57
36719	870986	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$33.56

36718	870986	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$9.78
36717	620414	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$74.18
36716	802193	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$133.05
36715	118131	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$47.07
36714	802193	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$92.06
36713	707333	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$59.39
36712	000874	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$31.82
36711	967540	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$57.19
36710	967540	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$10.32
36709	014667	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$27.53
36708	014667	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$61.93
36707	014667	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$75.69
36706	518370	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$55.75
36705	13597B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$21.13
36704	13597B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$35.12
36703	13597B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$18.19
36702	477212	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$188.59
36701	02506A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$185.50
36700	3739	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$201.77
36699	761492	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$171.09
36698	562441	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$196.36
36697	562441	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$139.50
36696	002716	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$36.60
36695	013844	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$12.95
36694	211673	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$62.64
36693	211673	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$72.58
36692	211673	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$40.66
36691	465783	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$126.00
36690	465783	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$45.33)
36689	589206	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$21.58
36688	589206	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$56.53
36687	477212	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$45.63
36686	477212	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$50.76
36685	013844	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$14.36
36684	009613	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$157.12
36683	349977	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$331.19
36682	666416	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$9.74
36681	666416	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$8.45
36680	794422	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$105.84
36679	794422	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$89.95
36678	001076	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$29.09
36677	18185A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$68.09
36676	794422	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$39.68)
36675	001076	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$41.04)
36674	794422	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$39.68
36673	794422	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$127.10
36672	04113A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$80.09
36671	04113A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$143.19
36670	04113A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$109.29
36669	017695	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$15.69
36668	277583	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$9.20
36667	277583	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$13.71

36666	16803A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$60.48
36665	016803	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$82.95
36664	16803A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$123.59
36663	170868	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$109.39
36662	170868	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$26.62
36661	170868	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$76.24
36660	005432	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$44.30
36659	005432	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	(\$17.50)
36658	005432	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$17.50
36657	005432	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$96.02
36656	005432	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$96.52
36655	247064	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$50.57
36654	247064	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$93.80
36653	247064	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$6.19
36652	013257	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$40.66
36651	013257	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$35.60
36650	430949	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$52.31
36649	430949	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$12.10
36648	430949	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$12.11
36647	729996	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$7.38
36646	729996	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$14.29
36645	729996	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$5.62
36644	820015	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$146.24
36643	820015	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$78.26
36642	729919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$23.11
36641	4017	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$28.55
36640	4017	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$11.00
36639	800048	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$46.17
36638	4490	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$100.03
36637	4490	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$33.53
36636	4490	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$27.80
36635	3659	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$20.78
36634	3659	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$80.07
36633	029484	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$21.35
36632	029484	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/5/2007	\$9.78
36631	029484	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$76.15)
36630	029484	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$63.42)
36629	029484	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$152.61)
36628	5427	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$85.50
36627	5427	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$48.95
36626	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$35.45)
36625	079982	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$64.05
36624	079982	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$10.36
36623	079982	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$187.25
36622	005746	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$12.67
36621	005746	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$113.45
36620	520741	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$27.95
36619	520741	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$21.20)
36618	520741	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$21.20
36617	519973	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$50.72
36616	520741	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$20.00)
36615	520741	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$20.00

36614	666205	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$128.99
36613	520741	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$20.00)
36612	3255	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$82.78
36611	3255	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$85.26
36610	520741	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$20.00
36609	520741	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$21.20)
36608	520741	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$21.20
36607	007782	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$140.63
36606	007782	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$20.60
36605	013236	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$151.78
36604	013236	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$483.55
36603	09264A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$32.42
36602	967098	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$71.57
36601	765768	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$70.18
36600	765768	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$54.27
36599	027575	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$15.07
36598	027575	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$51.71
36597	00460E	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$34.75
36596	00460E	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$18.17
36595	17219C	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$29.12
36594	016894	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$25.52
36593	5360	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$32.13
36592	5360	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$13.46
36591	17219C	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$41.30
36590	17219C	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$11.09
36589	001864	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$43.46
36588	004259	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$39.39
36587	004259	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$39.39)
36586	000460	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$17.61
36585	000460	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$28.75
36584	000460	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$82.00
36583	000849	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$41.88
36582	001995	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$16.70
36581	000849	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$37.18
36580	4307	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$83.39
36579	029484	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$76.15
36578	029484	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$63.42
36577	029484	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$152.61
36576	017931	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$38.23
36575	017931	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$30.95
36574	3943	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$128.65
36573	3943	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$33.56
36572	004259	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$39.39
36571	675126	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$42.99
36570	520741	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$21.20)
36569	013988	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$98.11
36568	013589	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$1,162.62
36567	967677	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$51.34
36566	967677	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$70.47
36565	015919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$139.83
36564	17906A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$12.50
36563	17906A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$25.21

36562	17906A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	(\$25.21)
36561	17906A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	(\$20.97)
36560	013236	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$16.31)
36559	013589	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$465.46
36558	001076	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$96.02
36557	013589	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$254.09
36556	001076	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$29.09)
36555	520741	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$21.20
36554	006497	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$106.45
36553	966745	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$94.23
36552	966745	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$66.12
36551	905174	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$34.59
36550	015919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$18.23
36549	013236	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$16.31
36548	465783	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$45.33
36547	465783	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$49.28
36546	465783	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$94.16
36545	013236	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$38.94)
36544	013236	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$38.94
36543	568419	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$100.62
36542	005981	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$16.13
36541	005981	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$41.59
36540	005981	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$28.76
36539	3510	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$36.69
36538	905174	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$22.69
36537	018238	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$24.54
36536	619890	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$27.59
36535	619890	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$83.29
36534	619890	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$269.49
36533	551169	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$95.42
36532	257967	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$1,422.88
36531	551169	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$95.42)
36530	905174	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$43.39
36529	905174	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$98.19
36528	00100B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$41.99
36527	00100B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$22.95
36526	910461	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$76.24
36525	774020	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$266.08
36524	510036	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$91.30
36523	510036	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$173.62
36522	510036	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$195.12
36521	551169	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$95.42
36520	568419	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$70.38
36519	551169	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$20.74
36518	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$297.13
36517	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$297.13
36516	765208	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$146.64
36515	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$297.13)
36514	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$201.42)
36513	120055	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$888.75
36512	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$36.95
36511	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$36.95)

36510	808456	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$292.67
36509	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$36.95
36508	808456	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$160.56
36507	808456	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$76.29
36506	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$37.30)
36505	013298	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$143.19
36504	257967	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$260.37
36503	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$37.30
36502	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$201.42
36501	827746	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$127.98
36500	827746	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$127.98
36499	827746	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$127.98)
36498	827746	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$127.97
36497	827746	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$127.97)
36496	004744	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$238.68
36495	017744	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$46.59
36494	004744	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$35.51
36493	004744	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$129.55
36492	17906A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$20.97
36491	17906A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$7.35
36490	352973	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$217.41
36489	352973	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$260.32
36488	352973	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$104.39
36487	009264	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$22.07
36486	009264	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$84.28
36485	009264	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$87.44
36484	17906A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$32.43
36483	008730	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$33.03
36482	008730	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$175.58
36481	008730	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$296.28
36480	04146D	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$594.62
36479	586322	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$16.31
36478	586322	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$66.26
36477	586322	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$27.37
36476	013988	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$59.39)
36475	017411	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$146.81
36474	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$136.82
36473	624843	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$138.13
36472	260231	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$229.39
36471	260231	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$125.48
36470	013988	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$89.60
36469	013988	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$59.39
36468	12636A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$88.25
36467	675126	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$116.45
36466	07208B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$152.31
36465	07208B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$152.31)
36464	07208B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$98.40
36463	07208B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$152.31
36462	4191	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$47.25
36461	002334	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$37.79
36460	703486	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$57.12
36459	703486	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$49.75

36458	703486	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$137.04
36457	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$35.45
36456	218318	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$114.34
36455	017363	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$41.79
36454	905655	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$54.03
36453	905655	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$12.20
36452	944162	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$23.05
36451	002254	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$19.41
36450	944162	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$14.98
36449	003813	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$157.61
36448	765768	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$56.56
36447	003813	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$99.23
36446	4729	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$201.42
36445	4729	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$27.06
36444	06150B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$21.12
36443	441755	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$107.24
36442	010910	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$40.62
36441	010910	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$56.66
36440	4341	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$15.33
36439	043294	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$44.72
36438	531222	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$29.09
36437	014574	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$76.21
36436	014574	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$129.55
36435	013668	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$173.64
36434	013668	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$26.26
36433	4528	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$43.99
36432	4528	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$80.04
36431	013668	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$100.53
36430	371313	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$51.44
36429	069404	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$17.50
36428	069404	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$21.32
36427	002084	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$91.99
36426	002084	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$69.95
36425	002084	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$50.95
36424	17216B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$53.90
36423	017216	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$13.04
36422	017216	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$19.18
36421	17216D	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$29.31
36420	17216D	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$13.31
36419	17216B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$17.33
36418	029797	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$96.02
36417	009773	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$102.29
36416	15852A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$70.95
36415	009773	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$172.29
36414	009773	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$33.29
36413	15852A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$244.99
36412	3661	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$89.60
36411	001076	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$41.04
36410	3665	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$15.49
36409	001076	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$29.09
36408	001076	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$100.12
36407	605898	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$88.69

36406	605898	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$107.89
36405	948988	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$106.97
36404	699198	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$29.15)
36403	553666	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$32.03
36402	553666	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$22.64)
36401	553666	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$22.64
36400	4801	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$96.02
36399	4801	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$34.53
36398	553666	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$22.64)
36397	011923	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$21.32
36396	014088	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$16.56
36395	011923	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$129.55
36394	011923	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$133.04
36393	298252	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$87.71
36392	298252	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$11.82
36391	553666	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$22.64
36390	553666	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$32.03)
36389	553666	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$32.03
36388	553666	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$133.14
36387	553666	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$29.75
36386	004207	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$114.54
36385	004207	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$11.38
36384	840373	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$17.73
36383	002716	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$143.10
36382	017060	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$19.41
36381	017060	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$93.80
36380	011823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$87.50
36379	002716	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$92.54
36378	492584	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$74.33
36377	012314	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$43.91
36376	012314	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$10.32
36375	012314	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$121.74)
36374	012314	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$20.97)
36373	012314	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$121.74
36372	012314	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$20.97
36371	012314	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$121.74
36370	012314	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$34.00
36369	012314	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	(\$121.74)
36368	06180B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$175.01
36367	257967	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$22.57
36366	257967	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$292.13
36365	00284A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$175.01
36364	00284A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$134.83
36363	914304	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$36.60
36362	914304	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$128.65
36361	000284	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$39.75
36360	000284	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$175.01
36359	000284	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$134.83
36358	951150	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$15.18
36357	4572	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/4/2007	\$63.65
36356	2658	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$19.41
36355	2658	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$12.20)

36354	2658	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$12.20
36353	2594	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.19
36352	2594	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.34
36351	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$18.24
36350	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$18.24)
36349	18243A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$97.53
36348	18243A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$33.03
36347	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$243.51
36346	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$243.51)
36345	017828	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$17.54
36344	017828	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$47.98
36343	017828	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$106.97
36342	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$18.24
36341	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.00
36340	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.00
36339	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$11.00)
36338	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$11.00)
36337	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.00
36336	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.00
36335	028608	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$63.95
36334	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$11.00)
36333	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$11.00)
36332	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$243.51
36331	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$122.88)
36330	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.00
36329	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$122.88
36328	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$122.88)
36327	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$96.56
36326	453604	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$122.88
36325	43586A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$32.78
36324	43586A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$102.54
36323	015872	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$24.36
36322	015872	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.60
36321	015872	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$254.16
36320	014767	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$79.49
36319	014767	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$73.74
36318	014767	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$24.70
36317	069936	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$313.53
36316	069936	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$164.64
36315	889305	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$85.11
36314	889305	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$108.43
36313	04433A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$161.47
36312	04433A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$17.08
36311	004433	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$20.57
36310	765208	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$31.14
36309	941879	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$84.30
36308	941879	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$37.94
36307	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$123.66
36306	788931	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$71.69
36305	941879	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$85.59
36304	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$123.66)
36303	878491	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$9.91

36302	788931	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$71.69)
36301	878491	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$9.67)
36300	004469	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$68.39
36299	878491	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$9.67
36298	004469	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$296.49
36297	3393	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$137.04
36296	004469	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$231.99
36295	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$123.66
36294	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$123.66)
36293	09482C	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$151.25
36292	004469	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$121.99)
36291	409406	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$51.20
36290	015092A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$76.95
36289	4720	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$31.65
36288	4720	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$13.10)
36287	4720	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$13.10
36286	788931	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$279.35
36285	788931	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$71.69
36284	788931	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$279.45
36283	295884	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$62.99
36282	13090	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$31.20
36281	13090	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$26.55
36280	13090	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$76.52
36279	5205	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$22.43
36278	001340	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$67.41
36277	018157	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$32.04
36276	018157	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$177.43
36275	018157	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$168.67
36274	5212	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$80.26
36273	001362	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$83.69
36272	434881	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$29.54
36271	434881	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$150.35
36270	029797	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$31.14
36269	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$123.66
36268	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$123.66)
36267	584078	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$31.14
36266	584078	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$38.00
36265	584078	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$28.76)
36264	769592	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$13.45
36263	584078	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$13.17
36262	4178	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$36.60
36261	769592	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	(\$11.03)
36260	769592	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$43.72
36259	769592	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$11.03
36258	346554	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$201.76
36257	494439	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$175.58
36256	494439	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$47.32
36255	017141	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$103.38
36254	018247	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$112.64
36253	494439	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$120.79
36252	292951	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$40.89
36251	292951	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$40.89)

36250	292951	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$40.89
36249	000874	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$100.12
36248	007360	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$41.43
36247	949698	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$72.05
36246	949698	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$69.33
36245	001181	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$36.86
36244	279652	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$19.43
36243	004331	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$32.05
36242	028608	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$22.99
36241	004331	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$86.21
36240	004331	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$124.00
36239	028608	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$61.95
36238	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$123.66
36237	279652	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$14.09
36236	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$123.66)
36235	279652	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$112.83
36234	008559	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$30.94
36233	008559	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$152.61
36232	008559	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$129.55
36231	010450	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$10.00
36230	010450	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$28.08
36229	010450	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$16.72
36228	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$123.66
36227	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$123.66
36226	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$123.66)
36225	4178	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.34
36224	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$123.66
36223	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$194.36
36222	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$123.66)
36221	010823	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$13.87
36220	008312	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$68.78
36219	008312	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$29.12)
36218	967584	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.72
36217	967584	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$33.56
36216	87145A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$124.66
36215	008312	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$29.12
36214	5072	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$135.23
36213	008312	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$28.27
36212	008312	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$20.81
36211	237335	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$187.99
36210	237335	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$186.99
36209	699198	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$29.15
36208	699198	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$49.74
36207	017941	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$158.00
36206	704531	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$22.18
36205	08312B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$22.56
36204	237335	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$118.99
36203	584078	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$28.76
36202	08312B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$40.32
36201	08312B	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$43.33
36200	726767	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$156.79
36199	726767	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$157.12)

36198	722307	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$121.29
36197	722307	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$140.99
36196	520154	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$41.73
36195	520154	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$41.17
36194	992468	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$170.89
36193	992468	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$103.07
36192	992468	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$10.07
36191	726767	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$27.84
36190	726767	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$157.12
36189	014088	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$106.09
36188	005668	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$9.78
36187	005668	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$36.94
36186	005668	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$21.61
36185	009244	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$95.36
36184	009244	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$175.79
36183	007782	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$29.96
36182	504366	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$175.64
36181	504366	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$57.67
36180	257629	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$54.08
36179	4191	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$104.63
36178	4191	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$18.77
36177	029797	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$116.57
36176	5072	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$135.23)
36175	5072	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$135.23
36174	5072	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$21.97
36173	962011	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$47.25
36172	962011	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$60.81
36171	962011	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$61.53
36170	626271	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$144.53
36169	626271	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$147.91)
36168	017346	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$113.67
36167	017346	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$36.59
36166	017346	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$21.67
36165	626271	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$14.02
36164	626271	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$147.91
36163	3466	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$56.88
36162	610266	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$15.07
36161	626271	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$62.95
36160	004003	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$35.51
36159	14239A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$15.81
36158	14239A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$49.65
36157	302251	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$95.49
36156	302251	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$92.09
36155	08896A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$204.89
36154	08896A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$151.06
36153	489919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.80
36152	489919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$11.80)
36151	489919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$11.80
36150	489919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$53.19
36149	489919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$53.19)
36148	489919	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$53.19
36147	354087	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$35.33

36146	609409	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$82.40
36145	015945	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$103.89
36144	4139	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$54.49
36143	263535	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$42.09
36142	014647	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$77.68
36141	014647	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$14.14
36140	014647	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$18.77
36139	245990	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$7.37
36138	703391	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$151.06
36137	263535	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$40.39
36136	263535	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$14.13
36135	263535	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$14.13)
36134	443092	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$14.49
36133	443092	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$29.03
36132	120055	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$50.47
36131	120055	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$48.06
36130	120055	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$48.06)
36129	120055	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	(\$42.59)
36128	015432	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$30.94
36127	015432	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$27.35
36126	015432	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$28.77
36125	012771	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$143.19
36124	120055	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$42.59
36123	120055	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$61.89
36122	681611	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$37.03
36121	004003	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$40.64
36120	889305	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$154.00
36119	730662	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$100.37
36118	257629	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$36.01
36117	257629	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$24.60
36116	004469	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$121.99
36115	104653	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$22.89
36114	00176A	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$57.19
36113	012771	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/3/2007	\$101.09
36112	4663	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$70.65
36111	4663	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$38.28
36110	490970	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$181.82
36109	490970	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$56.48
36108	490970	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$143.58
36107	4663	DATA RX MANAGEMENT, INC	353574	Hidalgo CIHCP	12/1/2007	\$14.60
						\$61,523.04

PAID	BATCH	STATUS
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\$30.31	PBM-12-7-2007	paid
\$16.65	PBM-12-7-2007	paid
\$144.35	PBM-12-7-2007	paid
\$45.38	PBM-12-7-2007	paid
(\$23.14)	PBM-12-7-2007	paid
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\$46.59	PBM-12-7-2007	paid
\$83.39	PBM-12-7-2007	paid
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\$15.86	PBM-12-7-2007	paid
\$7.93	PBM-12-7-2007	paid
\$10.99	PBM-12-7-2007	paid
\$8.32	PBM-12-7-2007	paid
\$5.22	PBM-12-7-2007	paid
\$12.04	PBM-12-7-2007	paid
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\$23.70	PBM-12-7-2007	paid
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\$6.30	PBM-12-7-2007	paid
\$35.46	PBM-12-7-2007	paid
\$18.95	PBM-12-7-2007	paid
\$4.78	PBM-12-7-2007	paid
\$38.04	PBM-12-7-2007	paid
\$83.58	PBM-12-7-2007	paid
\$5.76	PBM-12-7-2007	paid
\$10.35	PBM-12-7-2007	paid
\$3.91	PBM-12-7-2007	paid

\$12.30	PBM-12-7-2007	paid
\$24.99	PBM-12-7-2007	paid
(\$24.09)	PBM-12-7-2007	paid
\$8.53	PBM-12-7-2007	paid
(\$7.63)	PBM-12-7-2007	paid
\$8.53	PBM-12-7-2007	paid
\$32.78	PBM-12-7-2007	paid
\$35.46	PBM-12-7-2007	paid
\$36.57	PBM-12-7-2007	paid
\$127.31	PBM-12-7-2007	paid
(\$126.41)	PBM-12-7-2007	paid
\$24.99	PBM-12-7-2007	paid
(\$24.09)	PBM-12-7-2007	paid
\$24.99	PBM-12-7-2007	paid
\$8.36	PBM-12-7-2007	paid
\$6.27	PBM-12-7-2007	paid
\$17.26	PBM-12-7-2007	paid
(\$5.37)	PBM-12-7-2007	paid
\$162.82	PBM-12-7-2007	paid
\$111.76	PBM-12-7-2007	paid
\$10.26	PBM-12-7-2007	paid
(\$22.25)	PBM-12-7-2007	paid
\$15.53	PBM-12-7-2007	paid
\$45.38	PBM-12-7-2007	paid
\$6.30	PBM-12-7-2007	paid
(\$5.40)	PBM-12-7-2007	paid
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\$23.15	PBM-12-7-2007	paid
\$6.30	PBM-12-7-2007	paid
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(\$56.25)	PBM-12-7-2007	paid
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\$4.85	PBM-12-7-2007	paid
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\$4.61	PBM-12-7-2007	paid
\$7.28	PBM-12-7-2007	paid
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(\$32.26)	PBM-12-7-2007	paid
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\$11.54	PBM-12-7-2007	paid

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\$20.98	PBM-12-7-2007	paid
(\$20.08)	PBM-12-7-2007	paid
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\$24.99	PBM-12-7-2007	paid
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\$127.31	PBM-12-7-2007	paid
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\$5.29	PBM-12-7-2007	paid
(\$3.72)	PBM-12-7-2007	paid
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\$26.05	PBM-12-7-2007	paid
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\$68.91	PBM-12-7-2007	paid
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\$15.56	PBM-12-7-2007	paid
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(\$4.57)	PBM-12-7-2007	paid
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\$7.71	PBM-12-7-2007	paid
(\$47.82)	PBM-12-7-2007	paid
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(\$47.82)	PBM-12-7-2007	paid
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\$11.90	PBM-12-7-2007	paid
(\$11.00)	PBM-12-7-2007	paid
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\$64.45	PBM-12-7-2007	paid
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\$5.65	PBM-12-7-2007	paid
\$8.23	PBM-12-7-2007	paid
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\$4.59	PBM-12-7-2007	paid
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(\$15.83)	PBM-12-7-2007	paid
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\$7.29	PBM-12-7-2007	paid
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\$6.62	PBM-12-7-2007	paid

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\$20.39	PBM-12-7-2007	paid
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\$79.16	PBM-12-7-2007	paid
\$43.89	PBM-12-7-2007	paid
\$23.21	PBM-12-7-2007	paid
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\$3.24	PBM-12-7-2007	paid
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\$5.90	PBM-12-7-2007	paid
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\$43.89	PBM-12-7-2007	paid
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\$243.89	PBM-12-7-2007	paid
\$60.36	PBM-12-7-2007	paid
(\$242.99)	PBM-12-7-2007	paid
(\$162.59)	PBM-12-7-2007	paid
\$740.85	PBM-12-7-2007	paid
\$14.85	PBM-12-7-2007	paid
(\$13.95)	PBM-12-7-2007	paid

\$12.45	PBM-12-7-2007	paid
\$14.85	PBM-12-7-2007	paid
\$125.40	PBM-12-7-2007	paid
\$34.78	PBM-12-7-2007	paid
(\$20.54)	PBM-12-7-2007	paid
\$111.76	PBM-12-7-2007	paid
\$217.21	PBM-12-7-2007	paid
\$21.44	PBM-12-7-2007	paid
\$163.49	PBM-12-7-2007	paid
\$58.04	PBM-12-7-2007	paid
\$58.04	PBM-12-7-2007	paid
(\$57.14)	PBM-12-7-2007	paid
\$58.04	PBM-12-7-2007	paid
(\$57.14)	PBM-12-7-2007	paid
\$26.97	PBM-12-7-2007	paid
\$20.28	PBM-12-7-2007	paid
\$16.43	PBM-12-7-2007	paid
\$58.75	PBM-12-7-2007	paid
\$9.18	PBM-12-7-2007	paid
\$3.20	PBM-12-7-2007	paid
\$161.76	PBM-12-7-2007	paid
\$186.34	PBM-12-7-2007	paid
\$76.32	PBM-12-7-2007	paid
\$10.38	PBM-12-7-2007	paid
\$38.38	PBM-12-7-2007	paid
\$39.80	PBM-12-7-2007	paid
\$24.99	PBM-12-7-2007	paid
\$13.51	PBM-12-7-2007	paid
\$68.76	PBM-12-7-2007	paid
\$114.79	PBM-12-7-2007	paid
\$497.98	PBM-12-7-2007	paid
\$7.79	PBM-12-7-2007	paid
\$30.27	PBM-12-7-2007	paid
\$12.77	PBM-12-7-2007	paid
(\$26.28)	PBM-12-7-2007	paid
\$62.76	PBM-12-7-2007	paid
\$59.77	PBM-12-7-2007	paid
\$60.36	PBM-12-7-2007	paid
\$191.19	PBM-12-7-2007	paid
\$56.92	PBM-12-7-2007	paid
\$40.77	PBM-12-7-2007	paid
\$27.18	PBM-12-7-2007	paid
\$72.63	PBM-12-7-2007	paid
\$49.43	PBM-12-7-2007	paid
\$65.00	PBM-12-7-2007	paid
(\$64.10)	PBM-12-7-2007	paid
\$77.65	PBM-12-7-2007	paid
\$65.00	PBM-12-7-2007	paid
\$21.72	PBM-12-7-2007	paid
\$16.77	PBM-12-7-2007	paid
\$26.31	PBM-12-7-2007	paid
\$68.70	PBM-12-7-2007	paid

\$58.76	PBM-12-7-2007	paid
\$16.20	PBM-12-7-2007	paid
\$91.60	PBM-12-7-2007	paid
\$17.68	PBM-12-7-2007	paid
\$24.77	PBM-12-7-2007	paid
\$5.94	PBM-12-7-2007	paid
\$9.25	PBM-12-7-2007	paid
\$9.19	PBM-12-7-2007	paid
\$5.62	PBM-12-7-2007	paid
\$69.13	PBM-12-7-2007	paid
\$24.33	PBM-12-7-2007	paid
\$77.65	PBM-12-7-2007	paid
\$163.49	PBM-12-7-2007	paid
\$10.38	PBM-12-7-2007	paid
\$7.71	PBM-12-7-2007	paid
\$43.36	PBM-12-7-2007	paid
\$18.73	PBM-12-7-2007	paid
\$26.05	PBM-12-7-2007	paid
\$7.35	PBM-12-7-2007	paid
\$20.58	PBM-12-7-2007	paid
\$13.54	PBM-12-7-2007	paid
\$34.75	PBM-12-7-2007	paid
\$58.75	PBM-12-7-2007	paid
\$144.36	PBM-12-7-2007	paid
\$23.28	PBM-12-7-2007	paid
\$20.24	PBM-12-7-2007	paid
\$36.47	PBM-12-7-2007	paid
\$82.95	PBM-12-7-2007	paid
\$41.71	PBM-12-7-2007	paid
\$8.33	PBM-12-7-2007	paid
\$10.05	PBM-12-7-2007	paid
\$39.32	PBM-12-7-2007	paid
\$25.56	PBM-12-7-2007	paid
\$14.45	PBM-12-7-2007	paid
\$22.82	PBM-12-7-2007	paid
\$5.75	PBM-12-7-2007	paid
\$8.56	PBM-12-7-2007	paid
\$12.76	PBM-12-7-2007	paid
\$5.88	PBM-12-7-2007	paid
\$7.92	PBM-12-7-2007	paid
\$79.16	PBM-12-7-2007	paid
\$77.74	PBM-12-7-2007	paid
\$26.05	PBM-12-7-2007	paid
\$136.01	PBM-12-7-2007	paid
\$14.73	PBM-12-7-2007	paid
\$198.99	PBM-12-7-2007	paid
\$40.77	PBM-12-7-2007	paid
\$18.92	PBM-12-7-2007	paid
\$7.59	PBM-12-7-2007	paid
\$13.54	PBM-12-7-2007	paid
\$45.50	PBM-12-7-2007	paid
\$39.20	PBM-12-7-2007	paid

\$87.00	PBM-12-7-2007	paid
\$77.74	PBM-12-7-2007	paid
(\$12.67)	PBM-12-7-2007	paid
\$14.87	PBM-12-7-2007	paid
(\$13.97)	PBM-12-7-2007	paid
\$14.87	PBM-12-7-2007	paid
\$79.16	PBM-12-7-2007	paid
\$15.99	PBM-12-7-2007	paid
(\$13.97)	PBM-12-7-2007	paid
\$10.05	PBM-12-7-2007	paid
\$8.89	PBM-12-7-2007	paid
\$58.75	PBM-12-7-2007	paid
\$60.32	PBM-12-7-2007	paid
\$66.79	PBM-12-7-2007	paid
\$9.88	PBM-12-7-2007	paid
\$14.87	PBM-12-7-2007	paid
(\$13.97)	PBM-12-7-2007	paid
\$14.87	PBM-12-7-2007	paid
\$60.36	PBM-12-7-2007	paid
\$24.99	PBM-12-7-2007	paid
\$88.48	PBM-12-7-2007	paid
\$5.95	PBM-12-7-2007	paid
\$8.43	PBM-12-7-2007	paid
\$65.07	PBM-12-7-2007	paid
\$9.19	PBM-12-7-2007	paid
\$42.66	PBM-12-7-2007	paid
\$134.70	PBM-12-7-2007	paid
\$38.72	PBM-12-7-2007	paid
\$33.90	PBM-12-7-2007	paid
\$20.21	PBM-12-7-2007	paid
\$5.10	PBM-12-7-2007	paid
(\$54.34)	PBM-12-7-2007	paid
(\$8.99)	PBM-12-7-2007	paid
\$55.24	PBM-12-7-2007	paid
\$9.89	PBM-12-7-2007	paid
\$55.24	PBM-12-7-2007	paid
\$15.75	PBM-12-7-2007	paid
(\$54.34)	PBM-12-7-2007	paid
\$145.51	PBM-12-7-2007	paid
\$13.94	PBM-12-7-2007	paid
\$243.89	PBM-12-7-2007	paid
\$145.51	PBM-12-7-2007	paid
\$111.76	PBM-12-7-2007	paid
\$16.92	PBM-12-7-2007	paid
\$111.76	PBM-12-7-2007	paid
\$18.34	PBM-12-7-2007	paid
\$145.51	PBM-12-7-2007	paid
\$111.76	PBM-12-7-2007	paid
\$7.28	PBM-12-7-2007	paid
\$29.10	PBM-12-7-2007	paid
\$9.19	PBM-12-7-2007	paid
(\$5.04)	PBM-12-7-2007	paid

\$5.94	PBM-12-7-2007	paid
\$5.26	PBM-12-7-2007	paid
\$5.33	PBM-12-7-2007	paid
\$21.44	PBM-12-7-2007	paid
(\$20.54)	PBM-12-7-2007	paid
\$80.43	PBM-12-7-2007	paid
\$15.32	PBM-12-7-2007	paid
\$207.77	PBM-12-7-2007	paid
(\$206.87)	PBM-12-7-2007	paid
\$6.25	PBM-12-7-2007	paid
\$19.03	PBM-12-7-2007	paid
\$77.74	PBM-12-7-2007	paid
\$21.44	PBM-12-7-2007	paid
\$4.52	PBM-12-7-2007	paid
\$4.52	PBM-12-7-2007	paid
(\$3.62)	PBM-12-7-2007	paid
(\$3.62)	PBM-12-7-2007	paid
\$4.52	PBM-12-7-2007	paid
\$4.52	PBM-12-7-2007	paid
\$25.87	PBM-12-7-2007	paid
(\$3.62)	PBM-12-7-2007	paid
(\$3.62)	PBM-12-7-2007	paid
\$207.77	PBM-12-7-2007	paid
(\$104.34)	PBM-12-7-2007	paid
\$4.52	PBM-12-7-2007	paid
\$105.24	PBM-12-7-2007	paid
(\$104.34)	PBM-12-7-2007	paid
\$43.20	PBM-12-7-2007	paid
\$105.24	PBM-12-7-2007	paid
\$15.20	PBM-12-7-2007	paid
\$84.64	PBM-12-7-2007	paid
\$11.41	PBM-12-7-2007	paid
\$5.67	PBM-12-7-2007	paid
\$114.82	PBM-12-7-2007	paid
\$23.75	PBM-12-7-2007	paid
\$33.64	PBM-12-7-2007	paid
\$11.57	PBM-12-7-2007	paid
\$261.87	PBM-12-7-2007	paid
\$119.02	PBM-12-7-2007	paid
\$36.50	PBM-12-7-2007	paid
\$46.99	PBM-12-7-2007	paid
\$68.76	PBM-12-7-2007	paid
\$7.57	PBM-12-7-2007	paid
\$9.04	PBM-12-7-2007	paid
\$14.46	PBM-12-7-2007	paid
\$35.91	PBM-12-7-2007	paid
\$16.85	PBM-12-7-2007	paid
\$109.50	PBM-12-7-2007	paid
\$51.53	PBM-12-7-2007	paid
\$36.49	PBM-12-7-2007	paid
(\$55.20)	PBM-12-7-2007	paid
\$4.91	PBM-12-7-2007	paid

(\$50.63)	PBM-12-7-2007	paid
(\$3.90)	PBM-12-7-2007	paid
\$29.65	PBM-12-7-2007	paid
\$4.80	PBM-12-7-2007	paid
\$132.25	PBM-12-7-2007	paid
\$58.76	PBM-12-7-2007	paid
\$100.71	PBM-12-7-2007	paid
\$56.10	PBM-12-7-2007	paid
(\$55.20)	PBM-12-7-2007	paid
\$121.35	PBM-12-7-2007	paid
(\$50.80)	PBM-12-7-2007	paid
\$23.49	PBM-12-7-2007	paid
\$28.63	PBM-12-7-2007	paid
\$14.24	PBM-12-7-2007	paid
(\$4.88)	PBM-12-7-2007	paid
\$5.78	PBM-12-7-2007	paid
\$199.89	PBM-12-7-2007	paid
\$51.53	PBM-12-7-2007	paid
\$205.85	PBM-12-7-2007	paid
\$47.47	PBM-12-7-2007	paid
\$21.81	PBM-12-7-2007	paid
\$18.09	PBM-12-7-2007	paid
\$58.07	PBM-12-7-2007	paid
\$10.38	PBM-12-7-2007	paid
\$30.79	PBM-12-7-2007	paid
\$12.62	PBM-12-7-2007	paid
\$143.34	PBM-12-7-2007	paid
\$135.99	PBM-12-7-2007	paid
\$36.57	PBM-12-7-2007	paid
\$62.30	PBM-12-7-2007	paid
\$13.74	PBM-12-7-2007	paid
\$68.11	PBM-12-7-2007	paid
\$14.46	PBM-12-7-2007	paid
\$56.10	PBM-12-7-2007	paid
(\$55.20)	PBM-12-7-2007	paid
\$14.46	PBM-12-7-2007	paid
\$17.55	PBM-12-7-2007	paid
(\$12.49)	PBM-12-7-2007	paid
\$4.25	PBM-12-7-2007	paid
\$6.38	PBM-12-7-2007	paid
\$16.92	PBM-12-7-2007	paid
(\$2.27)	PBM-12-7-2007	paid
\$17.88	PBM-12-7-2007	paid
\$3.17	PBM-12-7-2007	paid
\$167.98	PBM-12-7-2007	paid
\$68.76	PBM-12-7-2007	paid
\$18.76	PBM-12-7-2007	paid
\$85.34	PBM-12-7-2007	paid
\$86.96	PBM-12-7-2007	paid
\$87.01	PBM-12-7-2007	paid
\$15.56	PBM-12-7-2007	paid
(\$14.66)	PBM-12-7-2007	paid

\$15.56	PBM-12-7-2007	paid
\$45.50	PBM-12-7-2007	paid
\$18.14	PBM-12-7-2007	paid
\$32.87	PBM-12-7-2007	paid
\$56.75	PBM-12-7-2007	paid
\$28.33	PBM-12-7-2007	paid
\$17.70	PBM-12-7-2007	paid
\$14.87	PBM-12-7-2007	paid
\$4.90	PBM-12-7-2007	paid
\$39.25	PBM-12-7-2007	paid
\$102.66	PBM-12-7-2007	paid
\$21.93	PBM-12-7-2007	paid
\$56.10	PBM-12-7-2007	paid
\$9.04	PBM-12-7-2007	paid
(\$55.20)	PBM-12-7-2007	paid
\$45.58	PBM-12-7-2007	paid
\$26.05	PBM-12-7-2007	paid
\$69.13	PBM-12-7-2007	paid
\$58.75	PBM-12-7-2007	paid
\$4.95	PBM-12-7-2007	paid
\$13.09	PBM-12-7-2007	paid
\$21.01	PBM-12-7-2007	paid
\$56.10	PBM-12-7-2007	paid
\$56.10	PBM-12-7-2007	paid
(\$55.20)	PBM-12-7-2007	paid
\$10.80	PBM-12-7-2007	paid
\$56.10	PBM-12-7-2007	paid
\$161.76	PBM-12-7-2007	paid
(\$55.20)	PBM-12-7-2007	paid
\$6.69	PBM-12-7-2007	paid
\$49.33	PBM-12-7-2007	paid
(\$10.17)	PBM-12-7-2007	paid
\$5.73	PBM-12-7-2007	paid
\$15.56	PBM-12-7-2007	paid
\$56.55	PBM-12-7-2007	paid
\$11.07	PBM-12-7-2007	paid
\$127.73	PBM-12-7-2007	paid
\$9.57	PBM-12-7-2007	paid
\$8.01	PBM-12-7-2007	paid
\$158.07	PBM-12-7-2007	paid
\$158.01	PBM-12-7-2007	paid
\$13.57	PBM-12-7-2007	paid
\$22.84	PBM-12-7-2007	paid
\$131.22	PBM-12-7-2007	paid
\$8.63	PBM-12-7-2007	paid
\$7.07	PBM-12-7-2007	paid
\$93.49	PBM-12-7-2007	paid
\$13.39	PBM-12-7-2007	paid
\$15.86	PBM-12-7-2007	paid
\$18.15	PBM-12-7-2007	paid
\$68.76	PBM-12-7-2007	paid
(\$68.01)	PBM-12-7-2007	paid

\$53.45	PBM-12-7-2007	paid
\$109.90	PBM-12-7-2007	paid
\$16.48	PBM-12-7-2007	paid
\$16.25	PBM-12-7-2007	paid
\$146.04	PBM-12-7-2007	paid
\$88.40	PBM-12-7-2007	paid
\$8.56	PBM-12-7-2007	paid
\$10.73	PBM-12-7-2007	paid
\$68.91	PBM-12-7-2007	paid
\$80.92	PBM-12-7-2007	paid
\$4.85	PBM-12-7-2007	paid
\$17.07	PBM-12-7-2007	paid
\$10.18	PBM-12-7-2007	paid
\$43.36	PBM-12-7-2007	paid
\$79.56	PBM-12-7-2007	paid
\$10.56	PBM-12-7-2007	paid
\$145.79	PBM-12-7-2007	paid
\$42.98	PBM-12-7-2007	paid
\$21.64	PBM-12-7-2007	paid
\$47.53	PBM-12-7-2007	paid
\$8.90	PBM-12-7-2007	paid
\$52.91	PBM-12-7-2007	paid
(\$60.40)	PBM-12-7-2007	paid
\$61.30	PBM-12-7-2007	paid
\$10.34	PBM-12-7-2007	paid
\$21.72	PBM-12-7-2007	paid
\$27.82	PBM-12-7-2007	paid
\$50.18	PBM-12-7-2007	paid
\$56.92	PBM-12-7-2007	paid
(\$57.31)	PBM-12-7-2007	paid
\$51.60	PBM-12-7-2007	paid
\$16.92	PBM-12-7-2007	paid
\$10.20	PBM-12-7-2007	paid
\$5.03	PBM-12-7-2007	paid
\$58.21	PBM-12-7-2007	paid
\$26.05	PBM-12-7-2007	paid
\$7.23	PBM-12-7-2007	paid
\$25.18	PBM-12-7-2007	paid
\$16.43	PBM-12-7-2007	paid
\$7.57	PBM-12-7-2007	paid
\$21.83	PBM-12-7-2007	paid
\$41.82	PBM-12-7-2007	paid
\$38.37	PBM-12-7-2007	paid
\$92.65	PBM-12-7-2007	paid
\$125.40	PBM-12-7-2007	paid
\$6.29	PBM-12-7-2007	paid
(\$5.39)	PBM-12-7-2007	paid
\$6.29	PBM-12-7-2007	paid
\$39.40	PBM-12-7-2007	paid
(\$38.50)	PBM-12-7-2007	paid
\$39.40	PBM-12-7-2007	paid
\$12.97	PBM-12-7-2007	paid

\$34.16	PBM-12-7-2007	paid
\$45.58	PBM-12-7-2007	paid
\$23.55	PBM-12-7-2007	paid
\$18.68	PBM-12-7-2007	paid
\$35.41	PBM-12-7-2007	paid
\$6.81	PBM-12-7-2007	paid
\$8.90	PBM-12-7-2007	paid
\$3.77	PBM-12-7-2007	paid
\$125.40	PBM-12-7-2007	paid
\$17.93	PBM-12-7-2007	paid
\$6.58	PBM-12-7-2007	paid
(\$5.68)	PBM-12-7-2007	paid
\$6.97	PBM-12-7-2007	paid
\$13.51	PBM-12-7-2007	paid
\$20.93	PBM-12-7-2007	paid
\$20.93	PBM-12-7-2007	paid
(\$20.03)	PBM-12-7-2007	paid
(\$20.03)	PBM-12-7-2007	paid
\$26.05	PBM-12-7-2007	paid
\$12.76	PBM-12-7-2007	paid
\$13.40	PBM-12-7-2007	paid
\$111.76	PBM-12-7-2007	paid
\$20.93	PBM-12-7-2007	paid
\$26.05	PBM-12-7-2007	paid
\$14.87	PBM-12-7-2007	paid
\$18.74	PBM-12-7-2007	paid
\$123.66	PBM-12-7-2007	paid
\$79.16	PBM-12-7-2007	paid
\$15.98	PBM-12-7-2007	paid
\$11.30	PBM-12-7-2007	paid
\$51.70	PBM-12-7-2007	paid
\$8.71	PBM-12-7-2007	paid
\$26.19	PBM-12-7-2007	paid
\$44.34	PBM-12-7-2007	paid
\$32.24	PBM-12-7-2007	paid
\$17.68	PBM-12-7-2007	paid
\$82.27	PBM-12-7-2007	paid
\$25.87	PBM-12-7-2007	paid
\$65.06	PBM-12-7-2007	paid
\$7.02	PBM-12-7-2007	paid
\$37,321.84		

AI-7680
CIHCP
CC REGULAR

7.C.

Date: 02/06/2008

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted For: Dairen Sarmiento

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval to pay invoices submitted by US Script, inc in the amount of \$107,162.18 for pharmaceutical services provided to the Indigent Health Care Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1249-444-00-240-003-8-899

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding is pending transfer AI-7720 in the amount of \$107,162.18.

Attachments

Link: Payment Attestation -
\$107,162.18

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/25/2008 11:59 AM	APRV
2	Dale Kennan	Dale Kennan	01/30/2008 09:44 AM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Dairen Sarmiento			Started On: 01/25/2008 09:43 AM	
Final Approval Date: 02/01/2008				

**Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation**

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on February 6, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office \$107,162.18
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report \$107,162.18
from the Chassis software. The amount must agree with the total
on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Glenn Sarmiento  1-25-08
Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

AI-7717

8.A.

**Request for Cellular Phone
CC REGULAR**

Date: 02/06/2008

Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION

Department: EMERGENCY SERVICES DIVISION

Agenda Area: Emergency Services Division

Information

CAPTION

Discussion, consideration and approval to provide cellular service for cell phone for the Division of Emergency Services-Emergency Management.

BACKGROUND

Cellphone is for an Assistant Emergency Mangement Coordintor which will be required to be available after hours and during emergency situations.

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1100-429-00-300-023-0-532

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$764.08 as of 1/31/08.

Attachments

Link: [Sprint Request form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/30/2008 08:17 AM	APRV
2	Dale Kennan	Dale Kennan	01/31/2008 11:53 AM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW

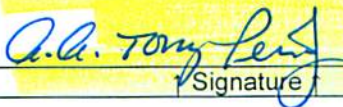
Form Started By: Belinda Alvarez

Started On: 01/29/2008 04:44 PM

Final Approval Date: 02/01/2008

Fax: 318-2152

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request: ☒ Phone and service (NEW) ☐ Phone and service (Porting/Existing number: 956-____-____) ☐ Plan change ☐ User Name Change ☐ Delete Service ☐ Other _____																
(2) Requesting employee/position: <u>Mario Betancourt / Asst. Emergency Mgmt. Coord.</u> Employee ID #: <u>48152</u> Office: <u>Emergency</u> Budget Acct. #: <u>8-1100-421-00-300-023-0-532</u>																
(3) Type of duties: ☐ Offsite duties ☒ On-call duties ☐ Law Enforcement ☒ Emergency Response ☐ Other: _____																
(4) Describe how cell phone will be used: <u>On call duties - emergency response</u>																
(5) Anticipated usage in minutes per month (check only one): <table border="1" style="width:100%"><tr><td></td><td>☒ 500</td><td>☐ 1100</td><td>☐ 1400</td><td>☐ 2000</td><td>☐ 2500</td><td>☐ 3500</td></tr><tr><td>Plan Cost</td><td>\$33.75</td><td>\$53.30</td><td>\$65.60</td><td>\$82.00</td><td>\$94.30</td><td>\$110.70</td></tr></table>				☒ 500	☐ 1100	☐ 1400	☐ 2000	☐ 2500	☐ 3500	Plan Cost	\$33.75	\$53.30	\$65.60	\$82.00	\$94.30	\$110.70
	☒ 500	☐ 1100	☐ 1400	☐ 2000	☐ 2500	☐ 3500										
Plan Cost	\$33.75	\$53.30	\$65.60	\$82.00	\$94.30	\$110.70										
(6) Will phone be used outside of the County of Hidalgo <u>Yes</u> . If yes indicate where and how frequently <u>Only when attending training and conferences.</u>																
(7) Cell phones come with desktop charger. Additional accessories needed: Car charger _____ Carrying case _____ Extra battery _____ Other: _____																
(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense <u>Sprint Blackberry 7530</u>																
Department Head / Elected Official																
 Signature	<u>A.A. Tony Dunn, Jr.</u> Print Name	<u>2/21/05</u> Date Signed														

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

AI-7734

8.B.

**2008 Rural Emergency Services Contracts
CC REGULAR**

Date: 02/06/2008

Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION

Submitted For: A.A. Tony Pena, Jr.

Department: EMERGENCY SERVICES DIVISION

Agenda Area: Emergency Services Division

Information

CAPTION

Fire Marshal's Office:

Discussion, consideration, and approval of the following Year 2008 Rural Emergency Services Contracts:

- 1.) City of Weslaco
- 2.) City of San Juan
- 3.) City of Mission
- 4.) City of Monte Alto

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-422-20-300-014-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 1-31-08 \$70,000.00. City of Mission; Mission Fire Dept

FISCAL YEAR: 2008

ACCT. #: 8-1100-422-20-300-015-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 1-31-08 \$60,000.00. City of Monte Alto; Monte Alto Fire Dept

FISCAL YEAR: 2008

ACCT. #: 8-1100-422-20-300-018-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 1-31-08 \$20,000.00. City of San Juan; San Juan Fire Dept.

FISCAL YEAR: 2008

ACCT. #: 8-1100-422-20-300-019-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 1-31-08 \$95,000.00. City of Weslaco; Weslaco Fire Dept.

Attachments

Link: [City of Weslaco Agreement](#)

Link: [City of San Juan Agreement](#)

Link: [No. 1 City of Mission Agreement](#)

Link: [No. 2 City of Mission Agreement](#)

Link: [City of Monte Alto Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/30/2008 03:16 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/31/2008 11:40 AM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Yolanda Orozco			Started On: 01/30/2008 01:58 PM	
Final Approval Date: 02/01/2008				

JAN 16 2008

State of Texas

County of Hidalgo

FIRE MARSHAL'S OFFICE

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 10th day of January, 2008, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the City of Weslaco, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the 1st day of January, 2008.

I. TERMS

- A. This Contract shall be for a period commencing on January 1, 2008 and shall terminate on December 31, 2008.
- B. After December 31, 2008, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.
- C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.
- ~~D. On December 31, 2008, at 11:59 P.M., this Contract will be terminated.~~
- E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

H. Rosa, Mayor
[Signature] Deputy Fire Marshal

II. DEFINITIONS

- A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:
 - 1. **Fire Fighting:**
 - a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.
 - b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

- c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.
 - (i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.
 - (ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.
 - d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.
 - e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.
 - f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.
 - g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.
2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)
 3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).
 4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)
6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.
7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.
8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)
9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. Response Area:

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. Hidalgo County Fire Marshal - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. Deputy Fire Marshals - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. County Fire Investigators - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. Reimbursement Plan - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. Primary City - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

- H. Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.
- I. Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

- A.** City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.
- B.** City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.
- C.** City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.
- D.** City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

- A.** Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.
- B.** The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
 - a. Fire Safety Inspections
 - b. Plat/Plan Reviews
 - c. Commercial Building Inspections
 - d. Health Care Facility Inspections
 - e. Existing and New Construction Inspections
 - f. Development and Enforcement of County Fire Codes
 - g. Adult and Child Care Facilities
 - h. Burn permits for rural areas of the County
2. Investigations
 - a. Conduct Fire Investigations
 - b. Provide Information and Reports
 - c. Assists Sheriff in issuance of citations for fire code infractions
3. Fire Prevention
 - a. Plans, coordinates, and directs activities
 - b. Conducts Training as needed to fire departments
 - c. Acquires and maintains equipment
 - d. Conducts public education
 - e. Performs safety presentations
4. Rural Emergency Service Contract Administration
5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

- A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.
- B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.
- C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

- D.** If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

- A.** County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:
1. City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).
 2. County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.
 3. County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.
 - a. Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.
 - b. If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.
 - a. The rate of \$720.00 per call for the following calls shall apply during the term of this Contract.
 - i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').
 - ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.
 - iii. **Vehicular Accidents** - All emergency extractions from any entrapment and/or entanglement incident.
 - iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).
 - v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).
 - vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).
 - vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.
 - viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(County Fire Marshal will decide on rate of reimbursement.)

- b. The rate of \$575.00 per call for the following calls shall apply during the term of this Contract:
 - 1. **Fire Fighting - Vehicular Fire** any passenger vehicle that involves a working fire upon arrival.
- c. The rate of \$345.00 per call for the following calls shall apply during the term of the Contract.
 - i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive \$345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(On scene-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. From station - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. Other - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) NO OTHER AGENCIES may notify fire departments for mutual aid.**
 - ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)
 - iii. **Rescue Call** - Recovery of any drowned victim(s)
 - iv. **Fire Fighting - Natural Vegetation** (anything below two acres of fire)
 - v. **Trash/Rubbish** - Residential dumpster, residential trash pit

- vi. **Natural gas/propane and petroleum based incidents -**
To shut off gas and/or stand by for utility company(s)
(Where there is no fire or location)
 - vii. **Explosion -** Where there is no fire on location
 - viii. **Electrical -** Any Electrical Pole and/or Transformer
Explosion. Electrical wire down. (Where there is no fire
at location)
 - ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State,
Federal Officers, and Hidalgo County Fire Marshal.
(Where there is no fire, Non-Emergency call(s))
 - x. **Hazardous materials incident -** Responding to incidents
at the First Responder Operational Level as defined by
Environmental Protection Agency and/or Texas Natural
Resource Conservation Commission. (Under 35 gal.)
- d. The rate of \$230.00 per call for the following calls shall apply
during the term of this Contract:
 - i. **Traffic Control -** Any calls strictly for traffic control
duties.
 - e. The rate of \$115.00 per call for the following calls shall apply
during the term of this Contract:
 - i. **Good Intent Calls -** Emergency Calls where fire personnel
were not required to deal with the incident. (No services,
investigation, or standby was needed.) Includes all fires
that are out upon arrival.
 - ii. **Service Calls -** Unauthorized burning, smoke scare,
mischievous or malicious calls, and system malfunctions
requiring fire personnel to deal with the incident.
(Investigation or standby for possible service due to
potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contract, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
2. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.
4. **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.
5. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City: Weslaco
120 E. 5th St. 2nd Fl.
Weslaco, Texas 78596

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of 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.

6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
8. **Assignment.** This Agreement shall not be assignable.
9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
10. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

CITY OF Weslaco
By: Bridgette La Rosa

for: Janice V. Ball
City Secretary

Ramon Velazquez
City Attorney

J. D. Salinas, III, County Judge

Arturo Guajardo, Jr., County Clerk

Atlas & Hall, L.L.P.


By: **Stephen L. Crain**

County of Hidalgo
Rural Emergency Service Incident Report
(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)
(Exhibit A)

DEPARTMENT: _____	COUNTY INCIDENT: _____
DATE: _____	ALARM TIME: _____ ARRIVAL TIME: _____ DEPART TIME: _____
SITUATION REPORTED: _____	SITUATION FOUND: _____

MUTUAL AID: _____	GIVEN: _____	RECEIVED: _____	DEPARTMENT: _____
_____	NON-APPLICABLE		DEPARTMENT: _____
CALLER NAME: _____		REQUESTING PERSON: _____	

CALLER NAME: _____	METHOD OF ALARM: _____ 911
CALLER ADDRESS: _____	OTHER: _____ PHONE: _____
CALLER PHONE: _____	WALK-IN: _____

INCIDENT LOCATION: _____	
OCCUPANT NAME: _____	OWNER NAME: _____
OWNER ADDRESS: _____	
OWNER PHONE #: _____	OCCUPANT PHONE #: _____

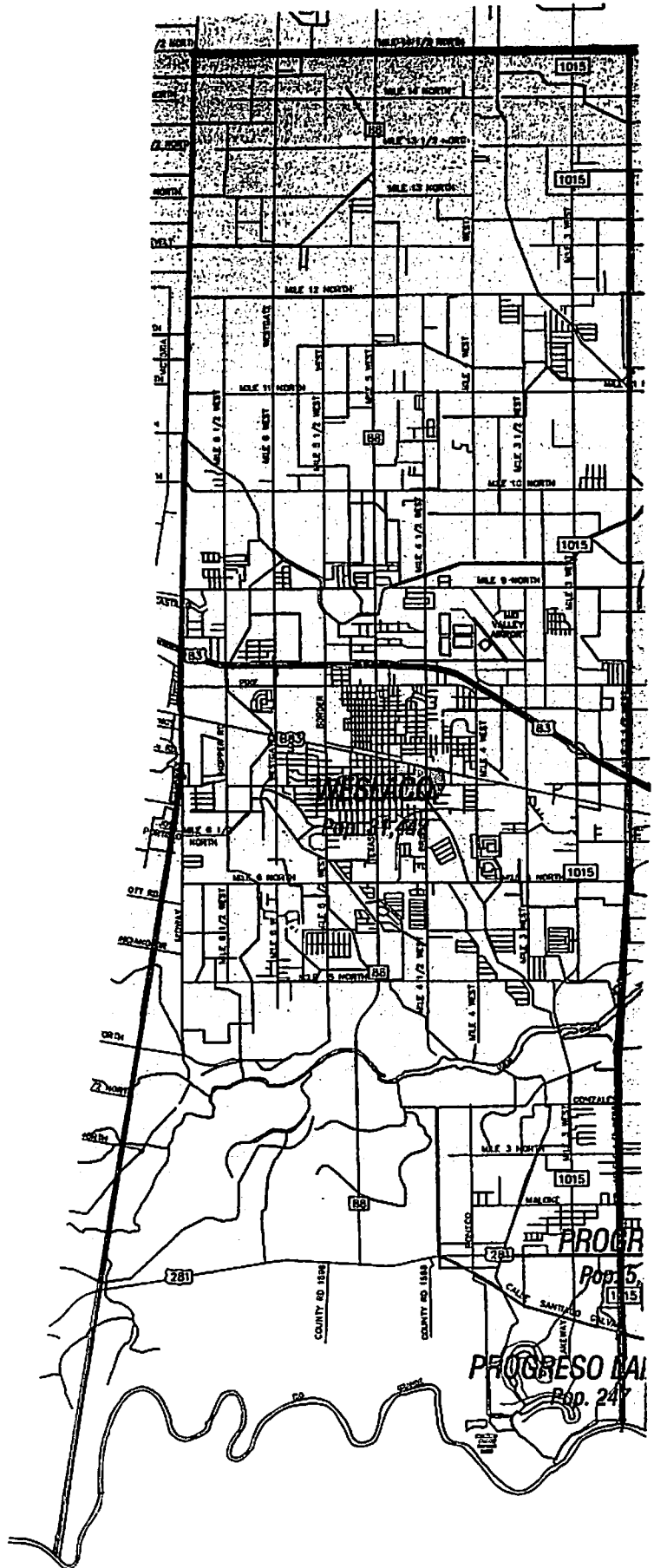
INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____ FIRE CHIEF

REIMBURSEMENT REQUESTED:	____ \$115	____ \$230	____ \$345	____ \$575	____ \$720
HIDALGO COUNTY FIRE MARSHAL AUTHORIZATION:	____ \$115	____ \$230	____ \$345	____ \$575	____ \$720



State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 8 day of January, 2008, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the San Juan, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the 1st day of January, 2008.

I. TERMS

- A. This Contract shall be for a period commencing on January 1, 2008 and shall terminate on December 31, 2008.
- B. After December 31, 2008, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.
- C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.
-  D. ~~On December 31, 2008, at 11:59 P.M., this Contract will be terminated.~~
- E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

- A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:
 - 1. **Fire Fighting:**
 - a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.
 - b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

- c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.
 - (i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.
 - (ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.
 - d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.
 - e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.
 - f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.
 - g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.
- 2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)
 - 3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).
 - 4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)
6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.
7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.
8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)
9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. Response Area:

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. Hidalgo County Fire Marshal - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. Deputy Fire Marshals - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. County Fire Investigators - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. Reimbursement Plan - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. Primary City - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

- H. Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.
- I. Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

- A.** City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.
- B.** City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.
- C.** City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.
- D.** City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

- A.** Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.
- B.** The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
 - a. Fire Safety Inspections
 - b. Plat/Plan Reviews
 - c. Commercial Building Inspections
 - d. Health Care Facility Inspections
 - e. Existing and New Construction Inspections
 - f. Development and Enforcement of County Fire Codes
 - g. Adult and Child Care Facilities
 - h. Burn permits for rural areas of the County
2. Investigations
 - a. Conduct Fire Investigations
 - b. Provide Information and Reports
 - c. Assists Sheriff in issuance of citations for fire code infractions
3. Fire Prevention
 - a. Plans, coordinates, and directs activities
 - b. Conducts Training as needed to fire departments
 - c. Acquires and maintains equipment
 - d. Conducts public education
 - e. Performs safety presentations
4. Rural Emergency Service Contract Administration
5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

- A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.
- B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.
- C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

- D.** If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

- A.** County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:
- 1.** City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).
 - 2.** County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.
 - 3.** County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.
 - a.** Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.
 - b.** If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.
 - a. The rate of \$720.00 per call for the following calls shall apply during the term of this Contract.
 - i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').
 - ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.
 - iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.
 - iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).
 - v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).
 - vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).
 - vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.
 - viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(County Fire Marshal will decide on rate of reimbursement.)

- b. The rate of \$575.00 per call for the following calls shall apply during the term of this Contract:
 - 1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.
- c. The rate of \$345.00 per call for the following calls shall apply during the term of the Contract.
 - i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive \$345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(On scene-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. From station - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. Other - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) NO OTHER AGENCIES** may notify fire departments for mutual aid.
 - ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)
 - iii. **Rescue Call** - Recovery of any drowned victim(s)
 - iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)
 - v. **Trash/Rubbish** - Residential dumpster, residential trash pit

- vi. **Natural gas/propane and petroleum based incidents -**
To shut off gas and/or stand by for utility company(s)
(Where there is no fire or location)
 - vii. **Explosion -** Where there is no fire on location
 - viii. **Electrical -** Any Electrical Pole and/or Transformer
Explosion. Electrical wire down. **(Where there is no fire
at location)**
 - ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State,
Federal Officers, and Hidalgo County Fire Marshal.
(Where there is no fire, Non-Emergency call(s))
 - x. **Hazardous materials incident -** Responding to incidents
at the First Responder Operational Level as defined by
Environmental Protection Agency and/or Texas Natural
Resource Conservation Commission. **(Under 35 gal.)**
- d. The rate of \$230.00 per call for the following calls shall apply
during the term of this Contract:
- i. **Traffic Control -** Any calls strictly for traffic control
duties.
- e. The rate of \$115.00 per call for the following calls shall apply
during the term of this Contract:
- i. **Good Intent Calls -** Emergency Calls where fire personnel
were not required to deal with the incident. (No services,
investigation, or standby was needed.) Includes all fires
that are out upon arrival.
 - ii. **Service Calls -** Unauthorized burning, smoke scare,
mischievous or malicious calls, and system malfunctions
requiring fire personnel to deal with the incident.
(Investigation or standby for possible service due to
potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contract, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
2. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.
4. **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.
5. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City: _____

_____, Texas _____

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of 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.

6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
8. **Assignment.** This Agreement shall not be assignable.
9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
10. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES in duplicate
originals effective as of the day and year first written above.

1/10/08
Date:

CITY OF San Juan
By: [Signature]

ATTEST:

[Signature]
City Secretary

COUTY OF HIDALGO

Date:

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

[Signature]
By: Stephen L. Crain

County of Hidalgo
Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____	COUNTY INCIDENT: _____
DATE : _____	ALARM TIME : _____
SITUATION REPORTED: _____	SITUATION FOUND: _____

MUTUAL AID: _____	GIVEN: _____	RECEIVED: _____	DEPARTMENT: _____
_____	NON-APPLICABLE	_____	DEPARTMENT: _____
CALLER NAME: _____		REQUESTING PERSON: _____	

CALLER NAME: _____	METHOD OF ALARM: _____ 911
CALLER ADDRESS: _____	OTHER: _____ PHONE: _____
CALLER PHONE: _____	WALK-IN: _____

INCIDENT LOCATION: _____	
OCCUPANT NAME: _____	OWNER NAME: _____
OWNER ADDRESS: _____	
OWNER PHONE #: _____	OCCUPANT PHONE #: _____

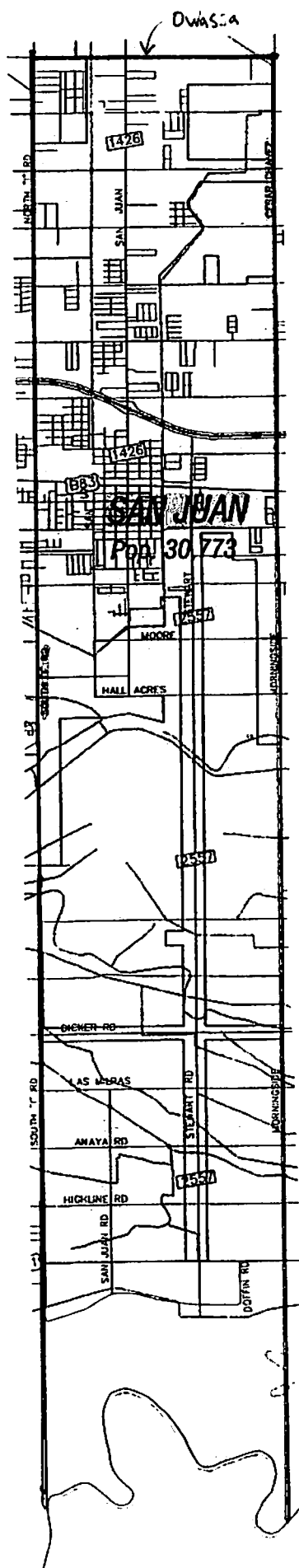
INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____
ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____	

COMMENTS:

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____
	FIRE CHIEF

REIMBURSEMENT REQUESTED:	____ \$115	____ \$230	____ \$345	____ \$575	____ \$720
HIDALGO COUNTY FIRE MARSHAL					
AUTHORIZATION:	____ \$115	____ \$230	____ \$345	____ \$575	____ \$720



HIDALGO COUNTY

State of Texas

JAN 25 2008

County of Hidalgo

FIRE MARSHAL'S OFFICE

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 23rd day of January, 2008, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the City of Mission TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the 1st day of January 2008.

I. TERMS

- A. This Contract shall be for a period commencing on January 1, 2008 and shall terminate on December 31, 2008.
- B. After December 31, 2008, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.
- C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.
- D. ~~On December 31, 2008, at 11:59 P.M., this Contract will be terminated.~~
- E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

- A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:
1. **Fire Fighting:**
 - a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.
 - b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

- c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.
 - (i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.
 - (ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.
 - d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.
 - e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.
 - f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.
 - g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.
2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)
 3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).
 4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)
6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.
7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.
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9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. Response Area:

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. Hidalgo County Fire Marshal - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. Deputy Fire Marshals - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. County Fire Investigators - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. Reimbursement Plan - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. Primary City - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

- H. **Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.
- I. **Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

- A. City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.
- B. City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.
- C. City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.
- D. City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

- A. Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.
- B. The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
 - a. Fire Safety Inspections
 - b. Plat/Plan Reviews
 - c. Commercial Building Inspections
 - d. Health Care Facility Inspections
 - e. Existing and New Construction Inspections
 - f. Development and Enforcement of County Fire Codes
 - g. Adult and Child Care Facilities
 - h. Burn permits for rural areas of the County
2. Investigations
 - a. Conduct Fire Investigations
 - b. Provide Information and Reports
 - c. Assists Sheriff in issuance of citations for fire code infractions
3. Fire Prevention
 - a. Plans, coordinates, and directs activities
 - b. Conducts Training as needed to fire departments
 - c. Acquires and maintains equipment
 - d. Conducts public education
 - e. Performs safety presentations
4. Rural Emergency Service Contract Administration
5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

- A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.
- B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.
- C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

- D. If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

- A. County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:
1. City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).
 2. County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.
 3. County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.
 - a. Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.
 - b. If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.
 - a. The rate of \$720.00 per call for the following calls shall apply during the term of this Contract.
 - i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').
 - ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.
 - iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.
 - iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).
 - v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).
 - vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).
 - vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.
 - viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(CountyFire Marshal will decide on rate of reimbursement.)

- b. The rate of \$575.00 per call for the following calls shall apply during the term of this Contract:
 - 1. **Fire Fighting - Vehicular Fire** any passenger vehicle that involves a working fire upon arrival.
- c. The rate of \$345.00 per call for the following calls shall apply during the term of the Contract.
 - i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive \$345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. (On scene-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. From station - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. Other - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) **NO OTHER AGENCIES** may notify fire departments for mutual aid.
 - ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)
 - iii. **Rescue Call** - Recovery of any drowned victim(s)
 - iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)
 - v. **Trash/Rubbish** - Residential dumpster, residential trash pit

- vi. **Natural gas/propane and petroleum based incidents -**
To shut off gas and/or stand by for utility company(s)
(Where there is no fire or location)
 - vii. **Explosion -** Where there is no fire on location
 - viii. **Electrical -** Any Electrical Pole and/or Transformer
Explosion. Electrical wire down. (Where there is no fire
at location)
 - ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State,
Federal Officers, and Hidalgo County Fire Marshal.
(Where there is no fire, Non-Emergency call(s))
 - x. **Hazardous materials incident -** Responding to incidents
at the First Responder Operational Level as defined by
Environmental Protection Agency and/or Texas Natural
Resource Conservation Commission. (Under 35 gal.)
- d. The rate of \$230.00 per call for the following calls shall apply
during the term of this Contract:
- i. **Traffic Control -** Any calls strictly for traffic control
duties.
- e. The rate of \$115.00 per call for the following calls shall apply
during the term of this Contract:
- i. **Good Intent Calls -** Emergency Calls where fire personnel
were not required to deal with the incident. (No services,
investigation, or standby was needed.) Includes all fires
that are out upon arrival.
 - ii. **Service Calls -** Unauthorized burning, smoke scare,
mischievous or malicious calls, and system malfunctions
requiring fire personnel to deal with the incident.
(Investigation or standby for possible service due to
potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contract, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
2. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.
4. **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.
5. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City: City Manager
1201 E. 8th Street
Mission, Texas 78572

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of 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.

6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
8. **Assignment.** This Agreement shall not be assignable.
9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
10. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES in duplicate
originals effective as of the day and year first written above.

CITY OF Mission

January 23, 2008
Date:

[Signature]
By:

ATTEST:

Anna Carrillo
City Secretary



COUTY OF HIDALGO

Date:

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

[Signature]
By: Stephen L. Crain

County of Hidalgo
Rural Emergency Service Incident Report
(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____	COUNTY INCIDENT: _____
DATE: _____	ALARM TIME: _____
ARRIVAL TIME: _____	DEPART TIME: _____
SITUATION REPORTED: _____	SITUATION FOUND: _____

MUTUAL AID: _____	GIVEN: _____	RECEIVED: _____	DEPARTMENT: _____
_____	NON-APPLICABLE	_____	DEPARTMENT: _____
CALLER NAME: _____		REQUESTING PERSON: _____	

CALLER NAME: _____	METHOD OF ALARM: _____ 911
CALLER ADDRESS: _____	OTHER: _____ PHONE: _____
CALLER PHONE: _____	WALK-IN: _____

INCIDENT LOCATION: _____	
OCCUPANT NAME: _____	OWNER NAME: _____
OWNER ADDRESS: _____	
OWNER PHONE #: _____	OCCUPANT PHONE #: _____

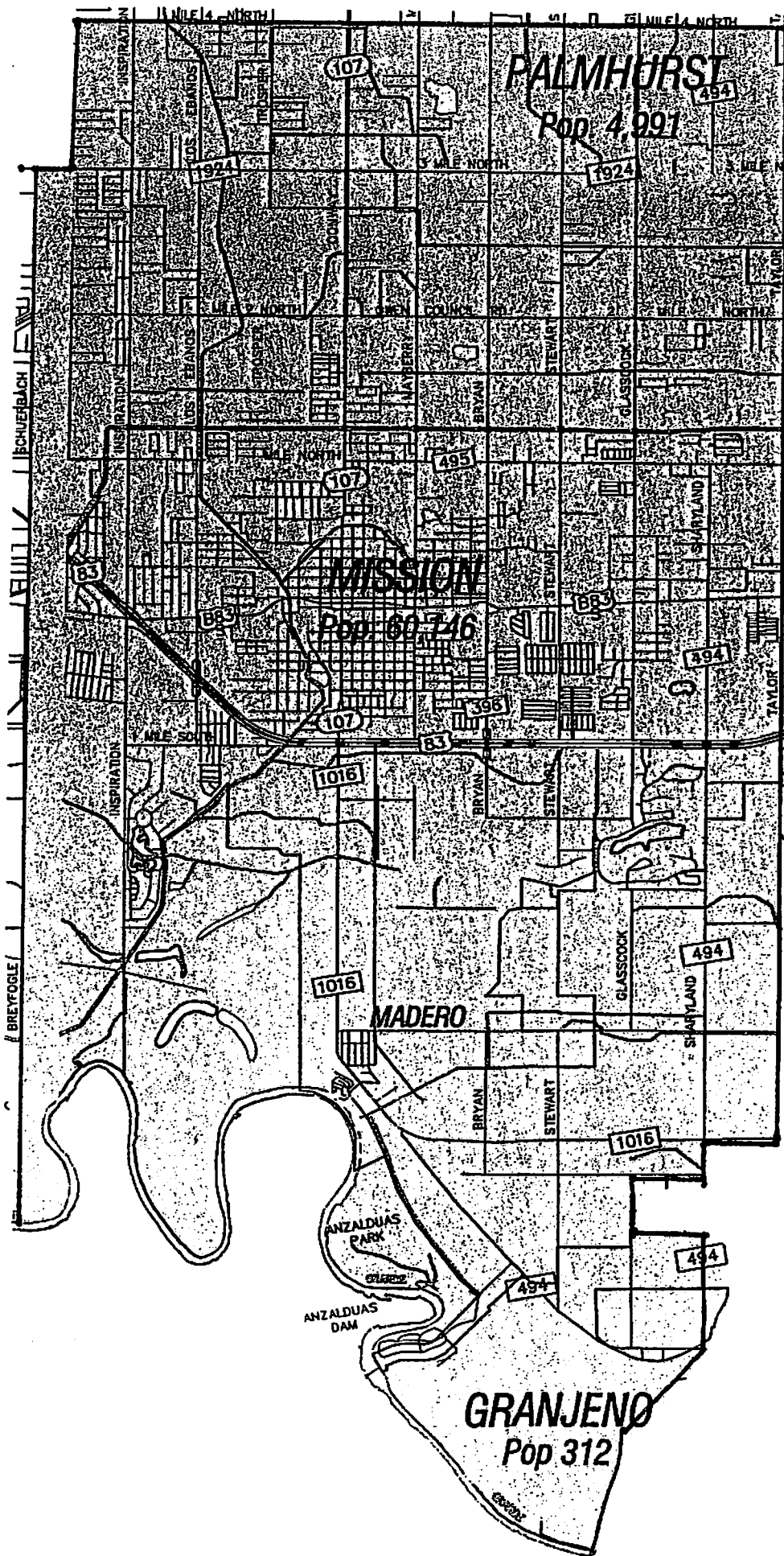
INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____
ADVISED COUNTY FIRE MARSHAL: YES	NO: _____

COMMENTS:

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____
	FIRE CHIEF

REIMBURSEMENT REQUESTED:	____ \$115	____ \$230	____ \$345	____ \$575	____ \$720
HIDALGO COUNTY FIRE MARSHAL					
AUTHORIZATION:	____ \$115	____ \$230	____ \$345	____ \$575	____ \$720



State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 23rd day of January, 2008, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the City of Mission, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the 1st day of January, 2008.

I. TERMS

- A. This Contract shall be for a period commencing on January 1, 2008 and shall terminate on December 31, 2008.
- B. After December 31, 2008, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.
- C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.
- 2 D. ~~On December 31, 2008, at 11:59 P.M., this Contract will be terminated.~~
- E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

- A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:
1. **Fire Fighting:**
 - a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.
 - b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

- c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.
 - (i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.
 - (ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.
 - d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.
 - e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.
 - f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.
 - g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.
2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)
 3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).
 4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)
6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.
7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.
8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)
9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. Response Area:

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. Hidalgo County Fire Marshal - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. Deputy Fire Marshals - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. County Fire Investigators - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. Reimbursement Plan - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. Primary City - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

- H. Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.
- I. Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

- A.** City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.
- B.** City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.
- C.** City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.
- D.** City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

- A.** Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.
- B.** The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. **Administration**
 - a. Fire Safety Inspections
 - b. Plat/Plan Reviews
 - c. Commercial Building Inspections
 - d. Health Care Facility Inspections
 - e. Existing and New Construction Inspections
 - f. Development and Enforcement of County Fire Codes
 - g. Adult and Child Care Facilities
 - h. Burn permits for rural areas of the County
2. **Investigations**
 - a. Conduct Fire Investigations
 - b. Provide Information and Reports
 - c. Assists Sheriff in issuance of citations for fire code infractions
3. **Fire Prevention**
 - a. Plans, coordinates, and directs activities
 - b. Conducts Training as needed to fire departments
 - c. Acquires and maintains equipment
 - d. Conducts public education
 - e. Performs safety presentations
4. **Rural Emergency Service Contract Administration**
5. **Administration of Deputy Fire Marshal(s)**

V. LIABILITY

- A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.
- B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.
- C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

- D.** If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

- A.** County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:
- 1.** City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).
 - 2.** County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.
 - 3.** County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.
 - a.** Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.
 - b.** If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.
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Explosion. Electrical wire down. **(Where there is no fire
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2. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.
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1201 E. 8th Street
Mission, Texas 78572

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of 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.

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8. **Assignment.** This Agreement shall not be assignable.
9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
10. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES in duplicate
originals effective as of the day and year first written above.

January 23, 2008
Date:

CITY OF Mission

[Signature]
By:

ATTEST:

Anna Carrillo
City Secretary



COUTY OF HIDALGO

Date:

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

[Signature]
By: Stephen L. Crain

County of Hidalgo
Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____	COUNTY INCIDENT: _____
DATE: _____	ALARM TIME: _____ ARRIVAL TIME: _____ DEPART TIME: _____
SITUATION REPORTED: _____	SITUATION FOUND: _____

MUTUAL AID: _____	GIVEN: _____ RECEIVED: _____	DEPARTMENT: _____
_____	NON-APPLICABLE	DEPARTMENT: _____
CALLER NAME: _____		REQUESTING PERSON: _____

CALLER NAME: _____	METHOD OF ALARM: _____ 911
CALLER ADDRESS: _____	OTHER: _____ PHONE: _____
CALLER PHONE: _____	WALK-IN: _____

INCIDENT LOCATION: _____	
OCCUPANT NAME: _____	OWNER NAME: _____
OWNER ADDRESS: _____	
OWNER PHONE #: _____	OCCUPANT PHONE #: _____

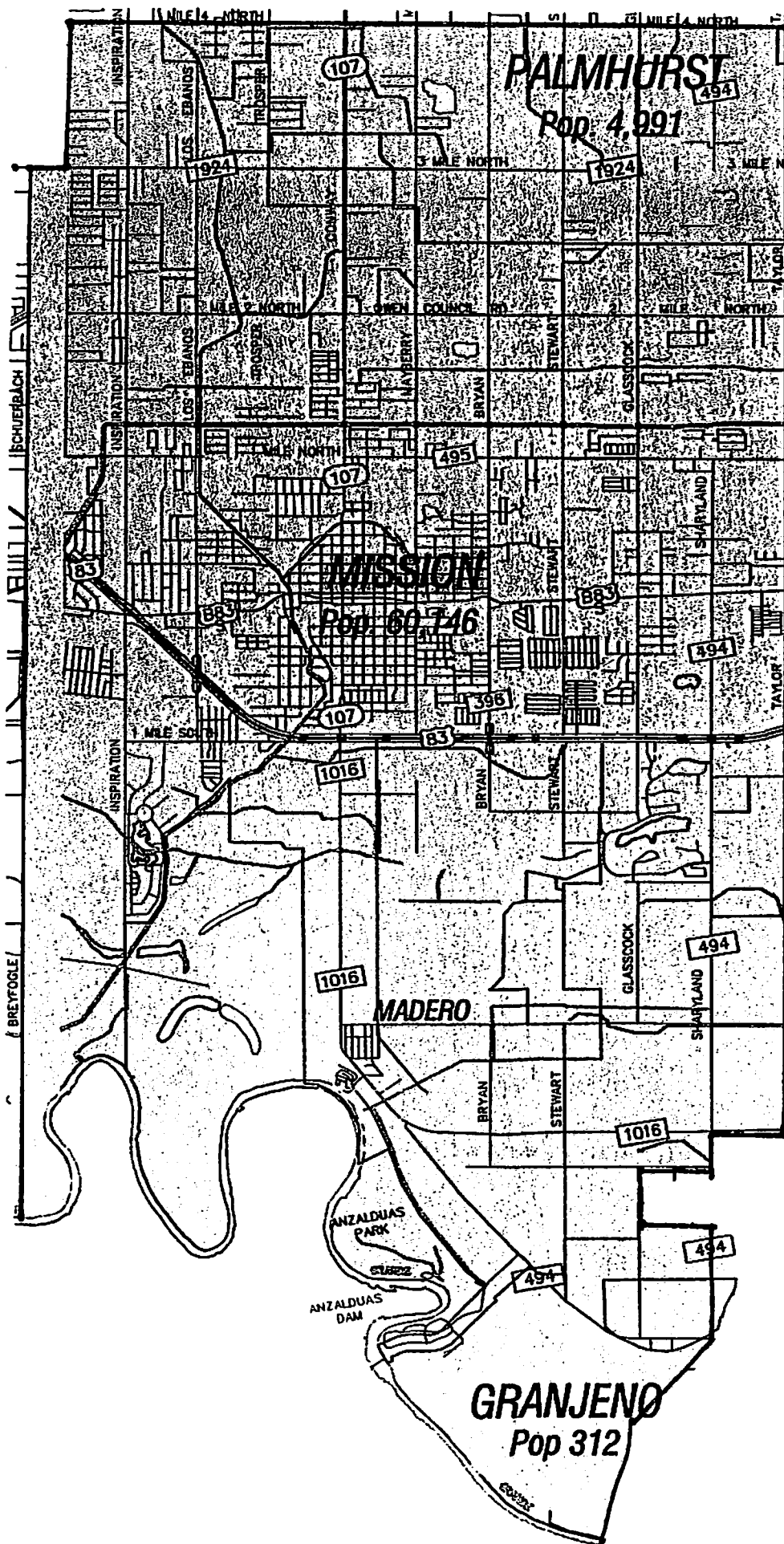
INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS: _____ _____ _____ _____ _____ _____

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____ FIRE CHIEF

REIMBURSEMENT REQUESTED:	____ \$115	____ \$230	____ \$345	____ \$575	____ \$720
HIDALGO COUNTY FIRE MARSHAL AUTHORIZATION:	____ \$115	____ \$230	____ \$345	____ \$575	____ \$720



State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 15th day of January, 2008, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the City of Monte Alto TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the 1st day of January, 2008.

I. TERMS

A. This Contract shall be for a period commencing on January 1, 2008 and shall terminate on December 31, 2008.

✓ B. After December 31, 2008, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.

C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.

✓ ~~D. On December 31, 2008, at 11:59 P.M., this Contract will be terminated.~~

E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:

1. **Fire Fighting:**

- a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.
- b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

- c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.
 - (i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.
 - (ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.
 - d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.
 - e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.
 - f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.
 - g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.
2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)
 3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).
 4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)
6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.
7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.
8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)
9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. Response Area:

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. Hidalgo County Fire Marshal - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. Deputy Fire Marshals - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. County Fire Investigators - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. Reimbursement Plan - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. Primary City - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

- H. Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.
- I. Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

- A.** City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.
- B.** City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.
- C.** City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.
- D.** City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

- A.** Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.
- B.** The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
 - a. Fire Safety Inspections
 - b. Plat/Plan Reviews
 - c. Commercial Building Inspections
 - d. Health Care Facility Inspections
 - e. Existing and New Construction Inspections
 - f. Development and Enforcement of County Fire Codes
 - g. Adult and Child Care Facilities
 - h. Burn permits for rural areas of the County
2. Investigations
 - a. Conduct Fire Investigations
 - b. Provide Information and Reports
 - c. Assists Sheriff in issuance of citations for fire code infractions
3. Fire Prevention
 - a. Plans, coordinates, and directs activities
 - b. Conducts Training as needed to fire departments
 - c. Acquires and maintains equipment
 - d. Conducts public education
 - e. Performs safety presentations
4. Rural Emergency Service Contract Administration
5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

- A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.
- B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.
- C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

- D.** If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

- A.** County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:
- 1.** City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).
 - 2.** County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.
 - 3.** County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.
 - a.** Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.
 - b.** If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.
 - a. The rate of \$720.00 per call for the following calls shall apply during the term of this Contract.
 - i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').
 - ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.
 - iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.
 - iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).
 - v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).
 - vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).
 - vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.
 - viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(County Fire Marshal will decide on rate of reimbursement.)

- b. The rate of \$575.00 per call for the following calls shall apply during the term of this Contract:
 - 1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.
- c. The rate of \$345.00 per call for the following calls shall apply during the term of the Contract.
 - i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive \$345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(On scene-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. From station - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. Other - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) NO OTHER AGENCIES** may notify fire departments for mutual aid.
 - ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)
 - iii. **Rescue Call** - Recovery of any drowned victim(s)
 - iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)
 - v. **Trash/Rubbish** - Residential dumpster, residential trash pit

- vi. **Natural gas/propane and petroleum based incidents -**
To shut off gas and/or stand by for utility company(s)
(Where there is no fire or location)
 - vii. **Explosion -** Where there is no fire on location
 - viii. **Electrical -** Any Electrical Pole and/or Transformer
Explosion. Electrical wire down. (Where there is no fire
at location)
 - ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State,
Federal Officers, and Hidalgo County Fire Marshal.
(Where there is no fire, Non-Emergency call(s))
 - x. **Hazardous materials incident -** Responding to incidents
at the First Responder Operational Level as defined by
Environmental Protection Agency and/or Texas Natural
Resource Conservation Commission. (Under 35 gal.)
- d. The rate of \$230.00 per call for the following calls shall apply
during the term of this Contract:
- i. **Traffic Control -** Any calls strictly for traffic control
duties.
- e. The rate of \$115.00 per call for the following calls shall apply
during the term of this Contract:
- i. **Good Intent Calls -** Emergency Calls where fire personnel
were not required to deal with the incident. (No services,
investigation, or standby was needed.) Includes all fires
that are out upon arrival.
 - ii. **Service Calls -** Unauthorized burning, smoke scare,
mischievous or malicious calls, and system malfunctions
requiring fire personnel to deal with the incident.
(Investigation or standby for possible service due to
potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contract, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
2. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.
4. **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.
5. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City: Monte Alto
25141 FM 88
Monte Alto, Texas 78538

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of 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.

6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
8. **Assignment.** This Agreement shall not be assignable.
9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
10. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES in duplicate
originals effective as of the day and year first written above.

JAW-15-2008
Date:

CITY OF MONTE ALTO TEX
[Signature]
By:

ATTEST:

[Signature]
City Secretary

COUTY OF HIDALGO

Date:

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

[Signature]
By: Stephen L. Crain

County of Hidalgo
Rural Emergency Service Incident Report
(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____	COUNTY INCIDENT: _____
DATE : _____	ALARM TIME : _____ ARRIVAL TIME: _____ DEPART TIME: _____
SITUATION REPORTED: _____	SITUATION FOUND: _____

MUTUAL AID: _____	GIVEN: _____	RECEIVED: _____	DEPARTMENT: _____
_____	NON-APPLICABLE		DEPARTMENT: _____
CALLER NAME: _____		REQUESTING PERSON: _____	

CALLER NAME: _____	METHOD OF ALARM: _____ 911
CALLER ADDRESS: _____	OTHER: _____ PHONE: _____
CALLER PHONE: _____	WALK-IN: _____

INCIDENT LOCATION: _____	
OCCUPANT NAME: _____	OWNER NAME: _____
OWNER ADDRESS: _____	
OWNER PHONE #: _____	OCCUPANT PHONE #: _____

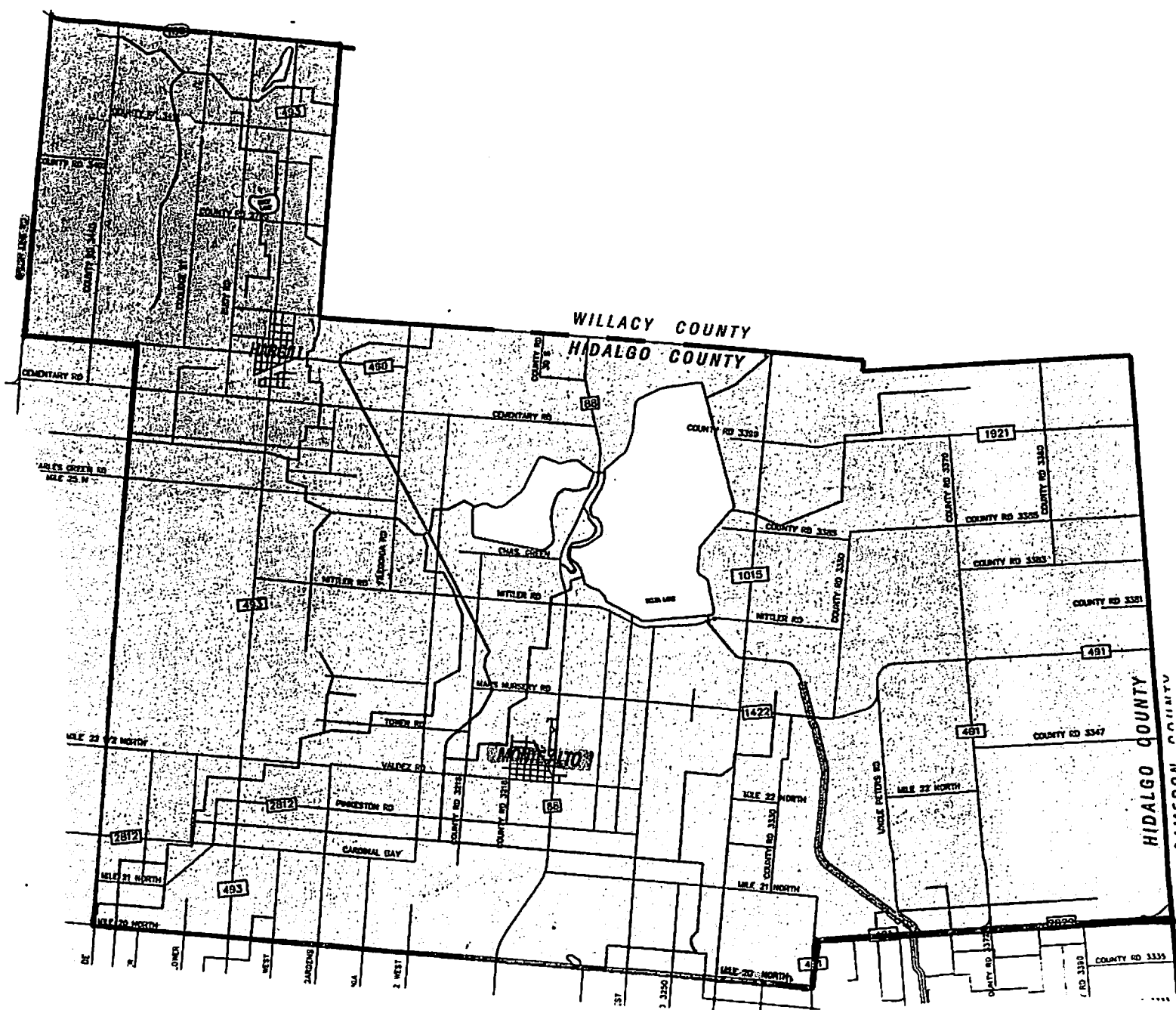
INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES NO:

COMMENTS:

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____ FIRE CHIEF

REIMBURSEMENT REQUESTED:	_____ \$115	_____ \$230	_____ \$345	_____ \$575	_____ \$720
HIDALGO COUNTY FIRE MARSHAL AUTHORIZATION:	_____ \$115	_____ \$230	_____ \$345	_____ \$575	_____ \$720



AI-7703

9.A.

Street Imp. cancel - Pct. 4

CC REGULAR

Date: 02/06/2008

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

The Urban County Program, is requesting cancellation of the final negotiated contract with Quintanilla Headley & Associates Inc., with a fee of \$13,170.00 in connection with Hidalgo County Precinct No. 4 Street Improvements project utilizing Years 19 (2006) funds.

BACKGROUND

Hidalgo County Precinct No. 4 executed a contract with Quintanilla, Headley & Associates, Inc. in the amount of \$13,170.00 for the 2006 Street Improvements project construction of Hinojosa Road. Due to property owners/residents not wanting the road to be paved, Hidalgo County Precinct No. 4 is requesting cancellation of said contract. See attached request letter.

Contract Amount: \$ 13,170.00
Funds Available: \$ 149,071.91 (2006 FY 19)

Fiscal Impact

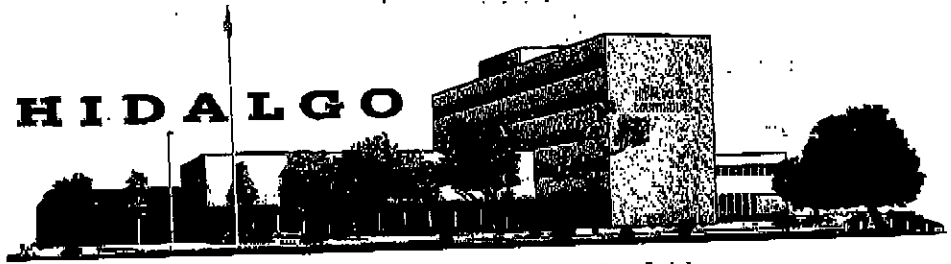
Attachments

Link: [cancel project](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/29/2008 01:33 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/31/2008 09:47 AM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Estella Webber			Started On: 01/29/2008 10:08 AM	
Final Approval Date: 02/01/2008				

COUNTY of HIDALGO



EDINBURG, TEXAS 78541

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office: (956) 383-3112

January 23, 2008

Ms. Diana R. Serna, Director
Hidalgo Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Cancellation of Year 19 Street Improvement Project/Hinojosa Rd

Dear Diana:

Be advised that the Hidalgo County Precinct 4 is requesting that the contract with Quintanilla, Headley & Associates, Inc. for the Hinojosa Road paving project be cancelled.

Due to the majority vote by property owners/residents of this road that it not be paved, the precinct has opted not to proceed with the pavement project at this time.

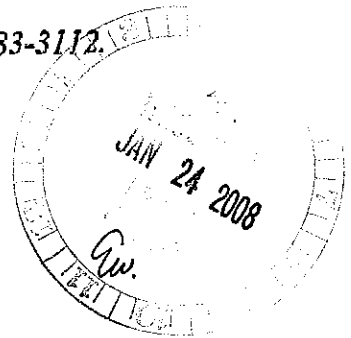
Please prepare item for presentation at the next available Commissioners' Court meeting.

Should you require additional information feel free to contact me at (956) 383-3112.

Sincerely,

Gloria A. Beltran

Gloria Ann Beltran
Precinct #4 Executive Assistant



Post-It® Fax Note	7671	Date	1/24/08	# of pages	1	Due
To	Lupita B	From	Gloria A. Beltran			
Co./Dept.	UCP	Co.	Pct 4			
Phone #		Phone #				
Fax #		Fax #				

AI-7704

9.B.

**Street constr. - Palmview
CC REGULAR**

Date: 02/06/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

City of Palmview is requesting authority to advertise for bids for the construction of Sun Valley Street, an Urban County Program Year 17 (2004) and Year 18 (2005) Street Improvement Project. (Project Carried by: Dannenbaum Engineers).

BACKGROUND

City of Palmview is proposing to construct Sun Valley Street, to include but not limited to curb and gutter, paving, street lighting, signs, striping, and other related appurtenances. City of Palmview will utilize Urban County Program Year 17 (2004) and Year 18 (2005) Street Improvement funds.

Funds Available:	\$ 3,204.02	Year 17 (2004) Palmview Street
Improvements	\$56,532.60	Year 18 (2005) Palmview Street
<u>Improvements</u>		
	\$59,736.62	Total

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

Urban County Program funding will be utilized.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/29/2008 01:36 PM	APRV
2	Rey Salazar	Rey Salazar	01/30/2008 11:20 AM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Estella Webber			Started On: 01/29/2008 10:21 AM	
Final Approval Date: 02/01/2008				

AI-7707

9.C.

**Budget Amend. - Sullivan City
CC REGULAR**

Date: 02/06/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Consideration and Approval of a budget amendment to the Urban County Sullivan City Year 17 (2004) and Year 18 (2005) CDBG work plan for the following:

1. Increase Fire Station line item by \$77,139.59 for purchase of fire protection unit(s) utilizing Year 17 (2004).
2. Decrease Street Improvements line item by \$77,139.59 to increase Fire Station/Equipment line item to \$77,195.59 utilizing Year 17 (2004).
3. Increase Fire Station/Equipment line item by \$218,360.41 for the purchase of fire protection unit(s) utilizing Year 18 (2005).
4. Decrease Street Improvements line item by \$218,360.41 to increase Fire Station/Equipment line item to \$231,914.75 utilizing Year 18 (2005).

BACKGROUND

City of Sullivan City is requesting approval of the Budget Amendment for Program Year 17 (2004) and 18 (2005) to provide additional funding for Fire Station/Equipment for the purchase of fire protection unit(s) in the amount of \$595,500.00. A public hearing was held on January 26, 2008 at 10:00 a.m. and citizen participation requirements have been met. See attached detailed amendment.

Year 17 (2004)	\$ 77,195.59 (Sullivan City)
Year 18(2005)	\$231,914.75 (Sullivan City)
<u>Year 20 (2007)</u>	<u>\$300,000.00 Precinct 3 (recaptured funds)</u>
Total	\$609,110.34

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is available as per Estella W. @ Urban County.

Attachments

Link: Sullivan City amend.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/29/2008 01:37 PM	APRV
2	Dale Kennan	Dale Kennan	01/30/2008 09:50 AM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Estella Webber			Started On: 01/29/2008 11:58 AM	
Final Approval Date: 02/01/2008				

**PUBLIC HEARING NOTICE
CITY OF SULLIVAN CITY
URBAN COUNTY PROGRAM
BUDGET / PROGRAM AMENDMENT**

In compliance with the Community Development Block Grant (CDBG) requirements, the City of Sullivan City, will conduct a public hearing to solicit input from interested parties on the city's proposed budget / program amendment to its Urban County Program Year 17 (2004) and Year 18 (2005).

The public hearing will be held on Saturday, January 26, 2008 at 10:00 A.M. at the Sullivan City Fire Station located at 500 Cenizo Dr., Sullivan City, Texas, 78595. The following is the proposed budget / program amendment for your consideration:

<u>EXISTING BUDGET</u>	<u>UCP YR 17 (2004) ACTIVITIES</u>	<u>PROPOSED BUDGET</u>
\$ 90,482.39	Street Improvements (-\$77,139.59)	\$ 13,342.80
\$298,805.00	Fire Station/Equipment (+77,139.59)	\$375,944.59
\$ 44,600.00	Planning	\$ 44,600.00
\$ 917.01	General Administration	\$ 917.01
\$434,804.40	TOTAL	\$434,804.40

The proposed budget and program amendment will **decrease** Street Improvements in the amount of \$77,139.59 and increase Fire Station/Equipment in the amount of \$77,139.59 for the purchase of Fire Station Equipment and pumper trucks.

<u>EXISTING BUDGET</u>	<u>UCP YR 18 (2005) ACTIVITIES</u>	<u>PROPOSED BUDGET</u>
\$390,301.96	Street Improvements (-\$218,360.41)	\$171,941.55
\$ 13,554.34	Fire Station/Equipment (+218,360.41)	\$231,914.75
\$ 2,269.70	General Administration	\$ 2,269.70
\$406,126.00	TOTAL	\$406,126.00

The proposed budget and program amendment will **decrease** Street Improvements in the amount of \$218,360.41 and increase Fire Station/Equipment in the amount of \$218,360.41 for the purchase of Fire Station Equipment and pumper trucks.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 485-2828. Written comments can be forwarded to:

**MAYOR GUMARO FLORES
500 CENIZO DRIVE
SULLIVAN CITY, 78595**

Sullivan City
City of (Name)
Urban County Program
Public Hearing on Budget/Program Amendment

Sign-In Register
Sullivan City Fire Station, 500 Cenizo
January 26, 2008
10:00 a.m.

Name	Agency	City Address / Phone #
1. Oscar "Coco" Salinas	Commissioner	P.O. Box 1312 Sullivan City TX 78595
2. Sen Juanita Ramirez	EDC	P.O. Box 131 Sullivan City, TX 78595
3. Rolando Salinas	City	P.O. Box 249 Sullivan City
4. Dina Benavides		P.O. Box 1269 Sullivan City, TX 78595
5. Rafael Benavides		P.O. Box 1269 Sullivan City, TX 78595
6. Joel Benavides		P.O. Box 1269 Sullivan City, TX 78595
7. Vicky Herrera	EDC	P.O. Box 75 Sullivan City, TX 78595
8. Jose Maria Garcia Jr.		P.O. Box 1252 Sullivan City 78595
9. Rita Flores		P.O. Box 971 Sullivan City 78595
10. Armando E. J.		P.O. Box 533 Sullivan City, TX 78595
11.		
12.		
13.		
14.		
15.		

PUBLIC NOTICE

Notice is hereby given that the Sullivan City Commission shall conduct a Called Meeting on Saturday, January 26, 2008 at 10:30a.m. at the Fire Station, 500 Cenizo Dr., Sullivan City, Texas, for the purpose of discussing the following items:

AGENDA

- I. Call Meeting to Order
- II. Certification of Posting
- III. Invocation
- IV. Pledge of Allegiance
- V. Discussion and Action:
 - A. Approval of Urban County Program Year 17 (2004) Budget/Program Amendment
 - B. Approval of Urban County Program Year 18 (2005) Budget/Program Amendment
- VI. Public Comments
- VII. Adjournment

CERTIFICATION OF POSTING

STATE OF TEXAS
COUNTY OF HIDALGO
SULLIVAN CITY

I, Gumaro "Maro" Flores, certify that I posted a true and correct copy of the foregoing notice of this agenda at a place accessible to the public at a time at least 72 hours prior to the meeting.

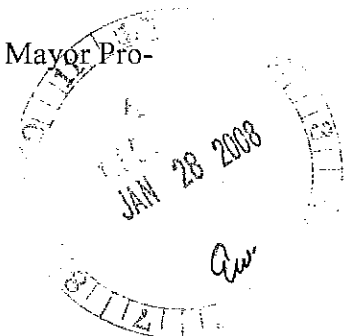


Mayor Pro-Tem Rosendo "Cheno" Benavides

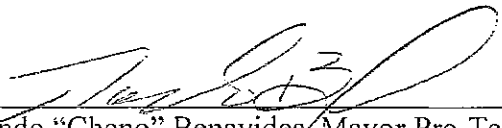
**City of Sullivan City
Called City Commission Meeting
Saturday, January 26, 2008**

Minutes

- I. Meeting called to order at 10:30a.m. Present Mayor Pro-Tem Rosendo "Cheno" Benavides and Commissioner Oscar "Coach" Salinas. Also in attendance City Manager Rolando Gonzalez.
- II. City Manager Rolando Gonzalez certified that the agenda had been posted in a place accessible to the public at least 72 hours prior to the meeting.
- III. City Manager Rolando Gonzalez gave the invocation.
- IV. The group recited the Pledge of Allegiance.
- V.
 - A. Motion to approve Urban County Program Year 17 (2004) Budget and Program Amendment to decrease Street Improvements in the amount of \$77,139.59 and increase Fire Station/Equipment in the amount of \$77,139.59 for the purchase of Fire Station Equipment and pumper trucks was made by Comm. Salinas and seconded by Mayor Pro-tem Benavides. Motion carried unanimously.
 - B. Motion to approve Urban County Program Year 18 (2005) Budget and Program Amendment to decrease Street Improvements in the amount of \$218,360.41 and increase Fire Station/Equipment in the amount of \$218,360.41 for the purchase of Fire Station Equipment and pumper trucks was made by Comm. Salinas and seconded by Mayor Pro-tem Benavides. Motion carried unanimously.
- VI. Under Public Comments Mr. Arturo Zamora, Agua Special Utility District Board Member, gave an update on the progress that has been made by the Utility District.
- VII. Motion to adjourn was made by Comm. Salinas and seconded by Mayor Pro-Tem Benavides. Motion carried unanimously at 10:46a.m.

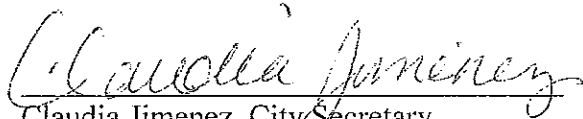


APPROVED:



Rosendo "Cheno" Benavides, Mayor Pro-Tem

ATTEST:



Claudia Jimenez, City Secretary

AI-7762

10.A.

**Fred Loya Tax Abatement Application
CC REGULAR**

Date: 02/06/2008

Submitted By: Erika Reyna, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of a tax abatement agreement between Hidalgo County and Fred Loya Insurance Company.

BACKGROUND

Backup will provided at Commissioners' Court.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/01/2008 01:11 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/01/2008 01:26 PM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Erika Reyna			Started On: 01/31/2008 02:25 PM	
Final Approval Date: 02/01/2008				

AI-7745

11.A.

Salary Adjustment

CC REGULAR

Date: 02/06/2008

Submitted By: Linda Galaviz, HEAD START

Submitted For: Edmundo Garcia

Department: HEAD START

Agenda Area: Head Start

Information

CAPTION

Discussion/Approval to Make Salary Adjustment to Center Manager Positions

BACKGROUND

Policy Council Approval: December 20, 2007

Fiscal Impact

Attachments

Link: [Memo](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/31/2008 08:35 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/01/2008 04:18 PM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Linda Galaviz
Started On: 01/30/2008 04:04 PM
Final Approval Date: 02/01/2008



Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Commissioners' Court

FROM: Teresa Flores, Executive Director

SUBJ: Salary Adjustments – Center Managers

DATE: January 30, 2008

According to the job description, the center manager's primary responsibility is the administration of the center's daily operation. This employee is responsible for the supervision of the classroom staff including the teachers, teacher assistants and disability aides. She/He also supervises the custodian(s), bus driver(s), bus aide(s), substitutes and the support service assistant(s). Presently, the salaries for the center managers do not reflect the level of responsibility inherent with these positions. At this time administration is recommending a two-step plan to arrive at an appropriate salary for each center manager.

The first step is to match the beginning center manager's salary to the beginning support services facilitator's salary. Adjustments will also be made to compensate for the level of education completed. The chart below reflects the adjustments proposed for the first step in the plan.

<u>Master's Degree</u>		Amount Required
Beginning Center Manager's Salary	\$31,824.80	
Beginning Support Service Facilitator's Salary	\$31,740.80	
Difference		
\$84.00 x 1 Support Service Facilitator	\$ 84.00	\$ 84.00
Compensation for Master's Degree		
3 Positions X \$1,500	\$ 4,500.00	\$ 4,500.00
<u>Bachelor's Degree</u>		
Beginning Support Service Facilitator's Salary	\$31,740.80	
Beginning Center Manager's Salary	<u>\$29,640.00</u>	
Difference	\$ 2,100.80	
\$2,100.80 X 2 Center Managers		\$ 4,201.60
<u>Associate's Degree</u>		
Beginning Support Service Facilitator's Salary	\$27,435.20	
Beginning Center Manager's Salary	<u>\$24,668.80</u>	
Difference	\$ 2,766.40	
\$2,766.40 x 23 Center Managers		\$63,627.20
<u>Non-Degreed</u>		
Beginning Support Service Facilitator's Salary	\$23,358.40	
Beginning Center Manager's Salary	<u>\$21,652.80</u>	
Difference	\$ 1,705.60	
\$1,705.60 X 9 Center Managers		\$15,350.40
Sub-Total		\$87,763.20

The second step will require a review of comparable salaries in other Head Start Programs and comparable supervisory positions in this area. The recommendations for change will be based on this review and the availability of funds to be considered for implementation during 2008-2009.

Funding Adjustments

We have streamlined the staffing arrangement at the Central Office and the Centers and are able to fund the proposed changes. During the budget process, the Policy Council had approved an additional position for an area director. After reviewing this addition to the staff, it was determined that compensating center managers more appropriately is of a higher priority than adding the area director position. Based on this, I am recommending that the area director position funding be placed on hold and that those funds be used for the center managers' salary adjustments. Below is a list of personnel position changes which will yield the funds needed for the adjustments.

Staff Development Department	
Restructure	\$ 25,333.54
Reclassification of Support Service Facilitators' Position to Support Service Assistant Positions (4 positions)	\$ 26,896.67
Cancellation of Center Manager Position Donna IV (Center Closed)	\$ 32,936.15
Cancellation of part-time bus aides (3 positions)	\$ 27,263.34
Grand Total	\$112,429.70

Summary of Costs

Center Managers' Adjustment	\$ 82,263.20
Fringe Benefits	<u>\$ 21,146.54</u>
	\$103,409.74

Adjustments will begin in January 2008.

AI-7761

12.A.

**Commuter Rail District
CC REGULAR**

Date: 02/06/2008

Submitted By: Noe Montez, COMM. PCT. #1

Submitted For: Joseph Palacios

Department: COMM. PCT. #1

Agenda Area: Precinct #1

Information

CAPTION

Presentation for discussion, consideration, and approval of order to create a Commuter Rail District and appoint five (5) members to the Commuter Rail District Board as per HB2510.

BACKGROUND

Order will be provided at Commissioners' Court.

Fiscal Impact

FISCAL YEAR: N/A

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Requesting approval of apointment only.

Attachments

Link: Commuter Rail
District

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/31/2008 02:23 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/31/2008 03:07 PM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Noe Montez
Started On: 01/31/2008 01:53 PM
Final Approval Date: 02/01/2008

H.B. No. 2510

AN ACT

relating to the creation, administration, powers, duties, operations, and financing of a commuter rail district; granting the authority to issue bonds; granting the power of eminent domain.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 13, Title 112, Revised Statutes, is amended by adding Article 6550c-3 to read as follows:

Art. 6550c-3. COMMUTER RAIL DISTRICTS

Sec. 1. DEFINITIONS. In this article:

(1) "Commission" means the Texas Transportation Commission.

(2) "Commuter rail facility" means any property necessary for the transportation of passengers and baggage between

points in a district. The term includes rolling stock, locomotives, stations, parking areas, and rail lines. H.B. No. 2510

(3) "Creating county" means a county described by Section 2(b) of this article.

(4) "Department" means the Texas Department of Transportation.

(5) "District" means a commuter rail district created under this article.

(6) "District property" means all property the district owns or leases under a long-term lease.

(7) "System" means all of the commuter rail and intermodal facilities leased or owned by or operated on behalf of a district.

Sec. 2. CREATION OF COMMUTER RAIL DISTRICT. (a) A commuter rail district may be created to provide commuter rail service to counties along the Texas-Mexico border.

(b) The commissioners court of a county may create a commuter

rail district on adoption of an order favoring the creation. H.B. No. 2510

Sec. 3. BOARD. (a) A district is governed by a board of directors. The board is responsible for the management, operation, and control of the district.

(b) The board is composed of five members. The county judge appoints one member and each county commissioner appoints one member. Each member serves a term of four years. The board may provide for the staggering of the terms of its members.

(c) The members of the board shall elect one member as presiding officer. The presiding officer may select another member to preside in the absence of the presiding officer.

(d) The presiding officer shall call at least one meeting of the board each year and may call other meetings as the presiding officer determines are appropriate.

(e) A member of the board is not entitled to compensation for serving as a member but is entitled to reimbursement for reasonable expenses incurred while serving as a member.

H.B. No. 2510

(f) The board shall adopt rules for its proceedings and appoint an executive committee. The board may employ and compensate persons to carry out the powers and duties of the district.

Sec. 4. POWERS AND DUTIES OF DISTRICT. (a) A district created under this article is a public body and a political subdivision of the state exercising public and essential governmental functions and has all the powers necessary or convenient to carry out the purposes of this article. A district, in the exercise of powers under this article, is performing only governmental functions and is a governmental unit within the meaning of Chapter 101, Civil Practice and Remedies Code.

(b) A district may sue and be sued in all courts, may institute and prosecute suits without giving security for costs, and may appeal from a judgment without giving a supersedeas or cost bond. An action at law or in equity against the district must be brought in the county in which a principal office of the district

is located, except that in an eminent domain proceeding involving
an interest in land, suit must be brought in the county in which
the land is located.

H.B. No. 2510

(c) A district may acquire by grant, purchase, gift, devise,
lease, or otherwise and may hold, use, sell, lease, or dispose of
real and personal property, licenses, patents, rights, and
interests necessary, convenient, or useful for the full exercise of
its powers.

(d) A district may acquire, construct, develop, own, operate,
and maintain intermodal and commuter rail facilities to connect
political subdivisions in the district. For this purpose and with
the consent of a municipality, county, or other political
subdivision, the district may use streets, alleys, roads, highways,
and other public ways of the municipality, county, or other
political subdivision and may relocate, raise, reroute, change the
grade of, or alter, at the expense of the district, the
construction of any street, alley, highway, road, railroad.

H.B. No. 2510
electric lines and facilities, telegraph and telephone properties
and facilities, pipelines and facilities, conduits and facilities,
and other properties, whether publicly or privately owned, as
necessary or useful in the construction, reconstruction, repair,
maintenance, and operation of the system. A district may not use
or alter a road or highway that is part of the state highway system
without the permission of the commission or a railroad without
permission of the railroad. A district may acquire by purchase any
interest in real property for the acquisition, construction, or
operation of a commuter rail facility on terms and at a price as
agreed to between the district and the owner. The governing body
of a municipality, county, other political subdivision, or public
agency may convey title or rights and easements to any property
needed by the district to effect its purposes in connection with
the acquisition, construction, or operation of the system.

(e) A district has the right of eminent domain to acquire
real property in fee simple or an interest in real property less

H.B. No. 2510
than fee simple in, on, under, or above land, including an
easement, right-of-way, or right of use of airspace or subsurface
space. The power of eminent domain under this section does not
apply to land under the jurisdiction of the department or a rail
line owned by a common carrier or municipality. The district
shall, to the extent possible, use existing rail or intermodal
transportation corridors for the alignment of its system. A
proceeding for the exercise of the power of eminent domain is begun
by the adoption by the board of a resolution declaring the public
necessity for the acquisition by the district of the property or
interest described in the resolution and that the acquisition is
necessary and proper for the construction, extension, improvement,
or development of commuter rail facilities and is in the public
interest. The resolution of the district is conclusive evidence of
the public necessity of the proposed acquisition and that the real
or personal property or interest in property is necessary for
public use.

H.B. No. 2510

(f) A district may make agreements with a public utility, private utility, communication system, common carrier, state agency, or transportation system for the joint use of facilities, installations, or properties inside or outside the district and establish through routes and joint fares.

(g) A district may adopt rules to govern the operation of the district, its employees, the system, service provided by the district, and any other necessary matter concerning its purposes, including rules relating to health, safety, alcohol or beverage service, food service, and telephone and utility services, to protect the health, safety, and general welfare of residents of the district and people who use the district's services.

(h) A district may enter into a joint ownership agreement with any person.

(i) A district shall establish and maintain rates or other compensation for the use of the facilities of the system acquired, constructed, operated, regulated, or maintained by the district

H.B. No. 2510

that is reasonable and nondiscriminatory and, together with grants received by the district, is sufficient to produce revenues adequate:

(1) to pay all expenses necessary for the operation and maintenance of the properties and facilities of the district;

(2) to pay the interest on and principal of bonds issued by the district and payable in whole or in part from the revenues, as they become due and payable; and

(3) to fulfill the terms of an agreement made with the holders of bonds or with any person in their behalf.

(j) A district may make contracts, leases, and agreements with, and accept grants and loans from, the United States of America, its departments and agencies, this state, agencies and political subdivisions of this state, and other persons and entities and may perform any act necessary for the full exercise of the powers vested in it. The commission may enter an interlocal agreement with a district under which the district may exercise a

H.B. No. 2510

power or duty of the commission for the development and efficient operation of an intermodal corridor in the district. A district may acquire rolling stock or other property under conditional sales contracts, leases, equipment trust certificates, or any other form of contract or trust agreement. A revenue bond indenture may limit the exercise of the powers granted by this section, and a limit applies as long as the revenue bonds issued under the indenture are outstanding and unpaid.

(k) A district by resolution may adopt rules governing the use, operation, and maintenance of the system and may determine or change a routing as the board considers advisable.

(l) A district may lease all or part of the commuter rail facilities to, or contract for the use or operation of all or part of the commuter rail facilities by, an operator. A district shall encourage to the maximum extent practicable the participation of private enterprise in the operation of commuter rail facilities. The term of an operating contract under this subsection may not

exceed 20 years.

H.B. No. 2510

(m) A district may contract with a county or other political subdivision of this state for the district to provide commuter rail transportation services to an area outside the boundaries of the district on such terms and conditions as the parties agree to.

(n) A district may purchase an additional insured provision to any liability insurance contract.

(o) Before beginning the operation of commuter rail facilities, the board shall adopt an annual operating budget specifying the anticipated revenues and expenses of the district for the remainder of the fiscal year. Each year the board shall adopt an operating budget for the district. The fiscal year of the district ends September 30 unless changed by the board. The board shall hold a public hearing before adopting a budget other than the initial budget. Notice of each hearing must be published at least seven days before the date of the hearing in a newspaper of general circulation in the district. A budget may be amended at any time

H.B. No. 2510
if notice of the proposed amendment is given in the notice of the
meeting at which the amendment will be considered. An expenditure
that is not budgeted may not be made.

(p) A district is eligible to participate in the Texas County
and District Retirement System.

(q) The board of a district shall by resolution name one or
more banks for the deposit of district funds. District funds are
public funds and may be invested in securities permitted by Chapter
2256, Government Code. To the extent funds of the district are not
insured by the Federal Deposit Insurance Corporation or its
successor, they shall be collateralized in the manner provided for
county funds.

Sec. 5. BONDS AND NOTES. (a) A district may issue revenue
bonds and notes in amounts as the board considers necessary or
appropriate for the acquisition, purchase, construction,
reconstruction, repair, equipping, improvement, or extension of the
district's commuter rail facilities. A bond or note is fully

H.B. No. 2510
negotiable and may be made redeemable before maturity, at the
option of the district and at the price and under the terms the
board determines in the resolution authorizing the bond or note and
may be sold at public or private sale, as the board determines.

(b) A district shall submit all bonds and notes and the
record of proceedings relating to their issuance to the attorney
general for examination before delivery. If the attorney general
determines that they have been issued in accordance with the
constitution and this article and that they will be binding
obligations of the district issuing them, the attorney general
shall approve them, and the comptroller shall register them. A
bond or note issued under this article is incontestable after
approval, registration, and sale and delivery of the bond or note
to the purchaser.

(c) To secure the payment of the bond or note, the district
may encumber and pledge all or any part of the revenues of its
commuter rail facilities, may mortgage and encumber all or part of

H.B. No. 2510
the property of the commuter rail facilities and everything
pertaining to them that is acquired or to be acquired, and may
prescribe the terms and provisions of the bond or note in any
manner not inconsistent with this article. If not prohibited by
the resolution or indenture relating to outstanding bonds or notes,
a district may encumber separately any item of real or personal
property.

(d) A bond or note is a legal and authorized investment for
banks, trust companies, savings and loan associations, and
insurance companies. The bond or note is eligible to secure the
deposit of public funds of this state or a municipality, county,
school district, or other political corporation or subdivision of
this state. The bond or note is lawful and sufficient security for
the deposits to the extent of the principal amount or market value
of the bond or note, whichever is less.

Sec. 6. COMPETITIVE BIDS. A contract in the amount of more
than \$15,000 for the construction of improvements or the purchase

H.B. No. 2510
of material, machinery, equipment, supplies, or any other property
other than real property may be let only on competitive bids after
notice published, at least 15 days before the date set for
receiving bids, in a newspaper of general circulation in the
district. The board may adopt rules governing the taking of bids
and the awarding of contracts. This section does not apply to:

- (1) personal or professional services;
- (2) the acquisition of an existing rail transportation
system; or
- (3) a contract with a common carrier to construct lines
or to operate commuter rail service on lines owned in whole or in
part by the carrier.

Sec. 7. EXEMPTION FROM TAXES. The property, material
purchases, revenues, and income of a district and the interest on a
bond or note issued by a district are exempt from all taxes imposed
by this state or a political subdivision of this state.

Sec. 8. TAXATION. (a) A district may impose any kind of tax

H.B. No. 2510

except an ad valorem property tax.

(b) A district may not impose a tax or increase the rate of an existing tax unless a proposition proposing the imposition or rate increase is approved by a majority of the votes received at an election held for that purpose.

(c) Each new tax or rate increase must be expressed in a separate proposition consisting of a brief statement of the nature of the proposed tax.

(d) The notice of the election must contain a statement of the base or rate of the proposed tax.

(e) The board, subject to Subsection (b) of this section, may impose for an authority a sales and use tax at the rate of:

(1) one-quarter of one percent;

(2) one-half of one percent;

(3) three-quarters of one percent; or

(4) one percent.

(f) A district may not adopt a sales and use tax rate.

H.B. No. 2510
including a rate increase, that when combined with the rates of all
sales and use taxes imposed by other political subdivisions of the
state having territory in the district exceeds two percent in any
location in the district.

(g) The adoption of a district's sales and use tax takes
effect on the first day of the second calendar quarter beginning
after the election approving the tax.

Sec. 9. CERTAIN MUNICIPALITIES. A municipality located
within the district that wishes to be served by district commuter
rail facilities must pay for construction of a commuter rail
station.

SECTION 2. This Act takes effect September 1, 2007.

H.B. No. 2510

President of the Senate

Speaker of the House

I certify that H.B. No. 2510 was passed by the House on May 8, 2007, by the following vote: Yeas 146, Nays 0, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 2510 was passed by the Senate on May 25, 2007, by the following vote: Yeas 30, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

AI-7747

13.A.5.

**SOQ - SURVEYORS
CC REGULAR**

Date: 02/06/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo
County

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Surveyors Services in connection with: Turnkey Solution for the Demolition and Removal of Structures and Below Ground Tanks and related equipment;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of surveyors in connection with the conducting of a Survey required for: Turnkey Solution for the Demolition and Removal of Structure and Below Ground Tanks and related equipment;

1st. _____;
2nd. _____;
3rd. _____;
4th _____;

C. Authority for the Purchasing Department to negotiate a professional Survey Services Contract with the No.1 ranked firm of _____ for the provision of Survey Services for: Turnkey Solution for the Demolition and Removal of Structures and Below Ground Tanks and related equipment.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding will be determined after approval of contract negotiations. Item is requesting authority to select firm, after CC ranking and negotiate contract only.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Purchasing Department	Marty Salazar	01/31/2008 02:33 PM	APRV
2	Budget & Management	Dina Trevino	02/01/2008 07:43 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/01/2008 08:22 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Laura Moya

Started On: 01/30/2008 04:42 PM

Final Approval Date: 02/01/2008

AI-7627

13.A.6.

Standing Item

CC REGULAR

Date: 02/06/2008

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Information

CAPTION

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/23/2008 03:20 PM	APRV
2	Andres Castro	Andres Castro	01/23/2008 03:56 PM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Nielda Cavazos			Started On: 01/23/2008 02:04 PM	
Final Approval Date: 02/01/2008				

AI-7598

13.A.7.

**Approval to utilize Comdata-County Wide
CC REGULAR**

Date: 02/06/2008

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Yvette Islas

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Requesting authority to issue fuel cards to all eligible County departments (i.e. all departments with fuel budget) for fuel only through Comdata Corporation/Transmontaigne Product Services, Inc, awarded vendor of State Council on Competitive Government (through our membership with Texas Procurement and Support Services [TPASS]) to include the eleven (11) departments currently authorized/issued cards: Buildings & Grounds, Constable Office Pct No 1, Constable Office Pct No 3, County Judge's Office of Emergency Management, DBM Safety Division, District Attorney's Office, Elections Department, Fire Marshalls Office, Purchasing Department, Tax Office, & Texas Cooperative Extension);

B. Presentation for discussion, consideration, acceptance and approval of restrictions, protocols, procedures and/or options applicable to the fuel cards including the designation of _____ as sole point of contact and authority over issues related to fuel card program.

BACKGROUND

Includes discounts based OPIS pricing and additional rebates at targeted locations.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

All fuel object codes for eligible departments listed are currently funded.

Attachments

Link: COMDATA
CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 03:16 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 04:15 PM	APRV

3	Rey Salazar	Rey Salazar	02/01/2008 10:35 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Yvette Islas

Started On: 01/22/2008 01:45 PM

Final Approval Date: 02/01/2008

Texas Procurement and Support Services

Procurement

Programs

Tools

Publications

Resources

Contacts

Support Services

State Mail Office

Quick Copy

» Office of Vehicle Fleet
Management

Support Services

State Fleet Fueling Issues

[General Information](#) [Publications](#) [Data](#)
[Reporting](#) [Fueling](#) [Contact OVFM](#)

State Fleet Fueling Issues

State Fuel Card Services Contract

The CCG re-bid and awarded a contract for retail fueling and other vehicle related expenses. The card is a MasterCard and can be used at any location that accepts MasterCard. The CCG executed the [contract](#) with Comdata Corporation and TransMontaigne Services on February 26, 2006.

The contract term runs through August 31, 2009, with two one-year renewal options. The previous contract with Voyager has been extended through April 30, 2006, to allow for a smooth transition between vendors.

Through this contract with Comdata, rebates of 2.5 cents per gallon are available at over 3000 Texas locations. Also, a 2 cent per gallon rebate is available at over 150 Texas truck stop locations. For additional information about the Comdata fuel card and related services, visit their web site at www.icconnectdata.com. The State Office of Vehicle Fleet Management serves as the contract administrator.

Alternative Fuel Program

Government Code, Chapter 2158 requires state agencies, with fleets larger than 15 vehicles, to purchase alternative fuel capable vehicles and maintain at least 50 percent of its fleet on alternative fuels. OVFM is empowered to grant waivers to these requirements based on the conditions below:

- **B1 Waiver:** Agency vehicles will be operating in an area where neither the agency nor a supplier can establish adequate refueling.
- **B2 Waiver:** Agency is unable to obtain equipment to operate

alternative fuel vehicles at no greater cost than the continued use of conventional fuels.

- **B3 Waiver:** Agency is unable to obtain equipment necessary to operate alternative fuel vehicles.

To apply for an alternative fuel waiver complete the appropriate form and return a signed copy, by mail or fax, to OVFM. The forms open in excel spreadsheets; spreadsheet fields colored in yellow are required, while fields in green should be completed as applicable to the specific request. Additional supporting documentation can be provided with the forms. Please contact OVFM with any questions regarding this process.

Susan Combs
Texas Comptroller of Public Accounts

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**RETAIL FUEL CARD AND RELATED SERVICES CONTRACT
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT
BY AND FOR THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.**

Contract No. 050720-CCG-FC

This agreement ("Contract") is entered into by the State Council on Competitive Government (CCG), by and for the Texas Building and Procurement Commission ("TBPC"), and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractors"), located at 5301 Maryland Way, Brentwood, TN 37027 and 1670 Broadway, Suite 3100, Denver, CO 80202.

I. Recitals

Whereas, on July 20, 2005, CCG issued a Request for Proposals from qualified, independent firms to provide retail fuel cards and related services ("Services") to Participating State Agencies ("PSAs") and on August 12, 2005 issued its official response to questions (collectively "RFP"); and

Whereas, TBPC Office of Vehicle Fleet Management (OVFM) will serve as the Contract Administrator under this Contract on behalf of the State of Texas; and

Whereas, the Contractor submitted a proposal dated August 24, 2005, in response to CCG's RFP ("Proposal"); and

Whereas, the Contractor was selected to perform retail fuel card and related services.

The parties hereby agree as follows:

II. Authority

This Contract is entered into pursuant to Gov't Code, chapter 2162.

III. Services, Standards of Performance and Contract Administration

The Contractor shall provide Services and deliverables described in and in the manner required by all of the following documents to PSAs on an as needed basis:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: Contractor's Proposed Compensation and Best and Final Offer

All of the above are attached to and incorporated as part of this Contract for all purposes. All of these documents constitute the Standards of Performance for this Contract. In addition, Contractor's initial task under this contract is the development of a mutually agreeable detailed work plan to be incorporated into this Contract as an exhibit, which work plan shall constitute an additional Standard of Performance.

In the case of conflicts between this Contract and any of the above exhibits, the following shall control in this order of priority:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: Contractor's Proposed Compensation and Best and Final Offer
7. Exhibit F: The Work Plan

The Contractor shall provide all of the above services as well as reasonably related services in accordance with all applicable professional standards of a Contractor providing Services. The Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide Services to the PSAs in the manner required by this Contract.

The Contract Administrator will serve as the point of contact between the agency and the Contractor. TBPC's Contract Administrator shall review the Contractor's technical work, deliverables, payment requests, schedules, financial budget administration and similar matters. The Contract Administrator does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract.

IV. Personnel

The Contractor shall assign only qualified personnel to this Contract. As of the date of CCG's execution of this Contract, the Contract Administrator has authorized the key personnel listed in Exhibit D of this Contract to provide services under this Contract. The Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. The Contractor shall provide to CCG and OVFM prior written notice of any proposed change in key personnel involved in providing services under this Contract.

V. Payments

Prior to authorizing payment to the Contractor, the Contract Administrator shall evaluate the Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to each PSA for Services performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Payments under this Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon each participating state agency's receipt of funds appropriated by the Texas Legislature.

VI. Term and Termination

This Contract shall become effective on the date signed by the Chair of the CCG, who shall sign after the Contractor signs, and shall terminate upon August 31, 2009, unless otherwise sooner terminated as provided in this Contract. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract. The CCG shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional one (1) year periods, one (1) year at a time. In addition, the CCG may, in its sole discretion, terminate this Contract upon thirty (30) calendar day's written notice to the Contractor. Such notice may be provided by facsimile or certified mail, return receipt requested and is effective upon the Contractor's receipt.

VII. Confidentiality and Open Records

Notwithstanding any provisions of this Contract to the contrary, the Contractor understands that CCG will comply with the Texas Public Information Act, Gov't Code, chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. CCG agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor's work under this contract. The Contractor will cooperate

with CCG in the production of documents responsive to the request. The Contractor may request that CCG seek an opinion from the Attorney General of the State of Texas. However, CCG will not honor Contractor's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, the Contractor will notify CCG's General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in conducting the disparity study. This Contract and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Contract may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

VIII. Insurance and Other Security

The Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide CCG with current evidence of insurance or other proof acceptable to CCG of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance, including professional liability, personal injury and advertising injury with the following limits: \$1,000,000 minimum each occurrence; \$2,000,000 per general aggregate.

The Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. The Contractor also represents and warrants that it will provide the State of Texas with at least 30 days written notification prior to cancellation of any of these insurance policies. The Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide CCG with evidence of coverage upon request. Contractor acknowledges and agrees that the State of Texas shall be able to collect under these insurance policies any amounts from applicable claims due to the State of Texas pursuant to this Agreement.

IX. INDEMNIFICATION

CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, (COLLECTIVELY REFERRED TO AS "CLAIMS" IN THE REMAINDER OF THIS SECTION), ARISING OUT OF, CONNECTED WITH OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY OFFICER, AGENT, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF THE CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, AS LIMITED BY THE PARAGRAPHS BELOW.

IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE CONTRACTOR TO INDEMNIFY AND PROTECT CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM THE CONSEQUENCES OF CCG OR ITS OFFICERS', AGENTS', REPRESENTATIVES' OR EMPLOYEES' OWN NEGLIGENCE, PROVIDED, HOWEVER THAT SUCH INDEMNITY SHALL BE LIMITED BY BOTH OF THE FOLLOWING:

(1) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH CLAIMS ARE CONTRIBUTED TO BY THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES; HOWEVER, IN THE EVENT OF SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES, THE CONTRACTOR SHALL NOT INDEMNIFY ANY SUCH INDEMNITEES IN THE PROPORTION (BASED ON THE PERCENTAGE OF NEGLIGENCE) THAT SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE CAUSED ANY

SUCH CLAIMS; AND

(2) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL NOT APPLY WHEN THE NEGLIGENCE OR OTHER LIABILITY OF THE CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES IS THE SOLE CAUSE OF SUCH CLAIMS.

X. Dispute Resolution

The dispute resolution process provided for in Gov't Code Chapter 2260 shall be used by CCG and the contractor to resolve any dispute arising under the Contract.

XI. Representations, Warranties, and General Provisions

11.1. Family Code

Under Section 231.006 of the Texas Family Code (relating to child support), the Contractor represents and warrants that the Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

11.2. Eligibility

Under Gov't Code § 2155.004 (relating to certain taxes), the Contractor represents and warrants that the Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate. The Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas.

11.3. Liability for Taxes

The Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of the Contractor or its employees. CCG shall not be liable for any taxes resulting from this Contract.

11.4. HUBs

The Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Gov't Code, chapter 2261.

11.5. Amendments

Except as provided in Section 11.12 of this Contract, this Contract may be amended only upon written agreement between CCG and the Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

11.6. Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

11.7. Strict Compliance

Time is of the essence in the performance of this Contract. The Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

11.8. Assignments

Without the prior written consent of CCG, the Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

11.9. Partially Completed Work

No later than the first calendar day after the termination of this Contract, or at CCG's request, the Contractor shall deliver to CCG all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. The Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the CCG.

11.10. Federal, State, and Local Requirements

The Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. The Contractor shall comply with all federal and State tax laws and withholding requirements. CCG and the Comptroller shall not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. The Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.

11.11. Severability Clause

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

11.12. Applicable Law and Conforming Amendments

The Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. CCG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for CCG's or the Contractor's compliance with all applicable State and federal laws, and regulations.

11.13. No Waiver

Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to CCG. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. CCG does not waive any privileges, rights, defenses, or immunities available to CCG by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

11.14. No Liability Upon Termination

If this Contract is terminated for any reason, CCG and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor is entitled to the remedies provided in Gov't Code, chapter 2260.

11.15. Independent Contractor

The Contractor shall serve as an independent Contractor in providing services under this Contract. The Contractor's employees are not and shall not be construed as employees of the State of Texas.

11.16. Limitation on Authority; No Other Obligations

The Contractor shall have no authority to act for or on behalf of CCG or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or CCG.

11.17. Patent, Trademark, Copyright and Other Infringement Claims

The Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or the Contractor's use of or acquisition of any services or other items provided to the State of Texas by the Contractor or otherwise to which the State of Texas has access as a result of the Contractor's performance under this Contract, provided that the State shall notify the Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If the Contractor is notified of any claim subject to this section, the Contractor shall notify CCG of such claim within five (5) working days of such notice. No settlement of any such claim shall be made by the Contractor without CCG's prior written approval. The Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. The Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. The Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

11.18. Supporting Documents, Retention; Right to Audit; Independent Audits

The Contractor shall maintain and retain supporting fiscal and any other documents adequate to ensure any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. The Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the "Work" as defined in paragraph 11.30 of this Contract. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by CCG and any authorized agency of the State of Texas, including review by the State Auditor under Gov't Code chapter 321. The Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. The Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize the CCG and the State of Texas to immediately assess appropriate damages for such failure. The Comptroller may require, at the Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm

of the Contractor's books and records or the State's property. The acceptance of funds by the Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

11.19. Deceptive Trade Practices ; Unfair Business Practices

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

11.20. Equal Opportunity

The Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

11.21. Antitrust

The Contractor represents and warrants that neither the Contractor nor any firm, corporation, partnership, or institution represented by the Contractor, nor anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, chapter 15, or the federal antitrust laws, nor communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

11.22. No Conflicts

The Contractor represents and warrants that the Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that the Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

11.23. Financial Interests; Gifts

The Contractor represents and warrants that neither the Contractor nor any person or entity that will participate financially in this Contract has received compensation from CCG or any agency of the State of Texas for participation in preparation of specifications for this Contract. The Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

11.24. Buy Texas, Product Preference

The Contractor represents and warrants that it shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time. Contractor

represents and represents that it will give preference to products from workshops, organizations, or corporations whose primary purpose is training and employing individuals having mental retardation or physical disabilities if these products meet State's specifications regarding quantity, quality, delivery and life cycle costs.

11.25. Felony Criminal Convictions

The Contractor represents and warrants that the Contractor has not and the Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised CCG as to the facts and circumstances surrounding the conviction.

11.26. Notices

Any written notices required under this Contract will be by either hand delivery to the Contractor's office address specified on Page 1 of this Contract or to CCG, 1711 San Jacinto Blvd., Austin, TX 78711 or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

11.27. False Statements; Breach of Representations

By signature to this Contract, the Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If the Contractor signed its proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that the Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, the Contractor shall be in default under this Contract and CCG may terminate or void this Contract for cause and pursue other remedies available to CCG under this Contract and applicable law.

11.28. Force Majeure

Except as otherwise provided, neither the Contractor nor CCG nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by *force majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. *Force majeure* is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such *force majeure* or otherwise waive this right as a defense.

11.29. Debts or Delinquencies to State

The Comptroller is prohibited from issuing any payment to a person or entity who has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

11.30. Work Made for Hire

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation,

methodologies, concepts, research materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of CCG. All right, title and interest in and to said property shall vest in CCG upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in CCG, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to CCG. CCG shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give CCG and/or the State of Texas, as well as any person designated by CCG and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

11.31. Default

If the Contractor is found to be in default under any provision of this Contract, CCG may cancel the Contract without notice and either re-solicit or reward the contract to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to CCG including but not limited to reprocurement costs, and any consequential damages to the State of Texas or CCG resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

XII. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

XIII. Merger

This Contract contains the entire agreement between the Contractor and CCG and supersedes any prior understandings or oral or written agreements between CCG and the Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by CCG and the Contractor.

State Council on Competitive Government

Comdata Corporation

By: Executed 2/26/2006

By: Executed 2/26/2006

Wayne Roberts, Chair Designee

Randy Morgan, Senior Vice President & General Manager

Office of the Governor

Business Services Division

Date: _____

Date: _____

Approved as to Form:

TransMontaigne Product Services, Inc.

Executed 2/26/2006

By: Executed 2/26/2006

Ingrid K. Hansen, General Counsel, TBPC

Rick Eaton, Executive Vice President

Date: _____

Date: _____

EXHIBIT A OF CONTRACT NO. 050720-CCG-FC

Statement of Work

TEXAS STATEMENT OF WORK

Pursuant to Section B.2 of RFP 050720-CCG-FC, Comdata/TransMontaigne will provide retail fuel cards and related services to public service agencies (PSAs), higher education units, and political subdivisions of the State of Texas. Services include, but are not limited to, issuance of the Comdata MasterCard for the purchase of tax-exempt fuel and related automotive goods and services, purchasing controls, exception monitoring, reporting options, federal fuel tax net-out or rebate, fuel discounts and any other requirement as stated in the aforementioned RFP and the Comdata/TransMontaigne response.

As stated in Section B.4 of the response, the Comdata MasterCard is accepted at any fuel and related automotive goods and services merchant that accepts MasterCard. The card is widely accepted in Texas, in all 50 states and in Mexico and Canada, at any fuel related automotive goods and services merchant that accepts MasterCard.

Texas PSAs will have the option of ordering cards that may be issued to specific vehicles or drivers, or to a combination of both vehicles and drivers, at the discretion of the agency. PSAs will be able to select from a variety of purchasing limits and controls that may be applied at card level, account level or at the department level. For initial card distribution, a PSA will provide the required embossing, controls, limits and hierarchy information to Comdata. Initial card issuance will take approximately 5 days from receipt of order. Cards ordered after initial distribution will be issued on the second day via FedEx.

To provide for control and security, Texas PSAs may select PIN numbers, of varying length from one- to six-digits, that will be assigned to drivers or groups of drivers, as indicated. Comdata will provide for immediate PIN number issuance, via Customer Service or Comdata's online account management product. Texas agencies will have access to iconnectdata.com for account maintenance and to retrieve reports. The agencies may also call customer service 24/7, 365 days a year.

For contract implementation, as noted in the response to Section B.8.1, Comdata will assign a project manager that will be involved on a daily basis from contract execution through the first billing of the State account, inclusively. Comdata will assign a Customer Relationship Representative to the State of Texas PSAs so that all accounts may contact one individual for all related issues. Comdata will conduct an Account Review quarterly with the State to review potential areas of savings to the State and to express any concerns. Subject to Texas Government Code §2162.102 (d), which allows local government entities to voluntarily participate in Council contracts, Comdata will assign a National Account Manager to market to political subdivisions and downstream local governments and municipalities that qualify to for this contract, on agreement with the State.

Fuel transactions for the State of Texas PSAs will be invoiced based on the closing OPIS net average price plus an adder, as indicated in Appendix J of the response. Transactions occurring on Saturday and Sunday will be based on closing Monday OPIS net average price plus the corresponding adder. The PSAs will receive a 2.5 cent per gallon discount/rebate at approximately 3,000 retail locations, as noted in Appendix J and Exhibit E, and a 2 cent per gallon discount at the truck stop locations also indicated in Appendix J and Exhibit E.

Pursuant to Item 2 of the Comdata/TransMontaigne response to Texas preliminary negotiation, dated November 4, 2005, an incentive rebate of 100 basis points shall apply to all fuel and related automotive goods and services purchases on the Comdata MasterCard.

The State is entitled to a MasterCard signing bonus, as specified in Exhibit E. The State will also receive an implementation cost sharing stipend of \$2.50 per card for cards that have transaction activity within the timeframe specified in Appendix J of the response.

TransMontaigne will invoice each State of Texas PSA account on a monthly basis, and PSAs shall remit payment to TransMontaigne. There are no costs or fees to the State of Texas for the Comdata/TMG program, other than the adders stated in the response and included with the Comdata/TransMontaigne response to Texas preliminary negotiation, dated November 4, 2005.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT B OF CONTRACT NO. 050720-CCG-FC
Final Timeline and Deliverables

*Final transition plan to be delivered upon execution of the contract.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

**EXHIBIT C OF CONTRACT NO. 050720-CCG-FC
RFP**

The attached true and correct copy of CCG's Request for Proposal is incorporated into Contract No. 050720-CCG-FC.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

**EXHIBIT D OF CONTRACT NO. 050720-CCG-FC
AUTHORIZED KEY PERSONNEL**

This Exhibit D is incorporated into this Contract.

Authorized Key Personnel:

<u>Name</u>	<u>Role</u>	<u>Phone</u>	<u>Email</u>
Brian Truman	Director of Government Accounts	(801) 951-7044	btruman@comdata.com
Rebecca Appleton	Implementation Director	(615)-370-7606	rappleton@comdata.com
Kevin Hill	Implementation Project Manager	(615) 370-7487	khill@comdata.com
Ricky Johnston	Account Coordinator	(615) 370-7746	rjohnston@comdata.com
Tracy Sims	Customer Relations Rep.	(615) 370-7250	tsims@comdata.com
Tom Gustin	National Government Account Manager/Downstream Markets	(406) 431-5127	tgustin@comdata.com
Rob Ryan	TransMontaigne - Director of Energy Services	(303) 860-5324	RRyan@transmontaigne.com
Ryan Brook	TransMontaigne - Mgr of Energy Services	(303) 860-5304	RBrook@transmontaigne.com
Diane Casper	TransMontaigne Project Mgr	(303) 860-5375	DCasper@transmontaigne.com

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT E OF CONTRACT NO. 050720-CCG-FC
Contractor's Proposal and the Contractor's Best and Final Offer

The attached true and correct copy of the Contractor's Proposal and the Contractor's Best and Final Offer is incorporated into Contract No.

Transmittal letter

Jim Scogin, Director
State Council on Competitive Government
1711 San Jacinto Blvd
Austin, TX 78701

Mr. Scogin:

On behalf of Comdata and TransMontaigne, we appreciate the opportunity to respond to the State of Texas Best and Final Offer for Retail Fuel Cards and Related Services, RFP No. 050720-CCG-FC. *We have included details on additional services, increased our incentive rebate and illustrated how our pricing model is favorable compared to retail pricing. Also, we have demonstrated how we can accelerate timelines and included added benefits to the State.*

Comdata is a leading provider of fuel card services and transaction processing. TransMontaigne is a licensed provider of gasoline and diesel with the *legal* ability to supply and distribute refined petroleum products on a nationwide basis (ultimate vendor status). With our strategic partnering and our seamless interface, we can provide services that are unmatched in the industry. As per the IRS ruling specific to Comdata/TransMontaigne, most important to the State of Texas is the fact that we can offer tax exemption for all gas, **diesel** and alternative fuel at the transaction level.

All fuel and maintenance work can be provided for the State at any location that accepts MasterCard, which will enable the State to continue to receive the necessary Level III data. In addition the Comdata card offers acceptance at fueling locations in **Mexico**, as well as **Aviation**, **Mobile** and **Marina** locations in the United States. The card can be used at **State owned** locations as well. Due to this universal acceptance the State of Texas would not need a separate card for each one of those functions or dual programs.

In closing, the Comdata MasterCard program offers the State of Texas several benefits unparalleled in this industry today: **Acceptability**, **Tax Exemption**, **National Discounts** and acceptance in **Mexico**. Our team will provide data integration with the current State of Texas fleet management system, and brings a "will-do", "can-do" attitude to provide the State of Texas a truly unique one-card solution and partnership for years to come.

Sincerely,

Brian Truman
Manager, Government Accounts
Comdata Corporation
5301 Maryland Way
Brentwood, TN 37027
btruman@comdata.com
Phone: (801) 951-7044
FAX: (801) 951-7049

Rick Eaton
Senior VP
TransMontaigne Product Services, Inc.
1670 Broadway, Suite 3100
Denver, CO 80202
reaton@transmontaigne.com
Phone: (303) 860-5301
FAX: (770) 650-3383

* (The Contractor's proposal is located in its original binder on file with the CCG staff)

Comdata Best and Final Offer #1

Additional services

COMDATA RESPONSE

Bulk Fuel - Comdata/TransMontaigne will work with the State of Texas to develop a bulk fuel solution customized to the individual State locations. We offer this additional service for many of our current customers. In order for Comdata/TMG to offer advantageous pricing more information on each facility would be required, such as, number of sites, physical locations, tank sizes, products dispensed, estimated volumes, etc. We would recommend that the State consider combining the gallons from all locations as a single purchase rather than fragmenting individual sites, therefore receiving the best price possible.

There are various methods by which Comdata can process bulk fuel transactions. Please consider the following:

1. Bulk fueling invoices per shipment can be processed through the Comdata MasterCard. Individual transaction detail for each load is accounted for in a separate process, but the bulk fuel expense is captured and consolidated within the fleet.
2. For customers that wish to capture the detail of outbound fuel spend, Comdata can install Comsite card readers at the bulk site pumps or interface to the State's existing card readers. The card reader operates much like an unattended card lock solution; only the pumps are onsite with the customer. Cardholders insert the cards into the readers, prompted data is collected and validated, and a signal is provided to activate the pump. The detail of the gallons pumped, price of fuel (as entered into the Comsite unit) and total cost is captured and provided back to the customer within the consolidated invoice file and transaction detail.
3. For customers that wish to capture the detail of outbound fuel spend, Comdata can install Comsite card readers at the bulk site pumps or interface to the State's existing card readers. The card reader operates much like an unattended card lock solution; only the pumps are onsite with the customer. Cardholders insert the cards into the readers, prompted data is collected and validated, and a signal is provided to activate the pump. The detail of the gallons pumped, price of fuel (as entered into the Comsite unit) and total cost is captured and provided back to the customer within the consolidated invoice file and transaction detail.
4. The Comdata Team works to create a complete supply chain management solution for bulk fuel implementations, and becomes the fuel supplier and inventory management experts for the fuel supply. The ComSite units or existing readers track outbound fuel expense. With this program, the bulk sites can be setup to mimic retail locations owned and operated by State of Texas, without the responsibility. In addition, the Comdata Team can work with State of Texas to incorporate the Comsite or interface with existing reader's installation expense into the cost of fuel, so the one-time capital expenditures are actually amortized over a period of "X" years.

NOTE: All fueling transactions (retail, mobile fuel, bulk, etc.) processed through Comdata funnel through to the same invoice and transaction data stream. Therefore, fuel spent through all methods for a particular vehicle or fleet of vehicles can be consolidated for fleet and expense management purposes.

Mobile fuel - Comdata currently has strategic partnerships in place and integrates with nearly 75 mobile fuel vendors throughout the United States, several being in Texas and adds vendor relationships regularly.

ComSite Equipment- The Comdata card can interface with all existing card reader manufacturers today but also carries a line of low cost-high performance brand of card readers. This is a benefit to the State for two reasons: 1. Since we are selling our own equipment the State will find the pricing very attractive compared to others. 2. The State wouldn't need to deal with a separate company or third party for equipment. Comdata installs its own card readers and there would be no need for coordination with a third party. This benefits the

State in several ways. 1. Other fleet card vendors would recommend companies to the State and then the State would need to work with the vendor they choose. With Comdata, the State would avoid those situations and worries. 2. Other card reader companies accept the Comdata card; therefore, if the State already had a card reader vendor chosen, then Comdata would coordinate with that company. Once chosen as the vendor, Comdata would work with the State on a conversion plan and timeframe that would allow a smooth transition for the State fleets.

Less Interchange Rate - We offer a greater economic benefit to the State through an interchange rate that is half of that of the competitors. This is better for merchant relations for the State and allows for the State's volume to leverage strategic supplier discounts.

Comdata/TransMontaigne Emergency Fuel Management - Several states and many private sector companies have made Comdata/TransMontaigne a part of their emergency management plans. This allows and makes available fuel to all effected parts of the state and ensures that the state and other political subdivisions will receive fuel for the first responders and other agencies who are involved in any natural disaster. This is possible because of the availability to fuel at fuel terminals, pipelines and trucking carrier assets.

Downstream Marketing/Program Expansion - Comdata has hired Tom Gustin, a State fleet card manager with 29 years of government experience, the past 12 years of which have been spent marketing a state fleet card to political subdivisions of the State of Montana, adding 340 tax exempt fleet accounts to Montana's intergovernmental fleet fueling program. He also administered the State's purchasing card and travel programs.

Comdata will dedicate this resource to actively market Texas's program to eligible agencies by working initially on a consultative basis with State of Texas staff to identify key prospective agencies. Comdata will then proactively meet one-on-one with Texas agencies and establish contact with eligible agencies via conferences hosted by such organizations as the Texas League of Cities, the Texas Association of Counties, Texas School Boards Association, Texas Sheriffs Association and Texas Association of Public Purchasing Officers.

Tom Gustin, National Account Manager, will be responsible for signing up additional State fleets and eligible tax exempt entities, including local governments and municipalities. Tom was also the chief procurement officer for fuel, energy, fleet and purchasing cards for the State of Montana and knows the government language very well. He was responsible for training all other purchasing officers on writing and evaluating RFPs for the state.

MasterCard Enhanced Merchant Data Reporting (EMR)

The State will have the ability to track purchases from socio-economic categories and other demographic profiles of the organization's merchant base with MasterCard EMR. The web-based application provides comprehensive purchasing card transaction data with regular updates that enable organizations to view and download critical data in customized formats, including:

A comprehensive merchant category profile with information on 1099 status, business owner (e.g. minority-owned, woman-owned, or disabled-owner) and whether a company is a small business, disadvantaged, or has a specific certification

Other critical data like total spend, average ticket size, industry sector spending, man-dated supplier spend and large ticket spend that can help an organization manage its purchasing operations

Reports are available as PDF files, or in files that can easily imported into a database.

EMR is refreshed on a monthly basis and merchant and transaction data are retained for a rolling 16-month period; completed reports and files are maintained on the site for 3 months. To ensure accuracy of merchant socio-economic data, EMR uses validated data on over 14 million merchants supplied by.

MasterCard has ongoing activities in place to ensure tax identification data is verified, accurate, consistent and delivered in a timely manner. MasterCard works with Acquirers to review validate and correct this information

on a quarterly basis.

MasterCard has applied to become a QPCA designated payment card organization to better serve its customers in soliciting accurate merchant data. As a QPCA, MasterCard will have the authority to act on behalf of cardholders and merchants, will undertake TIN solicitation activities, participate in the IRS TIN Matching Program and provide IRS validated merchant data wherever possible. (Please see the attached document for details on EMR and sample screen shots)

OPIS Pricing Online Tracking - Comdata's Smart Buy Fuel System gives you greater control of your fuel cost by helping you make better fuel buying decisions. With this system, you can find the best-priced stations, negotiate discounts and benchmark fuel purchases for your fleet.

The Smart Buy Fuel System displays OPIS pricing for regular unleaded gasoline and diesel, by retail station for the entire United States. Using several search options, you can obtain a list of stations by state and city or for a specific zip code, within a three, five or 10-mile radius. Your search results will show all the locations on a map and a list of locations in order by price. You can also obtain rack-to-retail margins for each location giving you key information to negotiate discounts with chains and individual stations.

Real Time authorization— State of Texas employees can view all authorized transactions in a "real-time" environment. This functionality is available online to external customers. With the online enhancement, the State will be able to view transaction authorizations, declines and settlements as they occur in the field. Various queries/reports can be generated from the data provided. If the State is concerned about an employee, the manager can watch from his computer every step of the transaction in real time by that individual.

Truck Stop and Card Lock Locations - Comdata has numerous discount programs which are offered to the State of Texas, including locations such as:

1. Pac-Pride at cost + 3
2. Pilot Oil at two cents off retail or cost +4
3. Petro Shopping Centers at three cents off retail
4. Truck Stops of America at two cents off or cost + 5
5. Ambest locations at two cents a gallon off retail
6. Speedway locations with a discount starting at one cent a gallon with opportunity to grow
7. Action Express Marts at five cents off retail
8. Quick-Fuel at cost + 6
9. Dion Oil at cost + 7
10. Jump Oil at a discount up to .015 off retail
11. Lassus Brothers Oil at three cents off

CFN Network – Comdata/MasterCard acceptance within this network is by the individual site.

Comdata has historically played a major role and will continue to play a major role in working with our clients--both fleets and merchants--to collaborate for the benefit of all. Not only does Comdata work with fleets to negotiate discounts from retailers, but Comdata also assists with negotiations for card-lock activity, bulk (terminal) fuel, on-site (mobile fuel), and truck stop activity. Comdata is truly an "out-of-the-box" provider for helping fleets to obtain and manage these types of discount relationships. Comdata manages these discount relationships in multiple ways. Comdata provides real-time transaction re-pricing activity to a manual invoice to the merchant, while managing the program and funds for both our fleets and merchants. Comdata will also try to take full advantage of our aggregated volume for the benefit of all fleet accounts. Of course, this is not always possible, but Comdata will provide a solution for individual fleets and merchants.

Purchasing Card - The State of Texas could also use the card as a purchasing card and or fuel card if they chose to do so. This function could be turned on for just agency directors or others at the will of the program manger.

Payroll Card - The card could be used as a payroll card along with a fuel card for those employees that are un-banked or for temporary employees. The card could be used just for payroll for the above as well.

Travel & Expenses - The State of Texas could use the card as a Travel and Expense card along with using it as a fuel card and maintaining all the controls and functionality that the State needs for a successfully managed fuel program.

Accelerated timelines (Tab E Project Narrative and the Proposed Work Plan and Transition Plan)

Comdata Response

Comdata can accelerate any and all timelines based on the State's desire to implement more expediently. With over 500 employees in our customer service area we can implement as quickly as desired by the State. Timelines provided in the original response were for example only. Once we have the dates from the State of when they would like to be implemented then we can back those numbers into the plan.

Timelines may be geared to the specific needs of the State, we offer tremendous flexibility in rollout and implementation and will commence immediately, identifying and taking action on the critical, time-sensitive elements. We will assign additional resources not accounted for in the original proposal.

Comdata will work within the State of Texas timeframe and can provide the State of Texas cards based on the states timeframe whether that is in 5 days or 30 days. Comdata can provide all the cards to the state within 5 business days from the time we receive the driver and vehicle information. Comdata has over 1,600 employees and 500 of them work in our service department that we can tap resources for to get the state cards, train state employees on iconnectdata.com and etc.

Our combined approach involves the creation of implementation SWAT teams, systematically divided based upon customer structure (i.e. geography, division, department, region, etc.) and led by a project manager(s). Team members are tasked with customer setup, card distribution and employee training.

The below is a sample implementation plan based on 30 days but could be adjusted to completion within 5 days if the State chooses.

ID	Task_Name	Duration	Estimated Start_Date
1	Implementation Planning/Customer Assessment	4 days	11/01/05 0:00
2	Determine Account Structure(s)	3 days	11/04/05 0:00
3	Determine Card Structure	3 days	11/04/05 0:00
4	Reporting	5 days	11/04/05 0:00
5	Marketing, Training and Rollout Strategy	7 days	11/10/05 0:00
6	Comdata Internal Account Setup	3 days	11/04/05 0:00
7	Invoicing and Payment	4 days	11/10/05 0:00
8	Reports	6 days	11/07/05 0:00
9	Rollout/Implementation of Card order process	5 days	11/02/05 0:00
10	ICConnectData (ICD) Setup	7 days	11/24/05 0:00
11	Card Ordering Process/Distribution	6 days	11/15/05 0:00
12	Daily Support and Maintenance	4 days	11/27/05 0:00
	Total days	30 days	

Increased discounts (Tab M, Appendix J, Cost proposal J-3B)

Comdata Response

Comdata is pleased to increase its incentive rebate from 40 basis points to 70 basis points. Based on an estimated annual spending volume of \$22 million, this would amount to a rebate of **\$154,000** which represents

an increase of \$11,000 over our original response. This is an estimate of fuel spend and does not include any maintenance spend which is eligible for a rebate.

Lower Costs (Tab M, Appendix J, Cost Proposal J-5)

Comdata Response

Please note that the proposed pricing is highly advantageous to the State, especially in comparison to retail pricing. On the written response to questions submitted before our oral presentation, dated September 9, 2005, wherein we provided a price for Sept 9th as requested, at a specific Shell oil location in Austin which showed the State would have been paying **18 cents below** than retail on gasoline and **12 cents** on diesel.

Then, on the follow-up questions dated October 7, 2005, the State requested pricing at 33 stations in 11 different cities based on a date from July, 2005. The pricing from our response demonstrates that the State would have again been paying **below retail** at all locations, anywhere from **.002 to .06 cents** a gallon. This pricing illustrates that Comdata proposes to maximize the value of State's fuel dollar, in comparison to retail.

Besides the favorable pricing offered, the State would also receive an additional **2.5 cents** off at the more than 3,381 discount locations in Texas.

All other pricing, discounts and incentives will remain as stated.

Distinguishing Benefits for the State of Texas

Some other advantages that would directly benefit the State of Texas include these following areas:

CARD ACCEPTANCE

1. Better rural coverage and merchant relations because:
 - a. Merchant fees are about half of the competitor's proprietary card
 - b. Most widely accepted business-to-business card worldwide
 - c. Merchant receives full settlement for the transaction as Comdata applies for the taxes instead of the station or wholesaler
2. Card is universally accepted for all fuel products, enhancing the State's ability to purchase alternative fuels, such as E85 and Bio-diesel
3. Card is widely accepted at Marina and Aviation locations thus no need for dual cards.
4. Card is accepted in Mexico and Canada, thus precluding the need for dual cards or programs
5. The State of Texas can use the same card for Retail fuel as well as Bulk, On-site and Mobile fueling and receive one invoice.

MAINTENANCE PURCHASES

1. Card is widely accepted at maintenance and non-fuel locations and may be used for all fleet related purchases such as car washes, oil changes, tires, auto parts and service merchants, etc.
2. Comdata has the ability to pass Level 3 data from maintenance locations for comprehensive reporting of service, parts and labor provided
3. State is not bound by a \$75 threshold, but has the ability to have separate dollar limits for car washes, oil changes, tires, etc.
4. The Comdata card can be used as a "virtual card" for expenditures.

TAX EXEMPTION

1. Federal Excise Tax on diesel is exempted at the transaction level, not posted as a lump sum credit in the month following
2. Fuel taxes are exempted at ALL accepting merchants including independent fuel merchants
3. Comdata/TransMontaigne files for the refund, the wholesaler and merchant are not burdened with the task of documenting and filing for each tax exempt sale

ACCOUNT AND DATA MANAGEMENT TOOLS

1. Smart Buy-- an online tool showing the least expensive retail and wholesale pricing in real-time, across the state and country
2. Ability to view transactions and authorizations in real-time without having to wait 48-72 hours for a transaction to post, and immediately determine if a driver enters the wrong PIN number, swipes the card incorrectly, etc.
3. Comprehensive data capture and reporting for both vehicle cards and driver cards
4. Can interface with mobile re-fuelers to capture data from fueling at remote locations
5. Technical services support provided to "map" transaction data directly into fleet management software
6. Ability to assign General Ledger coding to transactions and map the corresponding data to the agency's financial system
7. Comdata provides 15 levels of Hierarchy and reporting

CONTROLS

1. Cards can be reassigned/moved between accounts without having to reissue plastic
2. Pre-determined controls/purchase profiles may be assigned to a single card or an entire fleet
3. Controls allow for a one-time override with automatic reset to previous levels
4. Both soft-limits and hard-limits may be applied on the same card
5. All authorizations and transactions—on-site and retail—are processed internally by Comdata for greater control and more accurate data capture, thus eliminating third party "finger-pointing"
6. Comdata process all transactions internally providing more control and accurate data

FINANCIAL INCENTIVES

1. Signing bonus of \$25,000
2. Incentive rebate of 70 basis points, based on total spend of fuel and maintenance
3. Implementation cost sharing of \$2.50/card for cards activated within 90 days of contract signing
4. Discount of \$0.025/gallon at over 3,381 retail locations
5. Discount of \$0.02/gallon at over 115 truck stops
6. Speed of pay incentive of 25 basis points for payments twice monthly, 50 basis points for daily invoice remittance

Preliminary Negotiations Response

Laura Reardon
TBPC State Asset Systems
1711 San Jacinto Boulevard
Austin, TX 78701

Ms. Reardon:

The following represents Comdata/TransMontaigne's response to the State's request for preliminary negotiations, pursuant to Appendix C, Section C.12 of RFP No. 050720-CCG-FC.

1. The following is the revised adder pricing:

OPIS Rack Price	Diesel Adder	Unleaded 87 Octane Adder
Abilene	0.3791	0.3566
Amarillo	0.3279	0.3491
Austin	0.3895	0.3533
Beaumont	0.3934	0.3719
Houston	0.3809	0.3497
Brownsville	0.3753	0.3191
Dallas	0.3858	0.3368
Waskom	0.3721	0.3530
Lubbock	0.3700	0.3540
San Antonio	0.363	0.3403

An analysis of this pricing indicates that, when adding the applicable OPIS index to the adders, the resulting pricing is **less** than the corresponding retail price. The adder is net of Federal Excise Tax and is comprised of margin, freight and other applicable taxes and fees. If the State is determined to be exempt from any other taxes, Comdata/TransMontaigne will work closely with the State to process transactions net of those taxes.

Comdata/TransMontaigne will revisit the adders on a quarterly basis to maintain advantageous pricing for the State.

As a point of clarification, the previously offered Location/Merchant discounts of 2.5-cent discount at over 3,381 sites in Texas, and 115 truck stops also offer a 2-cent discount--both of these discounts are offered in addition to the adder price stated above.

2. Incentive Rebate:

- a. Comdata is pleased to **increase** its previous incentive rebate of 70 basis points, from the Best and Final Offer, to **100 basis points**. Based on an estimated annual spending volume of \$22 million, this would amount to an annual rebate of **\$220,000** which represents an increase of **\$66,000** over our Best and Final response. The rebate will apply to the State's volume of maintenance purchases, as well, at the offered rate of 100 basis points.
- b. Further, please note that the rebate of 100 basis points offered is not contingent upon the State achieving any minimum purchase volume, nor is it tied to an average ticket or transaction size.

3. MasterCard Corporate Payment Solutions is offering a signing bonus of \$37,500, subject to the terms stated below, **which represents an increase of \$12,500 versus the previous offer.**

MasterCard Corporate Payment Solutions is pleased to offer financial incentive funding for the selection of MasterCard International as the

exclusive payment brand for the State of Texas Fleet Card program. Our offer is based on program volume as provided by the issuers.

Fleet Card - \$25MM annual spend

Based on the program volume (excludes cash advance and/or convenience check volumes), growth projections, and term of the agreement, the following Incentives have been approved.

- MasterCard Commitments:

- * 3 year proposal:
- * \$37.5 thousand of upfront support tied to annual volume achievement targets (see below)
- * 15 basis points on year 1 volume above \$25MM
- * 15 basis points on incremental volume in years 2 - 3, above the highest previous year
- * 15 basis points on incremental volume in years 4 - 5, above the highest previous year

Program Volume Requirements

The upfront support is tied to the achievement of a minimum year 1 volume of \$25 million, and the maintenance of at least that level for the remainder of the term. If the program fails to achieve the annual volume target, then the State of Texas/issuer will pay back to MasterCard a proportional amount of the initial incentive amount paid.

Quarterly and year end Management Information System (MIS) reporting for the State of Texas Fleet Card program will be required from the issuer to ensure all program requirements are being met.

This incentive will be provided to the State of Texas through the issuer for the State of Texas Fleet Card program. This incentive may already be incorporated into a MasterCard issuing bank financial incentive proposal and is contingent upon an executable agreement. The incentive will be available to the State of Texas at the beginning of the program contract date. - MasterCard.

All other terms and conditions of Comdata/TransMontaigne's previous offers are to remain as previously stated.

Sincerely,

Brian Truman, Manager – Public Sector

Tom Gustin, National Account Manager – Public Sector

Comdata/TransMontaigne

Final Negotiation Response

The following payment mechanism, discount structure and financial incentives were stated in Appendix J of the response and augmented in Comdata/TransMontaigne's response to the State's request for preliminary negotiations, pursuant to Appendix C, Section C.12 of RFP No. 050720-CCG-FC.

1. Comdata offers help with Implementation cost-sharing, and the transition from one vendor to another, with a \$2.50 a card incentive for cards that have transaction activity within 90 days of contract execution.
2. A rebate of 2.5 cents per gallon will be applied for transactions at approximately 3,300 sites in Texas, and a rebate of 2 cents per gallon will be applied at approximately 115 truck stops in Texas. Rebates will be credited on a quarterly basis. Specific locations are named in (Table 2) of this exhibit.
3. An incentive rebate of 100 basis points shall apply to the purchase of fuel and related automotive goods and services on the Comdata MasterCard, and will be paid on a quarterly basis.
4. An early pay incentive of 25 basis points will be credited on twice monthly payments; payments made on a daily basis will receive an incentive of 50 basis points.
5. MasterCard Corporate Payment Solutions is offering a signing bonus of \$37,500.
 - MasterCard Commitments:
 - * 3 year proposal: -
 - * \$37.5 thousand of upfront support
 - * 15 basis points on year 1 volume above \$25MM
 - * 15 basis points on incremental volume in years 2 - 3, above the highest previous year
 - * 15 basis points on incremental volume in years 4 - 5, above the highest previous year

6. PRICING PROCESS

TransMontaigne will invoice State of Texas PSAs (Participating State Agencies) for fuel transactions, based on the OPIS Net Average price of the nearest OPIS Rack City for the day of the transaction, per the table that follows this section, plus the applicable adder for the corresponding product. Weekends and Holiday's will be priced off of the following business day's prices. The adder is net of Federal Excise Tax and is comprised of margin, freight and all applicable taxes and fees. If the applicable taxes and fees are adjusted during the term of the contract, the adders will be adjusted to reflect the change in the rates. If the State is determined to be exempt from any additional taxes, Comdata/TransMontaigne will work closely with the State to process each transaction net of those taxes.

Comdata/TransMontaigne will work with the State of Texas to evaluate and adjust, by mutual agreement, the quoted adders on a quarterly basis. The evaluation will ensure that pricing for the State of Texas, over time, remains competitive and at or better than the average levels of retail pump price with the federal excise taxes removed in each associated rack city. The current adders have been

created based on historical market data. We will work with the State of Texas to utilize their purchasing data, (i.e. fueling locations, brands of locations, volume purchased by location, and types of fuel products purchased) over an extended period of time to accurately represent the State's purchasing profile.

Comdata/TransMontaigne will provide the State of Texas a data file that will allow the ability to run reports on all State of Texas customers that will show locations, gallons, pump price, rack price, and rack prices with adder included.

The following adder pricing shall apply:

OPIS Net Average Rack Price	Diesel Adder	Unleaded 87 Octane Adder
Abilene	0.3791	0.3566
Amarillo	0.3279	0.3491
Austin	0.3895	0.3533
Beaumont	0.3934	0.3719
Houston	0.3809	0.3497
Brownsville	0.3753	0.3191
Dallas	0.3858	0.3368
Waskom	0.3721	0.3530
Lubbock	0.3700	0.3540
San Antonio	0.363	0.3403

Locations for rack prices are determined by county, a spreadsheet of which is attached (TABLE #1). We have mapped each city within a county to the nearest OPIS city, as well as taken the designated specs for each county into account.

Should additional rebates be negotiated by the State of Texas with fuel retail locations or with maintenance facilities, the associated discounts will be taken off of invoice and not returned in the form of a rebate.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

TABLE #1 OF CONTRACT NO. 050720-CCG-FC
Contractor's Locations for rack prices by county

Texas County	Designated OPIS City	Miles From OPIS City		Texas County	Designated OPIS City	Miles From OPIS City
Anderson	DALLAS, TX	104.29		Collingsworth	AMARILLO, TX	111.92
Andrews	LUBBOCK, TX	108.5		Colorado	HOUSTON, TX	82.84
Angelina	BEAUMONT, TX	103.2		Comal	SAN ANTONIO, TX	36.16
Aransas	SAN ANTONIO, TX	161.5		Comanche	ABILENE, TX	96.85
Archer	ABILENE, TX	125.5		Concho	ABILENE, TX	88.9
Armstrong	AMARILLO, TX	47.3		Cooke	DALLAS, TX	73.21
Atascosa	SAN ANTONIO, TX	42.21		Coryell	AUSTIN, TX	96.64
Austin	HOUSTON, TX	65.83		Cottle	LUBBOCK, TX	124.75
Bailey	LUBBOCK, TX	72.1		Crane	LUBBOCK, TX	176.1
Bandera	SAN ANTONIO, TX	58.04		Crockett	ABILENE, TX	171.9
Bastrop	AUSTIN, TX	38.75		Crosby	LUBBOCK, TX	29.43
Baylor	ABILENE, TX	100.9		Culberson	LUBBOCK, TX	309.2
Bee	SAN ANTONIO, TX	94.11		Dallam	AMARILLO, TX	100.33
Bell	AUSTIN, TX	71.85		Dallas	DALLAS, TX	9.15
Bexar	SAN ANTONIO, TX	12.29		Dawson	LUBBOCK, TX	67.73
Blanco	AUSTIN, TX	52.4		De Witt	SAN ANTONIO, TX	83.98
Borden	LUBBOCK, TX	93.4		Deaf Smith	AMARILLO, TX	41.5
Bosque	DALLAS, TX	89.86		Delta	DALLAS, TX	86.15
Bowie	WASKOM, TX	89.82		Denton	DALLAS, TX	36.27
Brazoria	HOUSTON, TX	44.54		Dickens	LUBBOCK, TX	66.32
Brazos	HOUSTON, TX	96.64		Dimmit	SAN ANTONIO, TX	115.47
Brewster	LUBBOCK, TX	313.03		Donley	AMARILLO, TX	67.2
Briscoe	AMARILLO, TX	101.7		Duval	BROWNSVILLE, TX	156.1
Brooks	BROWNSVILLE, TX	108.1		Eastland	ABILENE, TX	64.59
Brown	ABILENE, TX	88.68		Ector	LUBBOCK, TX	143.62
Burleson	AUSTIN, TX	83.03		Edwards	SAN ANTONIO, TX	132.53
Burnet	AUSTIN, TX	46.43		El Paso	LUBBOCK, TX	340.87
Caldwell	AUSTIN, TX	38.41		Ellis	DALLAS, TX	36.37
Calhoun	HOUSTON, TX	136.98		Erath	DALLAS, TX	100.35
Callahan	ABILENE, TX	29.72		Falls	AUSTIN, TX	101.63
Cameron	BROWNSVILLE, TX	19.72		Fannin	DALLAS, TX	76.32
Camp	WASKOM, TX	86.5		Fayette	AUSTIN, TX	69.28
Carson	AMARILLO, TX	45.22		Fisher	ABILENE, TX	53.45
Cass	WASKOM, TX	58.45		Floyd	LUBBOCK, TX	61.26
Castro	AMARILLO, TX	64.77		Foard	ABILENE, TX	115.9
Chambers	BEAUMONT, TX	35.27		Fort Bend	HOUSTON, TX	30.96
Cherokee	WASKOM, TX	98.11		Franklin	WASKOM, TX	105.25
Childress	AMARILLO, TX	117.75		Freestone	DALLAS, TX	90.28
Clay	DALLAS, TX	126.34		Frio	SAN ANTONIO, TX	53.55
Cochran	LUBBOCK, TX	55.8		Gaines	LUBBOCK, TX	71.23
Coke	ABILENE, TX	71.05		Galveston	HOUSTON, TX	39.22
Coleman	ABILENE, TX	60.39		Garza	LUBBOCK, TX	48.1
Collin	DALLAS, TX	32.29		Gillespie	SAN ANTONIO, TX	85.82

Texas County	Designated OPIS City	Miles From OPIS City	Texas County	Designated OPIS City	Miles From OPIS City
Glass Cock	LUBBOCK, TX	137.4	Jones	ABILENE, TX	34.17
Goliad	SAN ANTONIO, TX	98.9	Karnes	SAN ANTONIO, TX	56.69
Gonzales	AUSTIN, TX	61.02	Kaufman	DALLAS, TX	37.84
Gray	AMARILLO, TX	63.76	Kendall	SAN ANTONIO, TX	40.58
Grayson	DALLAS, TX	68.72	Kenedy	BROWNSVILLE, TX	88.6
Gregg	WASKOM, TX	43.96	Kent	ABILENE, TX	84.6
Grimes	HOUSTON, TX	92.65	Kerr	SAN ANTONIO, TX	69.58
Guadalupe	SAN ANTONIO, TX	33.94	Kimble	SAN ANTONIO, TX	127.1
Hale	LUBBOCK, TX	40.29	King	LUBBOCK, TX	94.55
Hall	AMARILLO, TX	95.2	Kinney	SAN ANTONIO, TX	123.2
Hamilton	DALLAS, TX	106.85	Kleberg	BROWNSVILLE, TX	115.07
Hansford	AMARILLO, TX	89	Knox	ABILENE, TX	80.33
Hardeman	ABILENE, TX	137.9	La Salle	SAN ANTONIO, TX	97.45
Hardin	BEAUMONT, TX	32.76	Lamar	DALLAS, TX	112.89
Harris	HOUSTON, TX	15.17	Lamb	LUBBOCK, TX	52.4
Harrison	WASKOM, TX	19.11	Lampasas	AUSTIN, TX	83.4
Hartley	AMARILLO, TX	63.7	Lavaca	AUSTIN, TX	90.93
Haskell	ABILENE, TX	63.27	Lee	AUSTIN, TX	62.57
Hays	AUSTIN, TX	27.87	Leon	HOUSTON, TX	5
Hemphill	AMARILLO, TX	100.7	Liberty	BEAUMONT, TX	44.31
Henderson	DALLAS, TX	76.58	Limestone	DALLAS, TX	99.74
Hidalgo	BROWNSVILLE, TX	58.53	Lipscomb	AMARILLO, TX	135.18
Hill	DALLAS, TX	72.97	Live Oak	SAN ANTONIO, TX	78.94
Hockley	LUBBOCK, TX	34.94	Llano	AUSTIN, TX	78.29
Hood	DALLAS, TX	79.52	Loving	LUBBOCK, TX	187.3
Hopkins	DALLAS, TX	86.31	Lubbock	LUBBOCK, TX	5.37
Houston	HOUSTON, TX	119.2	Lynn	LUBBOCK, TX	31.15
Howard	LUBBOCK, TX	107.45	Madison	HOUSTON, TX	105.4
Hudspeth	LUBBOCK, TX	313.35	Marion	WASKOM, TX	40.3
Hunt	DALLAS, TX	57.11	Martin	LUBBOCK, TX	100.3
Hutchinson	AMARILLO, TX	49.32	Mason	AUSTIN, TX	103
Irion	ABILENE, TX	130.25	Matagorda	HOUSTON, TX	92.21
Jack	DALLAS, TX	102.45	Maverick	SAN ANTONIO, TX	148.38
Jackson	HOUSTON, TX	107.14	Mc Mullen	SAN ANTONIO, TX	79.75
Jasper	BEAUMONT, TX	47.67	McCulloch	ABILENE, TX	104.02
Jeff Davis	LUBBOCK, TX	319.95	McLennan	AUSTIN, TX	93.74
Jefferson	BEAUMONT, TX	9.95	Medina	SAN ANTONIO, TX	37.98
Jim Hogg	BROWNSVILLE, TX	157.2	Menard	ABILENE, TX	129.07
Jim Wells	SAN ANTONIO, TX	128	Midland	LUBBOCK, TX	119.76
Johnson	DALLAS, TX	47.85	Milam	AUSTIN, TX	75.31

Texas County	Designated OPIS City	Miles From OPIS City	Texas County	Designated OPIS City	Miles From OPIS City
Mills	AUSTIN, TX	106.45	Shackleford	ABILENE, TX	42.7
Mitchell	ABILENE, TX	69.4	Shelby	WASKOM, TX	61.74
Montague	DALLAS, TX	100.84	Sherman	AMARILLO, TX	80.4
Montgomery	HOUSTON, TX	44.44	Smith	WASKOM, TX	77.87
Moore	AMARILLO, TX	52.77	Somervell	DALLAS, TX	70.83
Morris	WASKOM, TX	84.34	Starr	BROWNSVILLE, TX	110.86
Motley	LUBBOCK, TX	88.83	Stephens	ABILENE, TX	66.4
Nacogdoches	WASKOM, TX	93.03	Sterling	ABILENE, TX	114
Navarro	DALLAS, TX	64.19	Stonewall	ABILENE, TX	60.75
Newton	BEAUMONT, TX	67.65	Sutton	ABILENE, TX	156.5
Nolan	ABILENE, TX	52.28	Swisher	AMARILLO, TX	51.6
Nueces	SAN ANTONIO, TX	144.63	Tarrant	DALLAS, TX	30.8
Ochiltree	AMARILLO, TX	109.27	Taylor	ABILENE, TX	9.11
Oldham	AMARILLO, TX	42.17	Terrell	SAN ANTONIO, TX	263.55
Orange	BEAUMONT, TX	20.45	Terry	LUBBOCK, TX	39.53
Palo Pinto	ABILENE, TX	87.9	Throckmorton	ABILENE, TX	70.05
Panola	WASKOM, TX	39.24	Titus	WASKOM, TX	97.45
Parker	DALLAS, TX	71.46	Tom Green	ABILENE, TX	96.58
Parmer	AMARILLO, TX	78.1	Travis	AUSTIN, TX	8.79
Pecos	LUBBOCK, TX	212.12	Trinity	BEAUMONT, TX	113.52
Polk	HOUSTON, TX	82.62	Tyler	BEAUMONT, TX	59.64
Potter	AMARILLO, TX	12.74	Upshur	WASKOM, TX	61.23
Presidio	LUBBOCK, TX	354.3	Upton	LUBBOCK, TX	175.3
Rains	DALLAS, TX	76.7	Uvalde	SAN ANTONIO, TX	78.3
Randall	AMARILLO, TX	14.79	Val Verde	SAN ANTONIO, TX	169.69
Reagan	ABILENE, TX	160.4	Van Zandt	DALLAS, TX	63.51
Real	SAN ANTONIO, TX	105.53	Victoria	SAN ANTONIO, TX	118.26
Red River	WASKOM, TX	130.67	Walker	HOUSTON, TX	72.12
Reeves	LUBBOCK, TX	239.97	Waller	HOUSTON, TX	45.08
Refugio	SAN ANTONIO, TX	136.44	Ward	LUBBOCK, TX	194.94
Roberts	AMARILLO, TX	76.9	Washington	HOUSTON, TX	74.18
Robertson	AUSTIN, TX	107.84	Webb	SAN ANTONIO, TX	156.91
Rockwall	DALLAS, TX	28.7	Wharton	HOUSTON, TX	67.04
Runnels	ABILENE, TX	57.65	Wheeler	AMARILLO, TX	109.14
Rusk	WASKOM, TX	60.82	Wichita	DALLAS, TX	143.55
Sabine	WASKOM, TX	102.28	Wilbarger	ABILENE, TX	154.84
San Augustine	WASKOM, TX	82.7	Willacy	BROWNSVILLE, TX	51.98
San Jacinto	HOUSTON, TX	76.25	Williamson	AUSTIN, TX	31.51
San Patricio	SAN ANTONIO, TX	137.18	Wilson	SAN ANTONIO, TX	35.32
San Saba	AUSTIN, TX	105.4	Winkler	LUBBOCK, TX	159.45
Schleicher	ABILENE, TX	134.6	Wise	DALLAS, TX	68.49
Scurry	ABILENE, TX	79.32	Wood	DALLAS, TX	90.88

Texas County	Designated OPIS City	Miles From OPIS City
Yoakum	LUBBOCK, TX	75.2
Young	ABILENE, TX	95.14
Zapata	BROWNSVILLE, TX	152.23
Zavala	SAN ANTONIO, TX	98.37

TABLE #2 OF CONTRACT NO. 050720-CCG-FC
Contractor's list of discount retail locations and truck stop locations.

Up to date documentation can be found on the Comdata website. In addition Contractor will send to the contract administrator on a quarterly basis a compact disk of the updated locations.

**AMENDMENT NO.1
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC**

The State Council on Competitive Government, hereinafter referred to as the "Council," and Comdata Corporation / TransMontaigne Product Services, Inc., hereinafter referred to as "Contractor," do hereby agree to amend the contract for Retail Fuel Card and related Services, hereinafter referred to as the "Contract," effective February 26, 2006, between the Council by and for the Texas Building and Procurement Commission ("TBPC" and "Contract Administrator") and the Contractor.

RECITALS

WHEREAS, the Council and Contractor previously entered into that certain Contract effective as of February 26, 2006; and desire to amend the Contract effective as of the execution of this amendment.

WHEREAS, accordingly, the Council and the Contractor desire to amend language in Exhibit E, Final Negotiation Response.

NOW, THEREFORE, in consideration of mutual covenants and agreements, herein contained, the Council and Contractor hereby agree to the following change in Exhibit E, Final Negotiation Response:

1. Comdata offers help with Implementation cost-sharing, and the transition from one vendor to another, with a \$2.50 a card incentive for cards that have transaction activity within ~~90 days~~ 120 days of contract execution.
1. Except as amended herein, the Contract shall remain in force and effect throughout its term.

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Comdata Corporation

Date: April 26, 2006

Date: April 20, 2006

By: [Signature]

By: Duan Newman Manager, Public Sector

**Jim Scogin
Director**

**Randy Morgan
Senior Vice President & General Manager**

State Council on Competitive Government

**AMENDMENT NO. 2
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC**

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Texas Building and Procurement Commission ("TBPC" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council and Contractor previously entered into the Contract and now desire to amend the Contract; and

WHEREAS, the Council and the Contractor agree that revisions to amend Table No. 1 of Exhibit E are necessary to properly reflect the Contractor's locations for rack prices by counties;

NOW, THEREFORE, the Council and Contractor hereby agree to delete Table No. 1 of Exhibit E in its entirety and substitute Table No. 1-A attached hereto and incorporated by reference herein for all purposes. Table No. 1-A is comprised of six (6) pages. Deletions are denoted by strikethrough font, and additions are in bold, underlined font.

1. Except as amended herein, the Contract shall remain in force and effect throughout its term.
2. This amendment is effective as of the date the last party signs this agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Comdata Corporation

Date: 5-30-06

Date: 5-25-06

By: [Signature]
Jim Scogin
Director

By: [Signature]
Randy Morgan
Senior Vice President & General Manager

State Council on Competitive Government

TransMontaigne Product Services, Inc.

Date: [Signature]

By: 5/23/06

Rick Eaton, Executive Vice President



TABLE No. 1-A OF CONTRACT NO. 050720-CCG-FC
Contractor's Locations for rack prices by county

Texas County	Designated OPIS City	Miles From OPIS City
Anderson	DALLAS, TX	104.29
Andrews	LUBBOCK, TX	108.5
Angelina	BEAUMONT, TX	103.2
Aransas	SAN ANTONIO, TX	161.5
Archer	ABILENE, TX	125.5
Armstrong	AMARILLO, TX	47.3
Atascosa	SAN ANTONIO, TX	42.21
Austin	HOUSTON, TX	65.83
Bailey	LUBBOCK, TX	72.1
Bandera	SAN ANTONIO, TX	58.04
Bastrop	AUSTIN, TX	38.75
Baylor	ABILENE, TX	100.9
Bea	SAN ANTONIO, TX	94.11
Bell	AUSTIN, TX	71.85
Bexar	SAN ANTONIO, TX	12.29
Blanco	AUSTIN, TX	52.4
Borden	LUBBOCK, TX	93.4
Bosque	DALLAS, TX	89.86
Bowie	WASKOM, TX	89.82
Brazoria	HOUSTON, TX	44.54
Brazos	HOUSTON, TX	96.64
Brewster	LUBBOCK, TX	313.03
Briscoe	AMARILLO, TX	101.7
Brooks	BROWNSVILLE, TX	108.1
Brown	ABILENE, TX	88.68
Burleson	AUSTIN, TX	83.03
Burnet	AUSTIN, TX	46.43
Caldwell	AUSTIN, TX	38.41
Calhoun	HOUSTON, TX	136.98
Callahan	ABILENE, TX	29.72
Cameron	BROWNSVILLE, TX	19.72
Camp	WASKOM, TX	86.5
Carson	AMARILLO, TX	45.22
Cass	WASKOM, TX	58.45
Castro	AMARILLO, TX	64.77
~~Chambers~~	~~BEAUMONT, TX~~	~~35.27~~
<u>Chambers</u>	<u>HOUSTON, TX</u>	<u>48.36</u>
Cherokee	WASKOM, TX	98.11
Childress	AMARILLO, TX	117.75
~~Clay~~	~~DALLAS, TX~~	~~126.34~~
<u>Clay</u>	<u>ABILENE</u>	<u>187.2</u>
Cochran	LUBBOCK, TX	55.8
Coke	ABILENE, TX	71.05
Coleman	ABILENE, TX	60.39
Collin	DALLAS, TX	32.29
Collingsworth	AMARILLO, TX	111.92

<u>Colorado</u>	HOUSTON, TX	82.84
<u>Colorado</u>	AUSTIN, TX	88.38
Comal	SAN ANTONIO, TX	36.16
Comanche	ABILENE, TX	96.85
Concho	ABILENE, TX	88.9
Cooke	DALLAS, TX	73.21
Coryell	AUSTIN, TX	96.64
Cottle	LUBBOCK, TX	124.75
Crane	LUBBOCK, TX	176.1
Crockett	ABILENE, TX	171.9
Crosby	LUBBOCK, TX	29.43
Culberson	LUBBOCK, TX	309.2
Dallam	AMARILLO, TX	100.33
Dallas	DALLAS, TX	9.15
Dawson	LUBBOCK, TX	67.73
De Witt	SAN ANTONIO, TX	83.98
Deaf Smith	AMARILLO, TX	41.5
Delta	DALLAS, TX	86.15
Denton	DALLAS, TX	36.27
Dickens	LUBBOCK, TX	66.32
Dimmit	SAN ANTONIO, TX	115.47
Donley	AMARILLO, TX	67.2
Duval	BROWNSVILLE, TX	156.1
Eastland	ABILENE, TX	64.59
Ector	LUBBOCK, TX	143.62
Edwards	SAN ANTONIO, TX	132.53
El Paso	LUBBOCK, TX	340.87
Ellis	DALLAS, TX	36.37
<u>Erath</u>	<u>DALLAS, TX</u>	<u>99.36</u>
<u>Erath</u>	<u>ABILENE, TX</u>	<u>122.76</u>
Falls	AUSTIN, TX	101.63
Fannin	DALLAS, TX	76.32
Fayette	AUSTIN, TX	69.28
Fisher	ABILENE, TX	53.45
Floyd	LUBBOCK, TX	61.28
Foard	ABILENE, TX	115.9
Fort Bend	HOUSTON, TX	30.96
Franklin	WASKOM, TX	105.25
Freestone	DALLAS, TX	90.28
Frio	SAN ANTONIO, TX	53.55
Gaines	LUBBOCK, TX	71.23
Galveston	HOUSTON, TX	39.22
Garza	LUBBOCK, TX	48.1
Gillespie	SAN ANTONIO, TX	85.82
Glass Cock	LUBBOCK, TX	137.4
Goliad	SAN ANTONIO, TX	98.9
Gonzales	AUSTIN, TX	61.02
Gray	AMARILLO, TX	63.76
Grayson	DALLAS, TX	68.72
Gregg	WASKOM, TX	43.96
Grimes	HOUSTON, TX	92.65
Guadalupe	SAN ANTONIO, TX	33.94

Hale	LUBBOCK, TX	40.29
Hall	AMARILLO, TX	95.2
Hamilton	DALLAS, TX	~~406.85~~
Hamilton	ABILENE	<u>124.84</u>
Hansford	AMARILLO, TX	89
Hardeman	ABILENE, TX	137.9
Hardin	BEAUMONT, TX	32.76
Harris	HOUSTON, TX	15.17
Harrison	WASKOM, TX	19.11
Hartley	AMARILLO, TX	63.7
Haskell	ABILENE, TX	63.27
Hays	AUSTIN, TX	27.87
Hemphill	AMARILLO, TX	100.7
Henderson	DALLAS, TX	76.58
Hidalgo	BROWNSVILLE, TX	58.53
Hill	DALLAS, TX	72.97
Hockley	LUBBOCK, TX	34.94
Hood	DALLAS, TX	79.52
Hopkins	DALLAS, TX	86.31
Houston	HOUSTON, TX	~~449.2~~
Houston	WASKOM	<u>148.5</u>
Howard	LUBBOCK, TX	107.45
Hudspeth	LUBBOCK, TX	313.35
Hunt	DALLAS, TX	57.11
Hutchinson	AMARILLO, TX	49.32
Irion	ABILENE, TX	130.25
Jack	DALLAS, TX	~~402.45~~
Jack	ABILENE	<u>103.45</u>
Jackson	HOUSTON, TX	107.14
Jasper	BEAUMONT, TX	47.67
Jeff Davis	LUBBOCK, TX	319.95
Jefferson	BEAUMONT, TX	9.95
Jim Hogg	BROWNSVILLE, TX	157.2
Jim Wells	SAN ANTONIO, TX	128
Johnson	DALLAS, TX	47.85
Jones	ABILENE, TX	34.17
Kaufman	DALLAS, TX	37.84
Kendall	SAN ANTONIO, TX	40.58
Kenedy	BROWNSVILLE, TX	88.6
Kent	ABILENE, TX	84.6
Kerr	SAN ANTONIO, TX	69.58
Kimble	SAN ANTONIO, TX	127.1
King	LUBBOCK, TX	94.55
Kinney	SAN ANTONIO, TX	123.2
Kleberg	BROWNSVILLE, TX	115.07
Knox	ABILENE, TX	80.33
La Salle	SAN ANTONIO, TX	97.45
Lamar	DALLAS, TX	112.89
Lamb	LUBBOCK, TX	52.4
Lampasas	AUSTIN, TX	83.4
Lavaca	AUSTIN, TX	90.93
Lee	AUSTIN, TX	62.57

Leon	HOUSTON, TX	5
Leon	DALLAS, TX	<u>123.24</u>
Liberty	BEAUMONT, TX	44.34
Liberty	HOUSTON, TX	<u>42.12</u>
Limestone	DALLAS, TX	99.74
Lipscomb	AMARILLO, TX	135.18
Live Oak	SAN ANTONIO, TX	78.94
Llano	AUSTIN, TX	78.29
Loving	LUBBOCK, TX	187.3
Lubbock	LUBBOCK, TX	5.37
Lynn	LUBBOCK, TX	31.15
Madison	HOUSTON, TX	105.4
Marion	WASKOM, TX	40.3
Martin	LUBBOCK, TX	100.3
Mason	AUSTIN, TX	103
Matagorda	HOUSTON, TX	92.21
Maverick	SAN ANTONIO, TX	148.38
Mc Mullen	SAN ANTONIO, TX	79.75
McCulloch	ABILENE, TX	104.02
McLennan	AUSTIN, TX	93.74
Medina	SAN ANTONIO, TX	37.98
Menard	ABILENE, TX	129.07
Midland	LUBBOCK, TX	119.76
Milam	AUSTIN, TX	75.31
Mills	AUSTIN, TX	108.45
Mitchell	ABILENE, TX	69.4
Montague	DALLAS, TX	100.84
Montgomery	HOUSTON, TX	44.44
Morris	WASKOM, TX	84.34
Motley	LUBBOCK, TX	88.83
Nacogdoches	WASKOM, TX	93.03
Navarro	DALLAS, TX	64.19
Newton	BEAUMONT, TX	67.65
Nolan	ABILENE, TX	52.28
Nueces	SAN ANTONIO, TX	144.83
Ochiltree	AMARILLO, TX	109.27
Oldham	AMARILLO, TX	42.17
Orange	BEAUMONT, TX	20.45
Palo Pinto	ABILENE, TX	87.9
Panola	WASKOM, TX	39.24
Parker	DALLAS, TX	71.46
Parmer	AMARILLO, TX	78.1
Pecos	LUBBOCK, TX	212.12
Polk	HOUSTON, TX	<u>82.62</u>
Polk	BEAUMONT, TX	<u>86.96</u>
Potter	AMARILLO, TX	12.74
Presidio	LUBBOCK, TX	354.3
Rains	DALLAS, TX	78.7
Randall	AMARILLO, TX	14.79
Reagan	ABILENE, TX	160.4
Real	SAN ANTONIO, TX	105.53
Red River	WASKOM, TX	130.67

Reeves	LUBBOCK, TX	239.97
Refugio	SAN ANTONIO, TX	136.44
Roberts	AMARILLO, TX	76.9
Robertson	AUSTIN, TX	107.84
Rockwall	DALLAS, TX	28.7
Runnels	ABILENE, TX	57.65
Rusk	WASKOM, TX	60.82
Sabine	WASKOM, TX	102.28
San Augustine	WASKOM, TX	82.7
~~San Jacinto~~	~~HOUSTON, TX~~	~~76.25~~
<u>San Jacinto</u>	<u>BEAUMONT, TX</u>	<u>106.35</u>
San Patricio	SAN ANTONIO, TX	137.18
San Saba	AUSTIN, TX	105.4
Schleicher	ABILENE, TX	134.6
Scurry	ABILENE, TX	79.32
Shackelford	ABILENE, TX	42.7
Shelby	WASKOM, TX	61.74
Sherman	AMARILLO, TX	80.4
Smith	WASKOM, TX	77.87
Somervell	DALLAS, TX	70.83
Starr	BROWNSVILLE, TX	110.86
Stephens	ABILENE, TX	66.4
Sterling	ABILENE, TX	114
Stonewall	ABILENE, TX	60.75
Sutton	ABILENE, TX	156.5
Swisher	AMARILLO, TX	51.6
Tarrant	DALLAS, TX	30.8
Taylor	ABILENE, TX	9.11
Terrell	SAN ANTONIO, TX	263.55
Terry	LUBBOCK, TX	39.53
Throckmorton	ABILENE, TX	70.05
Titus	WASKOM, TX	97.45
Tom Green	ABILENE, TX	96.58
Travis	AUSTIN, TX	8.79
Trinity	BEAUMONT, TX	113.52
Tyler	BEAUMONT, TX	59.64
Upshur	WASKOM, TX	61.23
Upton	LUBBOCK, TX	175.3
Uvalde	SAN ANTONIO, TX	78.3
Val Verde	SAN ANTONIO, TX	169.69
Van Zandt	DALLAS, TX	63.51
Victoria	SAN ANTONIO, TX	118.26
Walker	HOUSTON, TX	72.12
Waller	HOUSTON, TX	45.08
Ward	LUBBOCK, TX	194.94
~~Washington~~	~~HOUSTON, TX~~	~~74.18~~
<u>Washington</u>	<u>AUSTIN, TX</u>	<u>89.38</u>
Webb	SAN ANTONIO, TX	156.91
Wharton	HOUSTON, TX	67.04
Wheeler	AMARILLO, TX	109.14
Wichita	DALLAS, TX	143.55
<u>Wichita</u>	<u>ABILENE, TX</u>	<u>152.59</u>

Wilbarger	ABILENE, TX	154.84
Willacy	BROWNSVILLE, TX	51.98
Williamson	AUSTIN, TX	31.51
Wilson	SAN ANTONIO, TX	35.32
Winkler	LUBBOCK, TX	159.45
Wise	DALLAS, TX	68.49
Wood	DALLAS, TX	90.88
Yoakum	LUBBOCK, TX	75.2
Young	ABILENE, TX	95.14
Zapata	BROWNSVILLE, TX	152.23
Zavala	SAN ANTONIO, TX	98.37

**AMENDMENT NO. 3
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC**

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Texas Building and Procurement Commission ("TBPC" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council and Contractor previously entered into the Contract and now desire to amend the Contract; and

WHEREAS, the Council and the Contractor agree that revisions to the adder pricing in the Preliminary Negotiations Response and in Section 6 PRICING PROCESS of the Final Negotiation Response of Exhibit E are necessary to properly reflect the **\$.001 Leaking Underground Storage Tank (LUST) Trust Fund tax and the State's tax profile; and**

WHEREAS, the Council and the Contractor agree that if fuel is purchased outside the State of Texas the State will be invoiced pump price minus any federal excise taxes and any additional applicable excise taxes; and

WHEREAS, the Council and the Contractor agree to further amend Exhibit E, Final Negotiated Response with respect to the \$2.50 per activated card incentive; and

NOW, THEREFORE, the Council and Contractor hereby amend the Contract as follows:

1. The parties agree to delete the adder pricing of Exhibit E in its entirety and substitute Table No. 2-A attached hereto and incorporated by reference herein for all purposes. Table No. 2-A is comprised of one (1) page. Deletions are denoted by strikethrough font, and additions are in bold, underlined font.
2. The parties further agree that, in the event the Contractor signs and returns this amendment to the Council by June 12, 2006, the adder pricing in Table No. 2-A shall be in effect as of the billing cycle commencing May 1, 2006; provided however, that should the Contractor return the signed amendment after June 12, 2006, the adder pricing in Table No. 2-A shall be in effect as of the next billing cycle.
3. The parties agree that the any invoicing for fuel purchased while traveling outside the state of Texas will be invoiced at the rate of pump price minus any federal excise taxes and any additional applicable excise taxes.
4. The parties agree to expand the number of days within which the State is eligible to receive a \$2.50 per card incentive for new cards with transaction activity from 120 days as stated in Amendment # 1 to 150 days.

5. Except as amended herein, the Contract shall remain in force and effect throughout its term.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Comdata Corporation

Date: "EXECUTED 6-13-2006"

Date: _____

By: _____
Wayne Roberts, Chair Designee
Office of the Governor
State Council on Competitive Government

By: _____
Randy Morgan
Senior Vice President & General
Manager

TransMontaigne Product Services, Inc.

Date: _____

By: _____

Rick Eaton, Executive Vice President

TABLE No. 2-A OF CONTRACT NO. 050720-CCG-FC
Contractor's Revised Adders

OPIS Net Average Rack Price	Diesel Adder	Unleaded 87		Unleaded 87
		Octane Adder	Diesel Adder	Octane Adder
Abilene	0.3794	0.3566	0.3801	0.3576
Amarillo	0.3279	0.3494	0.3289	0.3501
Austin	0.3805	0.3533	0.3905	0.3543
Beaumont	0.3934	0.3719	0.3944	0.3729
Houston	0.3809	0.3497	0.3819	0.3507
Brownsville	0.3753	0.3194	0.3763	0.3201
Dallas	0.3858	0.3368	0.3868	0.3378
Waskom	0.3724	0.3530	0.3731	0.3540
Lubbock	0.3700	0.3540	0.3710	0.3550
San Antonio	0.363	0.3403	0.364	0.3413

2. Retail Fuel Purchases The CCG re-bid and awarded a contract for retail fueling and other vehicle related expenses. The card is a MasterCard and can be used at any location that accepts MasterCard. The CCG executed a contract with Comdata Corporation and TransMontaigne Services on February 26, 2006. The contract term runs through August 31, 2009, with two one-year renewal options. Amendment # 1, Amendment # 2 and Amendment #3 to the contract have been executed. Amendment #1 changes the time period for incentives, Amendment #2 changes a small number of pricing or rack cities and amendment # 3 describes the process that will take place when fuel is purchased out of state and increases the adder prices by \$.001 to allow for the Leaking Underground Storage Tank Tax (LUST) that was extended. Amendment #3 is currently in process that allows for an adjustment of \$.001 to the adder price to account for the Leaking Underground Storage Tank (LUST) Trust Fund tax. The previous contract with Voyager has been extended through June 30, 2006, to allow for a smooth transition between vendors. Through this contract with Comdata, rebates of 2.5 cents per gallon are available at over 3000 Texas locations. Also, a 2 cent per gallon rebate is available at over 150 Texas truck stop locations. For additional information about the Comdata fuel card and related services, visit their web site at www.iconnectdata.com. The State Office of Vehicle Fleet Management serves as the contract administrator.

AI-7743

13.A.8.

**Requesting to rescind bids for the "Construction of Headstart Kitchen"
CC REGULAR**

Date: 02/06/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Recommending to reject all bids received in connection with the "Construction of the New Hidalgo County Headstart Central Kitchen" in as much as all bids exceeded the available budget.

B. Requesting authority to re-advertise with approval of the redesigned plans and specifications through the project architect, ROFA for: "Construction of the New Hidalgo County Headstart Central Kitchen".

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1336-444-00-220-032-0-720

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance in 07 is \$500,000.00 as of 2/1/08.

Attachments

Link: [Headstart Kitchen](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 03:26 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 04:25 PM	APRV
3	Dale Kennan	Dale Kennan	02/01/2008 10:22 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Rocio Villarreal			Started On: 01/30/2008 03:45 PM	
Final Approval Date: 02/01/2008				

Ramon

From: Edmundo Garcia [egarcia@hchsp.org]
Sent: Wednesday, January 30, 2008 11:42 AM
To: ramon.vela@co.hidalgo.tx.us
Subject: FW: Head Start Kitchen Items for Commisiioners' Agenda
Attachments: K1 1R (3).pdf; FW HCHSP Central Kitchen Re-Design with Owners Commnts.htm

From: Teresa Flores [mailto:tflores@hchsp.org]
Sent: Tuesday, January 29, 2008 11:39 AM
To: ramon.vela@co.hidalgo.tx.us
Cc: 'Edmundo Garcia'
Subject: Head Start Kitchen Items for Commisiioners' Agenda

Hello Mr. Vela.

Thank you for your guidance in this matter. As you know this project came in way over the county's budget of \$500,000, prompting a "no action" vote at the Commissioners' Court. Head Start was instructed to work with the architects and find ways to bring the cost down.

After discussing it with the architects, they submitted a draft of a preliminary redesign which reduced the square footage of the building from approximately 4,103 to approximately 2,792. We have informed our liaison, Commissioner Flores's office and the Judges office of our plans to redesign and re-bid the project. Mr. Lozano, from the Judges office has informed us that he will talk to the judge upon his return tomorrow, Wednesday, January 30th.

In the meantime if we could proceed with the preparation of the agenda items to be submitted, it would save us some time and allow us to place the item on next week's agenda.

As best as we have been informed the procedure now would be to.

1. Ask the Commissioners' Court to take action by rejecting the previous bid.
2. Ask the Commissioners' Court for permission to redesign the building with the reduction in size and prepare the documents to re-bid.
3. Ask the Commissioners' Court for permission bid the project again.

The architects are "Rike Ogden Figueroa Allex Architects Inc" (ROFA)

We have attached the communication we had with Humberto Rodriguez at ROFA and his draft of the new redesign. I will submit the old design under another emThe major bulk of the reduction occurred in the storage area and the table space for preparation.

If you need more information, please do not hesitate to call us.

If

From: Edmundo Garcia [egarcia@hchsp.org]
Sent: Friday, January 25, 2008 2:00 PM
To: 'Teresa Flores'; 'San Juanita Rangel'
Subject: FW: HCHSP Central Kitchen Re-Design with Owners Commnts

Attachments: K1.1R.pdf

From: Humberto Rodriguez [mailto:humbertor@rofainc.com]
Sent: Friday, January 25, 2008 11:38 AM
To: egarcia@hchsp.org; Teresa Flores; sjrangel@hchsp.org
Cc: Luis A Figueroa AIA
Subject: HCHSP Central Kitchen Re-Design with Owners Commnts

Ladies and Gentlemen:

Enclosed find attached revised layout with the requested changes to the restrooms with the exception of reducing square footage.

Please note the following;

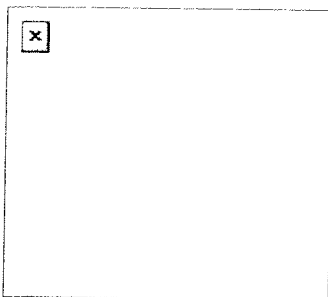
1. We still kept the janitor's closet and reduced the mechanical and storage area.
2. We are proposing to use a load bearing wall system with steel joists metal deck and a 3-ply modified bituminous roof system with a 20 year warranty in lieu of a pre engineered metal building and metal roof panels.

We are hoping that this change will make the building more cost effective.

Please review and get us an approved signed drawing by all parties so, we can proceed to get our construction documents revised.

Thank, you

Humberto Rodriguez, AIA
Associate



Rike Ogden Figueroa Allex
Architects Inc.
1007 Walnut Ave.
McAllen, Texas 78501

AI-7736

13.A.9.

**Requesting approval of specifications as attached hereto for:Purchase
of Uniforms and/or Accessories**

CC REGULAR

Date: 02/06/2008

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Yvette Islas

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting approval of specifications for: Purchase of Uniforms and/Or Accessories for Hidalgo County. RFB No. 2008-044-02-27-YSI.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: County Wide

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For funding availability please see the attached 2008 Expense Report.

Attachments

Link: [specifications](#)

Link: [2008 Exp Rpt for](#)

[Obj 119 & 605](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/01/2008 02:47 PM	APRV
2	Budget & Management	Dina Trevino	02/01/2008 03:20 PM	APRV
3	Dale Kennan	Dale Kennan	02/01/2008 04:00 PM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Yvette Islas

Started On: 01/30/2008 02:43 PM

Final Approval Date: 02/01/2008

Exhibit "A"
Hidalgo County
"Purchase of Uniforms and/or Accessories"
Bid No. 2008-044-02-27-YSI

SCOPE OF THE CONTRACT

This is a firm fixed-price contract calling for delivery of the products identified in the specifications. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions provided but, not limited to the following:

GENERAL REQUIREMENTS

- 1) The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or exceeded. Any bid that does not meet the minimum requirements and/or specifications specified will be rejected.
- 2) Vendor (s) are encouraged to bid on one or multiple items.
- 3) Specifications may vary by department. Colors, lettering and logos/emblems/seal may differ and no additional fees shall be assessed to the County on similar items.
- 4) Samples may be subjected to laboratory testing at the discretion of Hidalgo County.
- 5) Bidders are responsible for all testing costs of their sample garments.
- 6) Bidder must enclose evidence (dated manufacturers catalogs or similar) that this item is currently a commercial in-stock style. The successful bidder will provide a full size run of try-on garments within ten (10) days for approval.
- 7) Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year.
- 8) Garments must be manufactured to ISO 9001 quality assurance standard. (AG0304)
- 9) All uniforms shall be new and unused.
- 10) Departments will purchase uniforms "on an as needed basis"; there is no guarantee on annual volume.
- 11) Other Hidalgo County departments, not stated herein, may be included and may utilize this contract for the purchasing of uniforms and/or accessories that meet their specifications and those departments will make minor modifications to the lettering, colors, logos, seals and/or emblems if necessary at no additional charge.
- 12) Colors and embroidery will be forwarded to the awarded vendor upon purchase. Colors and embroidery will vary.
- 13) All emblem, seal, logos and embroidery fees shall be included in the unit price.

TERMS AND CONDITIONS

- 1.The initial term of this contract will be for a one (1) year term, with the County's option to extend the contract for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.
- 2.Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- 3.Vendor will make available a person(s) on an "As Needed Basis" to take measurements of employees prior to ordering.
- 4.Insurances required for this project are, general liability, automotive insurance, and worker's compensation. (Refer to Exhibit "C")
- 5.Hidalgo County reserves the right to award bid to separate/multiple bidders if it is in the best interest of the County.
- 6.Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.
- 7.Standard uniform deliveries will be made within 30 (thirty) days to 45 (forty-five) days from orders being placed.
- 8.All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Exhibit "A"
Hidalgo County
"Purchase of Uniforms and/or Accessories"
Bid No. 08-044-02-27-YSI

SPECIFICATIONS

JUVENILE PROBATION

BDU TROUSERS:

Propper (or equivalent to) pants
60% Cotton/ 40% Polyester
Color – Navy Blue
Sizes- X Small through X-Large

SWAT BOOTS

Sizes (Men) - 9 through 10 ½ W
Sizes (Women) 7 through 9

BELTS

Color- Black
Sizes- Small through X Large

YOUTH T-SHIRTS

Jeerzees Heavy Weight Blend (or equivalent to) t-shirts
50% Cotton/ 50% Polyester
Color- Navy blue with mustard yellow lettering on left side and back
Male and Females sizes- Small through X Large

YOUTH SHORTS

Jeerzees Heavy Weight Blend (or equivalent to) shorts
50% Cotton/ 50% Polyester
Color- Navy Blue with Mustard Yellow Lettering on Left Side.
Male and Female Sizes- Small through X Large

PICS INCLUDED

STAFF T-SHIRTS

Jeerzees Heavy Weight Blend (or equivalent to) t-shirts
50% Cotton/ 50% Polyester
Color- Navy Blue with Mustard Yellow Lettering on Left Side and Back
Male and Female Sizes- Small through XX Large

STAFF SHORTS

100% Polyester/ 100% Nylon
Color- Black with no lettering
Male and female sizes- Small through XX Large

WINDBREAKER JACKETS

Color- Blue or Black with Lettering on left side and back
Male and Female Sizes- Small through XX Large
Shell: 100% Nylon coated with 600 MM Acrylic
Body Lining: 65% Polyester/ 35% Cotton
Sleeve Lining; 100% Cotton or Shell: 100% Nylon Lining: 100% Polyester

V-NECK SHIRTS

Polyester/ Cotton Blend Fabric

Triple Stitch Short Sleeve

Color-Navy with No Lettering

Sizes- Male and Female small through 4 X Large

REGULAR LENGTH WALKING SHORTS

Polyester/ Cotton Blend

Elastic Waistband no drawstring or pockets

Color- navy with no lettering

Sizes- Male and Female small through 4X Large

HEAVY DUTY CANVAS STEP INS DECK STYLE SHOES

Canvas uppers, non skid rubber soles

Color- Navy

Sizes Male and Female 5-13

SPORT BRAS

Two ply lycra/cotton

Hookless pull on style no metal or plastic, racer style back

Color- White

Sizes- small through XX Large

WOMEN'S PANTIES

Brief style

Elastic waistband and leg bands, cotton

Color- white

Sizes 5 through 10

MEN'S BRIEFS

Cotton

Color- White

Size- Small through X Large

TUBE SOCKS

Cotton Polyester blend

Color- white

Size- small through large

SWEATSHIRTS

50% Cotton/ 50% Polyester

Long sleeves

Color- navy

Size- Medium through 3 XL

SWEATPANTS

50% Cotton/ 50% Polyester

Elastic Waistband, Removable Drawstring

Color- Navy

Size- Medium through 3 XL

DISPOSABLE SHIRTS AND TROUSERS

Spun bonded polypropylene, cloth like fabric

Color- Light blue

Size- Medium through XX Large

FIRE MARSHAL

LONG SLEEVE TWILL

5 ounce, 100% Cotton

Back Pleat

Double Needle Stitching

Patch Pockets

Button- down collars

Button- through sleeve plackets and adjustable cuffs

Fabric is garment washed

Shirts to be embroidered with "COUNTY SEAL" and Office wording

Sizes are M-XXL

Colors:

- White with Burgundy seal and black lettering
- Weathered Blue with Gold Seal and White lettering
- Weathered Forest with Gold Seal and white lettering
- Bright Burgundy with Navy Blue Seal and white lettering
- Classic navy with gold seal and white lettering
- Khaki with burgundy seal and black lettering
- Stone with burgundy seal and black lettering
- Faded Olive with hunter green seal and khaki lettering
- Black with gold seal and white lettering
- Athletic gold with burgundy seal and black lettering
- Sky blue with burgundy seal and khaki lettering
- Royal blue with white seal and white/blue lettering

SHORT SLEEVE TWILL

5 ounce, 100% Cotton

Double needle stitching

Patch pockets

Button- down collar

Double needle hemmed at sleeve cuffs

Fabric is garment washed

Shirts to be embroidered with "County Seal" and Office wording

Sizes are M-XXL

Colors:

- White with Burgundy seal and black lettering
- Weathered Blue with Gold Seal and White lettering
- Weathered Forest with Gold Seal and white lettering
- Bright Burgundy with Navy Blue Seal and white lettering
- Classic navy with gold seal and white lettering
- Khaki with burgundy seal and black lettering
- Stone with burgundy seal and black lettering
- Faded Olive with hunter green seal and khaki lettering
- Black with gold seal and white lettering
- Athletic gold with burgundy seal and black lettering
- Sky blue with burgundy seal and khaki lettering
- Royal blue with white seal and white/blue lettering

PICS INCLUDED

SPORT SHIRT POLO

6.1 ounce, 100% Cotton

Welt Collar

2 Button Placket

Side Seamed with a double needle stitched sleeve and bottom hem

Colorfast to maintain original color

Sizes will vary from M-XXL

Colors- Navy, Khaki, Red, Hunter Green, Black

DUTY POLO

70% Cool Max Fabric or equivalent to
Comfort fit pattern and extra long tails with side vents
30% Polyester Construction
½ inch 3M Scotchlite (or equivalent to) reflective trim around sleeves for greater visibility
Microphone keepers on shoulders and on front placket
Single pocket on left side
Shirts to have department badge embroidered on left chest
Sizes will vary from M-XXL
Colors- Navy, White, Black

T-SHIRTS

6 ounce, 100% Cotton combed ring spun cotton
18 singles
Taped shoulder to shoulder
Cover seamed front neck armholes and shoulders
Double needle sleeve and bottom hem
Sizes will vary from M-XXL
Colors- black, navy, khaki

SWEATSHIRT

Crewneck style with rib-knit collar
Cuffs and bottom
Smooth finish on outside and brushed fleece inside
Color-Navy

CLASS A SHIRT

Lightweight 4.5 oz 65% polyester/ 35% cotton
Military style shirt
Sewn in Creases
Scalloped pocket flap with pleated pockets
Short sleeve style to have convertible collar
Long sleeve style to have banded collar
Sizes will vary from M- XXL
Colors- White and Navy

TACTICAL PANT

Pre-washed
Fade Resistant
8.5 ounce 100 % cotton canvas
Action Waist
59 Heavy duty bartacks for strength and durability
YKK zip front fly with Prym snap
Rear slash pockets
Utility strap
Flashlight/cell phone pocket
Side Cargo Pockets
Solid brass d-ring
Double reinforced seat
Double knees and hidden knee pad pockets
30-44 waist sizes for men and 8-16 sizes for women

HEAVY DUTY WORK PANT

Stain-resistant

8 ounce 65% poly/ 35% cotton twill

Durable press finish so pants need little or no ironing

Button closure and button close back pocket

Full cut thigh, double stitched pockets

30-44 waist sizes for men and 8-16 sizes for women

Colors- Khaki, navy, black

CLASS A TROUSER

5 oz 65% polyester 35% cotton

Brass ratcheting YKK zipper

Crush- proof hook and eye closure

30-44 waist sizes for men and 8-16 sizes for women

Colors- Navy, Black, Khaki

TACTICAL TROUSER

6.5 oz 65% polyester/ 35% cotton twill

Gripper elastic waistband shirtstay

Two 8.5" deep rear flashlight pockets (sap pockets)

Two cargo pockets with extra pockets inside (outer pockets have Velcro closure and inside pockets have brass zipper closures)

Two back pockets with button tabs

Large keystone belt loops

Brass fly zipper with auto-lock closure

Split seam tailored construction

Extra strength tandem-needle seat seam

Triangular bartacks at all stress points

30-44 waist sizes for men and 8-16 sizes for women

Color- Navy, Black

WINDBREAKER

Two front slash pockets

Drawstring bottom

Snap front closure

Water repellent nylon shell

Lightweight flannel lining

Set in sleeves with elasticized cuffs

Sizes will vary from M- XXL

Color- navy

RAINCOAT

ANSI Class 3 Reversible 50" Raincoat

Has black 200 denier nylon shell that reverses to fluorescent orange-red 250 denier polyester

Made from NFPA 701 flame retardant material

ANSI Side has 360 degrees of 3M Scotchlite (or equivalent to) retroreflective striping

Sealed seams and storm front with snap closure for full protection

Raglan sleeves for easy movement

Coat to come with pass-through pocket for easy access to duty belt and gear.

Sizes will vary from M- XXL

DUTY JACKET

Duty jacket with three ply Taslan and Hiptex 2000 or equivalent.
Double storm flap
Storm collar and adjustable cuffs
Zip out Thinsulate liner for added warmth (or equivalent to)
360 degrees telescopic sleeve system for full arm extension
Convertible 3M Scotchlite reflective trim on cuffs (or equivalent to)
Side zippers for access to equipment
Pit zips for ventilation and easy emblem application
Two outside pockets with side handwarmer openings
Two inside pockets fully accessible with liner
Liner has additional pocket
Detachable epaulets
Sizes will vary from M- XXL
Colors- Navy, Black

OVERALLS

Duck Bib 100% Cotton
Large bib pocket and pencil division in front
Handy double rule pocket and hammer loop
Reinforced back pockets
Crossover high back
Triple stitching and bartacks
Sizes will vary from M- XXL

DUTY BOOT

8" Men's Waterproof ETC Safety Toe Zipper Boot (or equivalent to)
Lace to toe military styling
Steel toe boot meets ANSI Z41 PT99 M1/75 C/75 and ASTM F2413-05 standards
Side Zipper
Leather/Cordura nylon (or equivalent to)
Walogex membrane (or equivalent to)
Steel shank
Removable insole
Slip resistant vibram outsole (or equivalent to)
Sizes will vary: Men 8-12 and Women 6-9

STRUCTURAL BOOT

16" Bunker fire boots
Shoe fit design
Padded shin protector
Crack resistant poly shell
Black with safety yellow trim
Steel shank
Steel midsole
Steel toe
Waterproof
Lug outsole
Sizes will vary: Men 8-12 and Women 6-9

CAPS

Baseball type
100% polyester
Velcro adjustable strap
Color- Navy

SHERIFF'S OFFICE

POLYPROPYLENE (OR EQUIVALENT) PANTS

Polypropylene (or equivalent to) light weight, spun bonded pants, with elastic waist. In a 1.25 oz material weight. Porous construction accounts for breathable, economical, and disposable garment.

Color- Navy Blue

Sizes: Small- 5Xlarge

5.7 OZ POLO SHIRTS

Assorted colors of 65% Polyester/ 35% Cotton Polo Shirts in Male and Female Sizes with Embroidery on both left and right sides of breast of shirt. Embroidery might include ¾" Office Logo lettering, Dept. Lettering, Employees Name, or 2 ½" by 2 ½" Sheriff's Decal embroiderer in assorted Colors. On an as needed basis

Male Sizes with pocket from X-small to 6 XLarge

Female Sizes w/out pocket from X-small to 6 XLarge

Assorted Shirt colors to include red, white, navy, tan, royal, yellow, purple, Kelly, hunter green, black , light blue, burgundy and gray.

Blue generation easy-care service wear Poplins (or equivalent) polyester/ cotton blend, Teflon stain release treated, wash and wear, soft touch finish, rib knit collar & cuffs, wood toned buttons.

5.5 OZ POPLIN SHIRTS

Assorted colors of 65% Polyester/ 35% Cotton Poplin Shirts in Male and Female Sizes with Embroidery on both left and right sides of breast of shirt. Embroidery might include ¾" Office Logo lettering, Dept. Lettering, Employees Name, or 2 ½" by 2 ½" Sheriff's Decal embroiderer in assorted Colors. On an as needed basis

Male Sizes with pocket from X-small to 6 XLarge in both long and short sleeve with pocket

Female Sizes w/out pocket from X-small to 6 XLarge in both long and short sleeve w/out pocket

Assorted Shirt colors to include red, white, navy, tan , royal, yellow, purple, Kelly, hunter green, black , light blue, burgundy and gray.

Blue generation easy-care service wear Poplins (or equivalent) polyester/ cotton blend, Teflon stain release treated, wash and wear, soft touch finish, rib knit collar & cuffs, wood toned buttons

FORCE 10 JACKET (EQUAL OR BETTER)

WATERPROOF/BREATHABLE

Waist length duty jacket with weatherproof windproof/waterproof/ breathable system, zipper front, zipper fly, pleated two-way pockets, adjustable cuffs, shirt collar style, and zippered side vents with elasticized side tabs. Removable thermal liner. Color in Navy or Brown.

I. FABRIC/MATERIALS

Outer shell: Extreme all weather laminate technology fabric. Two layer laminated construction with 3-ply supplex Supreme face fabric. 100% nylon Supplex 70 denier in the warp and in the filling, plain weave, 3-ply thread construction.

The fabric shall have a minimum non-coated weight of 3.5 ounces per square yard with a thread count of 154 in the warp and 62 in the filling (+-10%). The fabric shall have good color fastness and crocking.

The fabric shall have to maintain a Mullens Hydrostatic rating of 75 psi during the five (5) year guaranteed life of the jacket. Any jacket tested by the Equipment Services Section that fails to remain at 75 psi shall be repaired or replaced by the vendor at the vendor's expense.

Lining Fabric: Black nylon taffeta lining. Plain weave, 70-denier nylon type 66 continuous filament yarns with 34 filaments, melting point 455 degree Fahrenheit. The fabric shall have a minimum weight of 1.80-ounces/sq. yard with a thread count of 104 in the warp and 86 in the filling (+-2%). The fabric shall have good color fastness and crocking.

Breaking Strength:	Warp 125 lbs., Filling 85 lbs (+-5%)
Tear Strength:	Warp 3.5 lbs., Filling 2.1 lbs (+-5%)
Shrinkage:	Warp 2%, Filling 2%.

Removable Liner: The face of the removable liner shall be 100% nylon taffeta and the inner side shall be 100% nylon tricot, both color black. The thermal batting is to be 7.5-ounce polyester fiber. The stitch pattern is to be 6" diamond.

Interlining: White Pellon C-39

Knitting: 100% nylon stretch knit, continuous filament yarn 400 denier, with a minimum of 16 wales and 32 courses, rating to light, perspiration and wet/dry cleaning to be a minimum of 4. Wristlet 3 x 8.

Fleece Pocketing: Black, Fleece.

Fasteners: All fasteners shall be as follows or equivalent:

Zippers: Front zipper, #8, Delrin with 2 sliders.
Liner zipper, #5, Delrin with 1 slider.
Pocket zipper #2, coil with 1 slider.
Side zipper, #6, coil with 1 slider.
Sleeve zipper, #2, coil with 1 slider.

Snap: The snaps shall 24 ligne universal prong snaps that have been oxidized to prevent rusting,

Eyelets: Black, metal, small.

Thread: All thread shall be polyester thread with a wrap with a thirty (36) strength in a fifty (50) size or better.

Seam Tape: Composite seam sealing tape that is compatible to the composite fabric, 7/8" wide.

Elastic: Natural color, 1-1/2" Bi-swing.
Natural color, 2" Waistband.
Natural color, 1" Cuff.

Binding: Black, 1-3/4" wide, nylon bias.

Velcro: Black, 5/8" wide, hook & loop.

Metal Buttons: 24 Ligne.

Button Rings: Silver rings.

II. DESIGN FEATURES

FRONT: There is to be a front zipper that shall run from the bottom of the jacket to the neck collar seam with a two-way zipper. Under the zipper and offset on the facing shall be a 1-1/2" wide zipper fly, which runs the full length of the front to stop water and other liquids. There shall be two-way compartment pleated pockets that shall be placed 2" above the waistband. There shall be a badge holder above the left flap, made of shell fabric with two small black metal eyelets set 1-1/8" apart. The holder is to be 1" by 2-1/4", centered over the pocket flap, at chest height.

POCKETS: Pockets to measure 7-1/2" wide by 8" deep, pleat to measure 1-1/2". Muff pockets shall be formed under each pocket with a 5-3/4" opening on the sleeve side. Pockets are to close with scalloped flaps that measure 2-1/2" at the points and 3-3/8" at the center. Flaps are to be held down with velcro loops at the flap corners. 24 ligne metal buttons to be attached with rings at the center point through a buttonhole. A separate pencil pocket shall open between the left flap and pocket.

COLLAR: The collar is to be cut in a shirt collar style with a collar stand. The collar is to measure 3-1/2" at the points and 4" at the center. Collar to be interlined but not zigzag stitched. There shall be hanger made out of the outer shell fabric that is set at the center of the neck collar seam.

BACK DESIGN: The back shall be a plain full cut back with an elasticized waistband that extends to the zippered side vents. The front waistbands shall have a plain section 5" from the front zippers and shirred with elastic to the zippered side vents. The waistband shall measure 2-1/2" wide.

SLEEVES: The sleeves shall be a one-piece design with elasticized adjustable cuffs.

ADJUSTABLE CUFFS: The cuff shall be a one-piece design made out of self-material and shall measure 1-3/4" wide. The top half of the cuffs shall have heavy-duty 1-1/2" wide elastic stretched and sewn with double needle stitch. There shall be cuff tabs that measure 1-1/4" wide and taper to 3/4" wide, 3-1/2" long with a large snap (male portion). There shall be two large snaps (female portion) set 2" apart for cuff adjustments.

EPAULETS: There shall be epaulets set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be cross-stitched and shall have a buttonhole. The epaulets are to measure 2-1/4" at the shoulders and 2" at the points. The epaulets shall be interlined. The epaulets shall be backtacked to the shoulder neck seam. The epaulets are to fasten with a 24-ligne metal button with a button ring through the buttonhole.

SIDE VENTS: The zippered side vents are to be finished with a coil #6 size 10" long zipper with a reversible slider. There shall be side tabs made out of the self-material set to the bottom back vent, which will be elasticized with 1" elastic. The side tab shall have a snap (male portion) and shall snap across the bottom vent of the waistband with a snap (female portion) set on the front and back of the zippered side vent. The side tab shall measure 1" by 3" long.

LINING: The jacket is to be fully lined with nylon taffeta. There is to be a patch pocket made out of outer shell fabric placed on the left side. It is to have a 6" zipper opening and to measure 7" x 7-1/2". The lining sleeves shall be a one-piece design with a sleeve zipper to allow emblems and embroidery applied without affecting waterproofness and contamination. There shall be a shell reinforcement panel sewn into the neck seam to secure the liner with a 24 ligne snap. The panel shall measure approximately 4" in width and in length. This panel shall also have the brand label and the permanent size labels sewn on.

FACINGS: The facings are to be made out of outer shell fabric. The facings are to measure approximately 1-1/4" wide and shall be as long as the front length, not including the waistband. The liner attaching zippers are to be placed on the facings.

REMOVABLE LINER: The removable thermal liner is to have body and sleeve insulation. The cuffs are to be held in place with metal snaps. In the neck area there will be a black knit collar and a large metal snap. The liner will be attached to the jacket with #5 delrin zippers, 18" long, set on the front facings. Under the armholes will be a 4" by 12" knit gussets for movement. There shall be knit wristlets and large metal snaps at the cuff area for attachment. There will be 5-3/4" vents at the bottom of the side seams. The quilt parts will be bound with 1-3/4" black nylon bias binding. There shall be one patch pocket on the left side.

LABELS: Each jacket shall have a permanent brand label, a care instruction label, ID label, and permanent size labels.

HANGTAGS

SILENCE OF SPECIFICATION: The apparent silence of the specification as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the

best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.

III. MEASUREMENTS

SIZING: The manufacturer shall be capable of providing all sizes for men and women, including any special size requirements. The manufacturer shall have a company representative or authorized dealer available to assist with the fittings of the garments at no additional cost.

The following sizes have been established.

SIZE CHART:

SIZE	FINISHED CHEST	BACK LENGTH	SLEEVE INSEAM
SMALL (36-38)	48	26	20
MEDIUM (40-42)	52	26	20
LARGE (44-46)	56	26	20
X-LARGE (48-50)	60	26	20
XX-LARGE (52-54)	64	26	20
XXX-LARGE (56-58)	68	26	20
XXXX-LARGE (60-62)	72	26	20
TOLERANCES	+ -1"	+ -1/2"	+ -1/2"
LONG LENGTH	+ -1"	+1"	+1"
X-LONG LENGTH	+ -1"	+2"	+2"

PRECINCT NO. 4

STANDARD INDUSTRIAL SHIRTS/SMOCKS

Long Sleeve

Short Sleeve

Extended Sizes (Any additional costs)

65% Polyester/ 35% Cotton

Blue Approximately 235

Navy Approximately 20

EMBLEMS

County Emblem (Left Breast Attachment)

*Emblem Consists of White Thread/ Cursive Lettering on a 4 1/2" x 2 1/2" Navy Blue Patch Reading

"HIDALGO COUNTY PCT. #4"

Name (Right Breast Direct Embroidery)

*Name will be Employees First or Last Name in 1" Black Thread Cursive Letters

ELECTIONS DEPARTMENT

DUTY POLO

70% Cool Max Fabric or equivalent to
Comfort fit pattern and extra long tails with side vents
30% Polyester Construction
½ inch 3M Scotchlite (or equivalent to) reflective trim around sleeves for greater visibility
Microphone keepers on shoulders and on front placket
Single pocket on left side
Shirts to have department badge embroidered on left chest
Sizes will vary from Medium to 3XL
Colors- Dark Navy Blue/ Logo Color- Gold

BOOT CAMP

T-SHIRTS

50/50 Poly Cotton Blend, Adult size, short sleeve, full cut round neck, pre-shrunk
Sizes: Medium through 2XL
Colors: white, navy, green, red, royal, orange, maroon, khaki
All colored shirts need the County Emblem as well as the Boot Camp

BOXER BRIEFS

Preshrunk, white, 50-50 Poly cotton sizes small (30-32) through 2XL (46-48 Waist)

SWEATSHIRT

Crew neck, adult sizes, premium weight fleece
Approximate 50/50 cotton and polyester
Color- ash gray

SWEATPANTS

Adult sizes, premium weight fleece
Approximate 50/50 cotton and polyester
Color- ash gray

LONG SLEEVE TWILL

5 ounce, 100% Cotton
Back Pleat
Double Needle Stitching
Patch Pockets
Button- down collars
Button- through sleeve plackets and adjustable cuffs
Fabric is garment washed
Shirts to be embroidered with "COUNTY SEAL" and Office wording
Sizes are M-XXL
Various Colors
Gold Seal and White Lettering, Burgundy Seal and Black Lettering, Navy Blue Seal and White Lettering

SPORT SHIRT POLO

6.1 Ounce 100 % Cotton
Welt Collar
2 Button Placket
Colors: navy, red, hunter green, black, white with County Seal and office wording
Sizes vary from Small-2XL

COOKING HATS

Disposable white, (Sizes med, large)

SWEAT ASH GRAY TOP

Crew Neck 50% Cotton, 50% Polyester, Collar, cuffs

Waistband is covered-seamed and ribbed
Sizes small, medium and large

SWEAT ASH GRAY BOTTOM

50% Cotton, 50% Polyester
Elastic cuffs
Sizes small, medium and large

T-SHIRT CREW NECK

White, preshrunk, durable taped neck, shoulder seams, extra long tail,
100% cotton
sizes: small, medium, large adults

BOXER UNDERWARE

Durable, poly/cotton blended white boxer shorts, elastic waistbands and fly front
Sizes: small, medium, large (adult)

SOCKS

White crew socks, 86% cotton, 14% man made fiber
Reinforced gray heel and toe
Extra thick cushioned foot

RUNNING SHOES

Heavy duty with breathable eyelets, reinforced rubber toe cap, full cushion insoles, non-skid, non marking
Sizes 7 ½ through 11

PRECINCT NO. 1

PATCHES, EMBLEMS OR EMBROIDERY

Precinct Emblem (Left Breast Attachment)

*Emblem Consists of Blue and Yellow County Shape, with County Emblem Reading PCT. 1 and Star within it.

PICS INCLUDED

Name (Right Breast Attachment)

*Name will be Employees First or Last Name in White Thread Cursive Letters on a 3 ½" x 1 ½" Patch.

IT DEPARTMENT

SHIRTS

Cotton button up shirt with pocket in both long sleeve and short sleeve with County Logo/ IT Department emblem in color choice of blue, red, maroon, khaki or green
Sizes vary from small through 2XL.

SPORT SHIRT POLO

6.1 ounce, 100% Cotton
Welt Collar
2 Button Placket
Side Seamed with a double needle stitched sleeve and bottom hem
Colorfast to maintain original color
Sizes will vary from S-XXL
With County Logo and IT Department emblem in the following color choices.
Colors- Blue. Red, Maroon, Khaki, Green

332ND DISTRICT COURT

JUDICIAL ROBES

Designed to close with a hook and eye at the top and two loops at chest level.
Material must be 100% Polyester or Dacron/Wool

ACADEMIC CAPS

Mortarboard with folding crown. Four, Six and Eight Corner

TASSELS

Regular silk, Two button, silky tassel or gold metallic tassel

MASTER COURT NO. 2

JUDICIAL ROBE

Traditional open sleeve, judicial design with a smooth shoulder yoke and distinctive front panels.
Concealed waist length zipper closure.
Men sizes: Average and Husky
Length: Short, Regular and Tall
Women Sizes: Small and Medium
Should include carry case

CONSTABLE PRECINCT NO. 3

RAINCOAT

48" Vinyl Raincoat with sealed seams, pass through pockets, non-corrosive snap-front closure; detachable, snap on hood, ventilated back and underarms, and screen printed on the back in Black with Constable in capital letter 4" (Sizes from small to XXXXL)

TROUSER BELT

1 ¾" Black leather belt, hand-creased with rubbed edges with removable nickel buckle with plain finish
(Sizes 28 to 50 waist)

TIE

Taupe color, Clip-on tie, with buttonhole you can slide small end of tie through the loop and button to shirt, size Regular (17½") Long (19 ½"), 3" wide with permanent knot, made of polyester

TACTICAL UNIFORM

Shirt: Long sleeve, pen/pencil pocket, two large chest pockets with hidden buttons, reinforced elbows, hidden button front, adjustable waist and cuff tabs, double stitched seams, Brown in color (size from regular or long from small to XXXXXL)

PANTS

BDU pants, Brown in color, sizes from regular or long from small to XXXXXL, constructed from 7.0 oz./ 65% poly / 35% cotton. Roomy thigh back pockets with hidden buttons, reinforced knees and seats, waist tabs, drawstrings button, button fly

CAPS

Hot weather combat cap, Brown in color, constructed from 65% poly / 35% cotton (size from small to XXL)

T SHIRTS

Constructed from 65% poly / 35% cotton, brown in color (sizes from small to XXXXL)

NAME STRIPS

Embroidered name strips, Khaki in color with black lettering and applied to shirt to shirt to the tactical uniform shirt

RED SHOLDER CORDS

See attached photo

UNIFORM PATCHES

See attached photo, subject to change colors

DRESS GLOVES

White in color, with snaps, 100% cotton (sizes medium to X Large)

REPLACEMENT BUTTONS FOR SHIRTS

The Star of Texas with Texas spelled out on the button, one button finish will be silver and the other button finish will be gold, with toggles/ washers (see attached photo)

RAIN COVERS FOR HATS

Plastic covers for hats 4"brim

COWBOY HATS

Straw hats, Stetson straw (equal or better) Style: Roper, Color Silver Belly, 4" Brim with brown eyelits, quality 4 X to 10 X, brown brim strap (sizes: 6 ¾ and up)

Felt cowboy hat: Stetson felt (equal or better), Style: Roper, Color Silver Belly, 4" brim, quality 4X or better (sizes 6 ¾ and up)

SHIRTS

Button down oxford 60% cotton / 40% poly, colors white, khaki and light blue (Men's sizes small to XXX Large and Women's small to XX Large)

MISCELLANEOUS**CAPS**

Mesh baseball cap 65% polyester / 35% cotton 100% mesh back w/ embroidered department emblem (emblems may vary) adjustable

SHIRT

Body armor under shirt (sizes small and up)

TWILL LONG SLEEVE SHIRT

Embroidered with name and department emblem or badge (sizes small and up)

POLO SHIRT

Short sleeve polo shirt with name and department emblem or badge (sizes small and up)

TRADITIONAL WORK COAT (equal or better)

Constructed from 12 oz. firm hand 100% cotton duck material, 100% nylon quilted-to-polyester artic weight lining, corduroy top collar with snaps under the collar and zipper front with Velcro wind flap (color duck brown) sizes small and up

PRECINT NO. 3**LONG SLEEVE TWILL**

5 ounce, 100% Cotton

Back Pleat
Double Needle Stitching
Patch Pockets
Button- down collars
Button- through sleeve plackets and adjustable cuffs
Fabric is garment washed
Shirts to be embroidered with "COUNTY SEAL" and Office wording
Sizes are S-XXL
Colors: White with Burgundy seal and black lettering
 Weathered Blue with Gold Seal and White lettering
 Weathered Forest with Gold Seal and white lettering
 Bright Burgundy with Navy Blue Seal and white lettering
 Classic navy with gold seal and white lettering
 Khaki with burgundy seal and black lettering
 Stone with burgundy seal and black lettering
 Faded Olive with hunter green seal and khaki lettering
 Black with gold seal and white lettering
 Athletic gold with burgundy seal and black lettering
 Sky blue with burgundy seal and khaki lettering
 Royal blue with white seal and white/blue lettering

SECURITY DEPARTMENT

BREATHABLE POLO STYLE BIKE PATROL SHIRT

Teflon and Supplex plated fabric (or equivalent to) for fade and stain resistance
Underarm vents of Cool Max Fabric or equivalent to
Breathable fabric
Zipper front
Shirts to have department badge embroidered on left chest
Sizes will vary from M-XXXL
Colors-Navy, Black

CLASS A ZIPPER FRONT SHIRT

65% Cool Max Fabric or equivalent to
35% Polyester
Zipper front, mock button closure
Pleated pockets with scalloped flaps
Left pocket pencil divider
Badge Tab with full inner sling
Convertible front collar
Velcro closure
Shoulder epaulets
Sewn-in creases
Extra long tails
Fabric lined yoke
Sizes will vary from M-XXXL
Colors-Navy, Black

COLOR BLOCK TWO TONE POLO SHIRTS

Must be constructed of moisture wicking and fade resistant fabric
Two-tone color blocked body White top /Black bottom
Two-button polo styled placket with integrated microphone keeper
Hidden chest pocket with concealed zipper closure
Reflective tape around the sleeves and piping across the front and back chest

Shoulder epaulets
Long body and split-tail hem longer in the back
Single needle top stitching
Sizes will vary from M-XXXL

TACTICAL UNIFORM PANT

65% Polyester, 35% Rayon
Permanent creases
Large keystone belt loops
Deep rear flashlight pockets
Diamond gusset crotch
Hidden zippered security pocket
With cargo pockets
Un hemmed
Waist Sizes from 32 to 40
Color- Khaki

ALL SEASON LAW DUTY JACKET

100 nylon shell with taffeta lining
Removable lining for versatility
10" zippered side vents with snap closures gun pocket
3 inside pockets, includes snap closure gun pocket
Removable pile fur collar
2-way zipper front closure
2 front pockets with side entry for hands and top entry for items
In sizes from S (34-36) to 2XL (50-52)
Color-Black

Run Date 02/01/08 03:58 PM

Hidalgo County

Page No 1

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND							
8-1100-412-00-002-001-0-605	93RD DC-CLOTHING & UNIFORMS	385.00	.00	.00	.00	385.00	.00
8-1100-412-00-003-001-0-605	139TH DC-CLOTHING AND UNIFORMS	700.00	.00	.00	.00	700.00	.00
8-1100-412-00-006-001-0-605	332ND DC-CLOTHING & UNIFORMS	400.00	.00	.00	.00	400.00	.00
8-1100-412-00-032-001-0-605	MASTER CRT II-CLOTHING & UNIFORMS	341.00	.00	.00	.00	341.00	.00
8-1100-412-00-068-001-0-605	JP PCT 4/PL 2-CLOTHING & UNIFORMS	500.00	.00	.00	.00	500.00	.00
8-1100-412-30-085-003-0-605	PUBLIC DEFENDER-CLOTHING & UNIFORMS	300.00	174.65	.00	.00	125.35	58.22
8-1100-415-15-140-001-0-119	TAX OFF-CLOTHING ALLOWANCE	1,000.00	.00	53.84	53.84	946.16	5.38
8-1100-415-50-190-002-0-605	HUMAN RESOURCES-CLOTHING & UNIFORMS	100.00	.00	.00	.00	100.00	.00
8-1100-419-40-220-001-0-605	GEN GOVT BLDG-CLOTHING & UNIFORMS	8,000.00	.00	.00	.00	8,000.00	.00
8-1100-419-40-220-003-0-605	CRTHSE PK LOT-CLOTHING & UNIFORMS	4,300.00	.00	.00	.00	4,300.00	.00
8-1100-419-50-115-059-0-605	DBM-SAFETY DIV-CLOTHING & UNIFORMS	1,200.00	486.00	.00	.00	714.00	40.50
8-1100-421-00-280-001-0-119	SHERIFF-CLOTHING ALLOWANCE	45,500.00	.00	2,433.87	2,433.87	43,066.13	5.35
8-1100-421-00-280-001-0-605	SHERIFF-CLOTHING & UNIFORMS	86,750.00	45.80	.00	.00	86,704.20	.05
8-1100-421-00-291-001-0-605	CONSTABLE PCT.1-CLOTHING & UNIFORMS	4,500.00	.00	.00	.00	4,500.00	.00
8-1100-421-00-292-001-0-605	CONSTABLE PCT.2-CLOTHING & UNIFORMS	3,000.00	.00	.00	.00	3,000.00	.00
8-1100-421-00-293-001-0-605	CONSTABLE PCT.3-CLOTHING & UNIFORMS	5,000.00	1,980.00	.00	.00	3,020.00	39.60
8-1100-421-00-294-001-0-605	CONSTABLE PCT.4-CLOTHING & UNIFORMS	3,000.00	.00	.00	.00	3,000.00	.00
8-1100-421-00-295-001-0-605	CONSTABLE PCT.5-CLOTHING & UNIFORMS	3,000.00	239.85	.00	.00	2,760.15	8.00
8-1100-422-10-300-001-0-605	EMERG SRVS-FM-CLOTHING & UNIFORMS	6,000.00	.00	.00	.00	6,000.00	.00
8-1100-423-21-280-002-0-119	JAIL-CLOTHING ALLOWANCE	2,500.00	.00	126.91	126.91	2,373.09	5.08
8-1100-423-21-280-002-0-605	JAIL-CLOTHING & UNIFORMS	70,000.00	564.60	.00	.00	69,435.40	.81
8-1100-423-32-330-001-0-605	JUV DET HM-CLOTHING & UNIFORMS	5,000.00	.00	144.50	144.50	4,855.50	2.89
8-1100-423-60-330-002-0-605	JUV PROB-CLOTHING & UNIFORMS	2,500.00	999.00	.00	.00	1,501.00	39.96
8-1100-432-00-121-001-0-605	SANITATION PCT.1-CLOTHING & UNIFORMS	500.00	.00	.00	.00	500.00	.00
8-1100-432-00-122-001-0-605	SANITATION PCT.2-CLOTHING & UNIFORMS	1,500.00	.00	.00	.00	1,500.00	.00
8-1100-432-00-123-001-0-605	SANITATION PCT.3-CLOTHING & UNIFORMS	3,500.00	279.96	-4.74	-4.74	3,224.78	7.86
8-1100-432-00-124-001-0-605	SANITATION PCT.4-CLOTHING & UNIFORMS	2,700.00	.00	.00	.00	2,700.00	.00
8-1100-441-00-340-001-0-605	HEALTH ADM-CLOTHING & UNIFORMS	3,000.00	.00	.00	.00	3,000.00	.00
8-1100-444-00-360-001-0-605	CHILD WELFARE-CLOTHING & UNIFORMS	3,590.00	.00	.00	.00	3,590.00	.00

Run Date 02/01/08 03:58 PM

Hidalgo County

Page No 2

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND						
8-1100-466-00-122-018-0-605 PCT 2 CRC-CLOTHING & UNIFORMS	75.00	.00	.00	.00	75.00	.00
8-1100-466-00-122-082-0-605 PCT 2 CRC S TOWER RD-CLOTHING & UNIFORMS	100.00	.00	.00	.00	100.00	.00
1100 GENERAL FUND	268,941.00	4,769.86	2,754.38	2,754.38	261,416.76	2.80
1200 R&B COUNTY WIDE						
8-1200-431-00-122-004-0-605 CO SHOP-CLOTHING & UNIFORMS	90.00	.00	.00	.00	90.00	.00
1200 R&B COUNTY WIDE	90.00	.00	.00	.00	90.00	.00
1201 R&B PRECINCT NO.1						
8-1201-431-00-121-005-0-605 PCT.1 P/U RD-CLOTHING & UNIFORMS	1,300.00	478.50	.00	.00	821.50	36.81
1201 R&B PRECINCT NO.1	1,300.00	478.50	.00	.00	821.50	36.81
1202 R&B PRECINCT NO.2						
8-1202-431-00-122-006-0-605 PCT.2 P/U RD-CLOTHING & UNIFORMS	500.00	.00	.00	.00	500.00	.00
1202 R&B PRECINCT NO.2	500.00	.00	.00	.00	500.00	.00
1203 R&B PRECINCT NO.3						
8-1203-431-00-123-005-0-605 PCT.3 P/U RD-CLOTHING & UNIFORMS	1,000.00	839.98	.00	.00	160.02	84.00
1203 R&B PRECINCT NO.3	1,000.00	839.98	.00	.00	160.02	84.00
1204 R&B PRECINCT NO.4						
8-1204-431-00-124-005-0-605 PCT.4 RD ADM-CLOTHING & UNIFORMS	100.00	.00	.00	.00	100.00	.00
8-1204-431-00-124-007-0-605 PCT.4 P/U RD-CLOTHING & UNIFORMS	8,000.00	23.84	.00	.00	7,976.16	.30
1204 R&B PRECINCT NO.4	8,100.00	23.84	.00	.00	8,076.16	.29
1211 PARKS PRECINCT NO.1						
8-1211-452-00-121-013-0-605 PARKS PCT.1-CLOTHING & UNIFORMS	500.00	14.95	.00	.00	485.05	2.99
1211 PARKS PRECINCT NO.1	500.00	14.95	.00	.00	485.05	2.99
1212 PARKS PRECINCT NO.2						
8-1212-452-00-122-008-0-605 PARKS PCT.2-CLOTHING & UNIFORMS	400.00	.00	.00	.00	400.00	.00
1212 PARKS PRECINCT NO.2	400.00	.00	.00	.00	400.00	.00
1213 PARKS PRECINCT NO.3						
8-1213-452-00-123-008-0-605 PARKS PCT.3-CLOTHING & UNIFORMS	300.00	.00	.00	.00	300.00	.00
1213 PARKS PRECINCT NO.3	300.00	.00	.00	.00	300.00	.00
1214 PARKS PRECINCT NO.4						
8-1214-452-00-124-009-0-605 PARKS PCT.4-CLOTHING & UNIFORMS	1,200.00	.00	.00	.00	1,200.00	.00
1214 PARKS PRECINCT NO.4	1,200.00	.00	.00	.00	1,200.00	.00
1285 DESIGNATED PURPOSE GRANTS LVL 5						
8-1285-421-00-293-005-8-119 STOP TRUANCY-CLOTHING ALLOWANCE	.00	.00	61.53	61.53	-61.53	.00
1285 DESIGNATED PURPOSE GRANTS LVL 5	.00	.00	61.53	61.53	-61.53	.00
1295 POST ADJUDICATION JUVENILE BOOT CAMP						

Run Date 02/01/08 03:58 PM

Hidalgo County

Page No 3

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1295 POST ADJUDICATION JUVENILE BOOT CAMP						
8-1295-423-00-330-028-0-605 WESL B/C-CLOTHING & UNIFORMS	3,500.00	.00	.00	.00	3,500.00	.00
1295 POST ADJUDICATION JUVENILE BOOT CAMP	3,500.00	.00	.00	.00	3,500.00	.00
8 YEAR	285,831.00	6,127.13	2,815.91	2,815.91	276,887.96	3.13

AI-7731

13.A.10.

Elevators

CC REGULAR

Date: 02/06/2008

Submitted By: Mary Maldonado, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo
County

Information

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Kone, Inc. for Elevator Maintenance Service and Repair.

BACKGROUND

Letter from vendor

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1100-419-40-220-001-0-431

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$340,767.24 as of 1/31/08.

Attachments

Link: [Elevators](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 01:09 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 02:10 PM	APRV
3	Dale Kennan	Dale Kennan	01/31/2008 04:07 PM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Mary Maldonado			Started On: 01/30/2008 10:30 AM	
Final Approval Date: 02/01/2008				



PURCHASING DEPARTMENT
County Of Hidalgo

January 30, 2008

Mr. Kevin Kisamore
Kone, Inc.
12017 Starcrest Dr.
San Antonio, Tx. 78247

Re: Elevator Maintenance Service and Repairs

Dear Mr Kisamore:

Commissioners' Court will take applicable action (Wednesday, February 6, 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current requirement agreement (under the same rates, terms and conditions). Effective date of renew/extension is March 3, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, 5:00p.m., Thursday, January 31, 2008, via facsimile to (956) 956-318-2629.

By:

Date:

1/30/08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager

AI-7724

13.A.11.

Lubricants

CC REGULAR

Date: 02/06/2008

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting approval to exercise the sixty (60) days grace period extension (as provided in the current contract) with Oil Patch Fuel & Supply, Inc. while completing the procurement process.

BACKGROUND

Letter to vendor

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: various

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This is a countywide contract. Various Depts use this vendor. Vendor #139262.

Requesting authority to exercise the 60 day extension period as provided in contract.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 01:08 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 01:37 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/01/2008 09:29 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Mary Maldonado

Started On: 01/30/2008 09:28 AM

Final Approval Date: 02/01/2008

AI-7754

13.A.12.

**Hidalgo County Pool Of Professional Services-Authority To Advertise
For Additional Services and Approval Of Requirements**

CC REGULAR

Date: 02/06/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting authority to advertise for "Hidalgo County Pool for Professional Services" and approval of qualifications, requirements, and scopes of services as attached hereto for the purposes of expanding the professional services pool for the following:

- Engineering Services (RFQ No: 2008-073-03-05)
- Architectural Services)RFQ No: 2008-074-03-05)
- Construction Materials Testing Services (RFQ No: 2008-075-03-05)
- Real Estate Appraisers (RFQ No: 2008-076-03-05)
- Surveyors (RFQ No: 2008-076A-03-05)

for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol-as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services set forth with an expiration term of 2-08-09 and for use by all Hidalgo County funding sources (i.e., R&B,CIP, CAP, Gen. Fund, All Grants, etc.)

BACKGROUND

This is a County Wide project and funding would need to be available and bugeted by user department.

Pool of Professional Services will include all funding sources (i.e. R&B, CIP, CAP, General Fund, All Grants, etc.) from all County Departments, Programs, and Entities.

Proposed schedule of events:

-Advertisement Dates:

Feb. 16, 2008

Feb. 23, 2008

-RFQ's due date:

March 5, 2008

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #:

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding for professional services listed has been funded for 2008 and will be utilized on an "as needed basis".(RS)

For funding availability please see attached "Exp Rpt for Obj 334 & 720-739". 2008 budget presumed to be similar to the 2008 original budget. (VG)

Attachments

Link: [Exhibit A](#)
[Requirements For](#)
[Additional](#)
[Architectural Services](#)

Link: [Exhibit B](#)
[Evaluation For](#)
[Additional](#)
[Architectural Services](#)

Link: [Exhibit A](#)
[Requirements For](#)
[Additional Const](#)
[Materials Tesing](#)
[Services](#)

Link: [Exhibit B](#)
[Evaluation For](#)
[Additional Const](#)
[Materials Testing](#)
[Services](#)

Link: [Appraisers and](#)
[Surveyors Exhibit A](#)
[and B For Additional](#)
[Services](#)

Link: [Additional](#)
[Engineering](#)
[Services-Exhibit A](#)
[Requirements](#)

Link: [Additional](#)
[Engineering](#)
[Services-Exhibit B](#)
[Evaluation](#)

Link: [Exp Rpt](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 02:43 PM	APRV
2	Budget & Management	Dina Trevino	02/01/2008 08:07 AM	APRV
3	Rey Salazar	Rey Salazar	02/01/2008 11:26 AM	APRV

4

Auditor's Office

02/01/2008 05:22 PM NEW

Form Started By: Vangie Garcia

Started On: 01/31/2008 08:55
AM

Final Approval Date: 02/01/2008

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

ADDITIONAL ARCHITECTURAL SERVICES

RFQ No. 2008-074-03-05-MSS

The County of Hidalgo will be accepting Statements of Qualifications for **additional** services from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period of One (1) Year. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**Additional Services For Architectural Services-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications**" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., **Wednesday, March 05, 2008**. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2008-074-03-05-MSS

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Package Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, February 27, 2008 at 5:00 p.m. Responses will be sent to all applicants by Friday, February 29, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. Please sign the original in **blue ink**.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects

- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should add copies of their current insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

- A.
 - Building Design
 - Plans, drawings and specifications
 - Preparation of the Bid Packet
- B.
 - Construction Contract Management
 - Conduct all Field Testing and Inspections
 - Design for New Construction
 - Design for Alterations/Renovations
 - Needs Assessment
 - ADA Compliance
 - Code Analysis
 - Cost Estimating

Additionally, this section should include, but not be restricted to the following information:

- A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
 - 1. Copy of current license certification with state seal
 - 2. History of architectural certification from the Texas Board of Architectural Examiners.

3. General list of construction projects within the past year.
- C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENTS OF QUALIFICATIONS RANKING: Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, March 5, 2008.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B
SELECTION CRITERIA
HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS
ADDITIONAL ARCHITECTURAL SERVICES

(Including all funding sources, Programs, and Entities)

RFQ No. 2008-074-03-05-MSS

EVALUATION CRITERIA

RFQ No. 2008-074-03-05-MSS

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

Hidalgo County
ADDITIONAL ARCHITECTURAL SERVICES
RFQ No. 2008-074-03-05-MSS

RFQ EVALUATION FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		

2. Experience of Project Team	25	_____
Comments/Rationale For Points: _____		

3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		

4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		

5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		

Total Score		_____
Provider: _____		
Evaluator: _____ Date: _____		

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

“ADDITIONAL PROFESSIONAL CONSTRUCTION MATERIALS TESTING”

The County of Hidalgo will be accepting Statements of Qualifications for **additional services** from qualified State of Texas Professional Independent Testing Laboratories in order to establish an additional pre-qualified pool of Independent Testing Laboratories on an “As Needed Basis” per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners’ Court, the term of the additional pre-qualified pool of Independent Testing Laboratories will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **“Hidalgo County-Additional Professional Construction Materials Testing”** (including all funding sources, Programs, and Entities)-**Request For Qualifications**” as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, March 5, 2008**. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 08-075-03-05-ROL

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, February 27, 2008 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, February 29, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (“the CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER’S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer’s Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer’s Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ’s:

Hidalgo County’s Purchasing Department will not accept telegraphic or electronically

transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

Roadway Material Production and Construction Inspection Testing
Inspection of Hot Mix and Concrete Plants
Drilling and Logging of Soil Borings
Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
Roadway Construction Project located in Hidalgo County
TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

- a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
- b. Ability to perform Environmental Services
- c. Ability to perform Soil Density Testing
- d. Ability to perform Surveying and Sampling Soils
- e. Ability to perform Materials Testing (Asphaltic and Concrete)
- f. Ability to perform Material Testing and Laboratory Analysis
- g. Ability to perform Hot Mix Plant Inspections and Testing
- h. Ability to perform Transportation Foundation Studies
- i. Ability to perform Building Foundation Studies
- j. Ability to perform Professional Liability Insurance for \$1 Million
Dollars without limiting liability to Professional Fees
- k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PART III -SELECTION / EVALUATION**SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by

reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

STATEMENTS OF QUALIFICATIONS RANKING:

Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:

If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, March 5, 2008.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY REQUEST FOR QUALIFICATIONS

“ADDITIONAL SERVICES FOR PROFESSIONAL CONSTRUCTION MATERIALS TESTING”

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (25)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

HIDALGO COUNTY
“ADDITIONAL SERVICES FOR CONSTRUCTION TESTING MATERIALS”
RFQ No. 2008-075-03-05-ROL

RFQ EVALUATION FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Staffing of Project Team Comments/Rationale For Points: _____	25	_____

2. Experience of Project Team/Ability to Commit Resources Comments/Rationale For Points: _____	25	_____

3. Methodology Comments/Rationale For Points: _____	25	_____

4. Understanding of Project/Similar Projects Comments/Rationale For Points: _____	25	_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT A

REQUIREMENTS

REQUEST FOR QUALIFICATIONS

Additional

**Real Estate Appraisers and Surveyors-
Hidalgo County**

(Including all Funding Sources, Programs and Entities)

RFQ No: 2008-07-03-05-otm

The County of Hidalgo will be accepting Statements of Qualifications for additional services from qualified State of Texas registered Real Estate Appraisers and Surveyors firms in order to establish an additional pre-qualified pool of Additional Real Estate Appraisers and Surveyors on an "AS NEEDED BASIS" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the additional pre-qualified pool of Architects will be for a period of One (1) Year.

The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"ADDITIONAL REAL ESTATE APPRAISERS AND SURVEYORS-HIDALGO COUNTY"** (Including all Funding Sources, Programs and Entities) as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, March 05, 2008** . **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ NO. 2008-76-03-05-otm - "ADDITIONAL REAL ESTATE APPRAISERS AND SURVEYORS -HIDALGO COUNTY"**.

Deliver Submittal to:

RFQ Number: **2008-76-03-05-otm**

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

US Postal Mail/Courier Address

2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location

2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail/Courier Address

2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location

2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, February 27, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, February 29, 2008.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submissions is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Understanding of Project: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues of concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm Qualifications: The County of Hidalgo is seeking to contract with a competent Surveying and Appraisal firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

A. Scope of Surveying Services:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.
2. Topographical survey, including establishment of survey bench mark.
3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.
4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.
5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

- A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.
- C. List of in State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.
- G. Minimum of \$1,000,000.00 Professional liability, errors and omissions, insurance.

B. Scope of Appraisal Services:

- 1. Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.
- 2. All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.
- 3. Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.
- 4. All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 1999 Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary - general certified appraiser.
- 5. Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

- A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
 - 1. Copy of current license certification with the state seal
 - 2. History certification from the Texas Appraiser Licensing & Certification Board.
 - 3. General list of property types appraised within the past year.
- C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.
- G. Minimum of \$1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and the summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers and Surveyors should include copies of their Professional Liability Insurance.

PROPOSERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III SELECTION / EVALUATIONS

SELECTION /EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioners' Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form".

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness:
 - A. Requested Information
 - B. Thoroughness
 - C. Understanding of Project
 - D. List of references provided
 - E. Clarity - Brevity
 - F. Degree of Interest
2. Firm Capabilities:
 - A. Background
 - B. Relevant experience
 - C. Experience with similar projects
 - D. Knowledge of area
 - E. Timeliness of schedule
 - F. Quality services previously provided to Hidalgo County
 - G. Current workload
 - H. Ability to commence various re-requested projects simultaneously
 - I. Completion of projects within budgets
3. Staffing:
 - A. Required discipline skills
 - B. Key personnel
 - C. Qualifications of personnel
4. Equal Opportunity Employer
5. Meets minimum Hidalgo County Insurance Requirements

STATEMENT OF QUALIFICATIONS RANKING:

Department Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners' Court. After the RFQs have been ranked, the department will make a recommendation to Hidalgo County Commissioners' Court.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

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

US Postal Mail/Courier Address

2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location

2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, March 05, 2008.**

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

Hidalgo County
ADDITIONAL
Surveying & Appraising Services

RFQ No. 2008-76-03-05-otm

EVALUATION CRITERIA GUIDELINES

RFQ Evaluation & Scoring Criteria

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1.	Responsiveness:	Total Points Possible	30 points
	A. Requested Information		
	B. Thoroughness		
	C. Understanding of Project		
	D. List of references provided		
	E. Clarity - Brevity		
	F. Degree of Interest		
2.	Firm Capabilities:	Total Points Possible	45 Points
	A. Background		
	B. Relevant experience		
	C. Experience with similar projects		
	D. Knowledge of area		
	E. Timeliness of schedule		
	F. Quality services previously provided to Hidalgo County		
	G. Current workload		
	H. Ability to commence various re-requested projects simultaneously		
	I. Completion of projects within budgets		
3.	Staffing:	Total Points Possible	15 Points
	A. Required discipline skills		
	B. Key personnel		
	C. Qualifications of personnel		
4.	Equal Opportunity Employer	Total Points Possible	05 Points
5.	Meets minimum Hidalgo County Insurance Requirements	Total Points Possible	05 Points
		Grand Total	100 Points

Hidalgo County
Additional
Real Estate Appraisers and Surveyors-Hidalgo County
RFQ No. 2008-76-03-05-otm

RFQ EVALUATION FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Responsiveness:	30	_____
Comments/Rationale For Points: _____		

2. Firm Capabilities:	45	_____
Comments/Rationale For Points: _____		

3. Staffing:	15	_____
Comments/Rationale For Points: _____		

4. Equal Opportunity Employer	05	_____
Comments/Rationale For Points: _____		

5. Meets minimum Hidalgo County Insurance Requirements	05	_____
Comments/Rationale For Points: _____		

Total Score _____

Provider: _____

Evaluator: _____ **Date:** _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

ADDITIONAL ENGINEERING SERVICES

The County of Hidalgo will be accepting Statements of Qualifications for **additional services** from qualified State of Texas registered Professional Engineering firms in order to establish an additional pre-qualified pool of Engineers on an “As Needed Basis” per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners’ Court, the term of the pre-qualified pool of Engineers will be for a period of One (1) Year. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **“Additional Engineering Services-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications ”** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, March 05, 2008. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2008-073-03-05-VYG

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN

Wednesday, February 27, 2008 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, February 29, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (“the CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER’S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer’s Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer’s Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ’s:

Hidalgo County’s Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in

disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- X Roadway, Bridge and General Design and Construction
- X Federal, State and County-funded construction projects
- X Solid Waste related projects
- X Geotechnical Engineering Projects
- X Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- X Route and Design Studies
- X Social, Economic, Environmental Studies and Public Involvement
- X Right of Way Maps and Data
- X Utility Adjustments
- X Surveying
- X Pre-Design

B.

- X Roadway Design
- X Drainage Design
- X Solid Waste
- X Signing, Markings and Signalization
- X Traffic Control Plans
- X Bridge Design
- X Plans and Specifications
- X Bid Preparation

C.

- X Building Design
- X Plans, Drawings and Specifications
- X Bid Package Preparation

D.

- X Construction Contract Management
- X Conduct Construction Materials Engineering and Testing Services
- X Design for New Construction

X Design for Alterations/Renovations

X Needs Assessment

X ADA Compliance

X Code Analysis

X Cost Estimating

E.

X Soil/Rock and Foundation Studies

X Excavations and Trenches

X Dams and Cut or Filled Slopes

X Pavements

X Water and Waste Retention/Disposal

X Specialized Testing and Instrumentation

Other Engineering Services include:

Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

- A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
 - 1. Copy of current license certification with state seal
 - 2. History of engineering certification from the State of Texas.
 - 3. List of projects related to the subject areas within the past year.
- C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.

- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:

Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:

If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, March 05, 2008.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

**HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS**

ADDITIONAL ENGINEERING SERVICES

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**HIDALGO COUNTY
ADDITIONAL ENGINEERING SERVICES
RFQ No. 2008-03-03-05-VYG**

RFQ EVALUATION FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Team Comments/Rationale For Points: _____	20	_____

2. Experience of Project Team Comments/Rationale For Points: _____	25	_____

3. Experience/Availability of Project Manager Comments/Rationale For Points: _____	20	_____

4. Understanding of Project Comments/Rationale For Points: _____	25	_____

5. Familiarity with Applicable Rules and Regulations Comments/Rationale For Points: _____	10	_____

Total Score		_____

Provider: _____

Evaluator: _____ Date: _____

Hidalgo County
Expenditure Summary Report
Standard Report Format

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1100 GENERAL FUND								
8-1100-419-40-220-001-0-334	GEN GOVT BLDG-ENGINEER & ARCH	8,000.00	8,000.00	.00	.00	.00	8,000.00	.00
8-1100-419-40-220-001-0-739	GEN GOVT BLDG-OTHER STRUCTURE	40,000.00	40,000.00	.00	.00	.00	40,000.00	.00
8-1100-429-30-115-029-0-334	TRAFFIC ENGINEERING-ENGINEER	105,275.00	105,275.00	60,000.00	.00	.00	45,275.00	56.99
8-1100-432-00-121-001-0-739	SANITATION PCT.1-OTHER STRUCT	2,000.00	3,000.00	103.50	.00	.00	2,896.50	3.45
8-1100-432-00-122-001-0-334	SANITATION PCT.2-ENGINEER & A	4,000.00	3,000.00	.00	.00	.00	3,000.00	.00
8-1100-432-00-123-001-0-334	SANITATION PCT.3-ENGINEER & A	100,000.00	100,000.00	.00	.00	.00	100,000.00	.00
8-1100-432-00-124-001-0-739	SANITATION PCT.4-OTHER STRUCT	.00	2,000.00	985.59	.00	.00	1,014.41	49.28
8-1100-466-00-122-018-0-739	PCT 2 CRC-OTHER STRUCTURE	6,535.48	6,535.48	.00	.00	.00	6,535.48	.00
8-1100-466-00-122-082-0-739	PCT 2 CRC S TOWER RD-OTHER ST	74,595.00	74,595.00	.00	.00	.00	74,595.00	.00
1100 GENERAL FUND		340,405.48	342,405.48	61,089.09	.00	.00	281,316.39	17.84
1200 R&B COUNTY WIDE								
8-1200-431-00-260-001-0-334	R-O-W DEPT-ENGINEER & ARCHITE	2,000.00	2,000.00	.00	.00	.00	2,000.00	.00
1200 R&B COUNTY WIDE		2,000.00	2,000.00	.00	.00	.00	2,000.00	.00
1201 R&B PRECINCT NO.1								
8-1201-431-00-121-005-0-334	PCT.1 P/U RD-ENGINEER & ARCHI	45,000.00	45,000.00	.00	.00	.00	45,000.00	.00
8-1201-431-00-121-005-0-731	PCT.1 P/U RD-ROADS	75,000.00	75,000.00	.00	.00	.00	75,000.00	.00
8-1201-431-00-121-005-0-739	PCT.1 P/U RD-OTHER STRUCTURE	.00	1,500.00	.00	.00	.00	1,500.00	.00
1201 R&B PRECINCT NO.1		120,000.00	121,500.00	.00	.00	.00	121,500.00	.00
1202 R&B PRECINCT NO.2								
8-1202-431-00-122-006-0-334	PCT.2 P/U RD-ENGINEER & ARCHI	150,000.00	150,000.00	.00	.00	.00	150,000.00	.00
8-1202-431-00-122-006-0-731	PCT.2 P/U RD-ROADS	264,625.00	264,625.00	22,509.50	.00	.00	242,115.50	8.51
8-1202-431-00-122-006-0-732	PCT.2 P/U RD-BRIDGES	6,020.84	6,020.84	.00	.00	.00	6,020.84	.00
8-1202-431-00-122-006-0-734	PCT.2 P/U RD-SUBDIVISION STRE	79,850.00	79,850.00	.00	.00	.00	79,850.00	.00
8-1202-431-00-122-006-0-739	PCT.2 P/U RD-OTHER STRUCTURE	25,000.00	25,000.00	.00	.00	.00	25,000.00	.00
8-1202-431-00-122-026-0-731	OWASSA RD (JACKSON-R. LONGORI	52,030.00	52,030.00	.00	.00	.00	52,030.00	.00
8-1202-431-00-122-027-0-731	TOWER RD (MOORE-BALLI)-ROADS	18,264.12	18,264.12	.00	.00	.00	18,264.12	.00
8-1202-431-50-122-006-0-733	PCT.2 P/U RD-DRAIN DITCHES &	19,680.25	19,680.25	.00	.00	.00	19,680.25	.00
8-1202-431-50-122-031-0-733	TOWER RD-DRAINAGE DITCHES	8,312.10	8,312.10	.00	.00	.00	8,312.10	.00
1202 R&B PRECINCT NO.2		623,782.31	623,782.31	22,509.50	.00	.00	601,272.81	3.61
1203 R&B PRECINCT NO.3								
8-1203-431-00-123-005-0-334	PCT.3 P/U RD-ENGINEER & ARCHI	20,000.00	20,000.00	.00	.00	.00	20,000.00	.00

Hidalgo County
Expenditure Summary Report
Standard Report Format

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1203 R&B PRECINCT NO.3								
8-1203-431-00-123-005-0-731	PCT.3 P/U RD-ROADS	100,000.00	200,000.00	131,000.00	12,705.14	12,705.14	56,294.86	71.85
8-1203-431-00-123-005-0-734	PCT.3 P/U RD-SUBDIVISION STRE	20,000.00	70,000.00	.00	.00	.00	70,000.00	.00
8-1203-431-00-123-005-0-739	PCT.3 P/U RD-OTHER STRUCTURE	10,000.00	10,000.00	28.00	.00	.00	9,972.00	.28
1203 R&B PRECINCT NO.3		150,000.00	300,000.00	131,028.00	12,705.14	12,705.14	156,266.86	47.91
1204 R&B PRECINCT NO.4								
8-1204-431-00-124-007-0-334	PCT.4 P/U RD-ENGINEER & ARCHI	19,000.00	19,000.00	5,000.00	.00	.00	14,000.00	26.32
8-1204-431-00-124-007-0-731	PCT.4 P/U RD-ROADS	392,451.85	392,451.85	3,575.52	.00	.00	388,876.33	.91
8-1204-431-00-124-007-0-734	PCT.4 P/U RD-SUBDIVISION STRE	378,791.21	378,791.21	43,155.00	.00	.00	335,636.21	11.39
8-1204-431-00-124-007-0-739	PCT.4 P/U RD-OTHER STRUCTURE	5,000.00	5,000.00	.00	.00	.00	5,000.00	.00
1204 R&B PRECINCT NO.4		795,243.06	795,243.06	51,730.52	.00	.00	743,512.54	6.50
1211 PARKS PRECINCT NO.1								
8-1211-452-00-121-013-0-739	PARKS PCT.1-OTHER STRUCTURES	354.00	3,054.00	2,220.55	.00	.00	833.45	72.71
1211 PARKS PRECINCT NO.1		354.00	3,054.00	2,220.55	.00	.00	833.45	72.71
1212 PARKS PRECINCT NO.2								
8-1212-452-00-122-008-0-334	PARKS PCT.2-ENGINEER &ARCHITE	10,000.00	8,000.00	.00	.00	.00	8,000.00	.00
8-1212-452-00-122-008-0-720	PARKS PCT.2-BUILDINGS	50.00	50.00	.00	.00	.00	50.00	.00
8-1212-452-00-122-008-0-731	PARKS PCT.2-ROADS	1,000.00	1,000.00	.00	.00	.00	1,000.00	.00
8-1212-452-00-122-008-0-733	PARKS PCT.2-DRAINAGE DITCHES	1,000.00	1,000.00	.00	.00	.00	1,000.00	.00
8-1212-452-00-122-008-0-739	PARKS PCT.2-OTHER STRUCTURES	223,374.75	223,374.75	.00	.00	.00	223,374.75	.00
1212 PARKS PRECINCT NO.2		235,424.75	233,424.75	.00	.00	.00	233,424.75	.00
1213 PARKS PRECINCT NO.3								
8-1213-452-00-123-008-0-739	PARKS PCT.3-OTHER STRUCTURES	46,244.14	46,244.14	.00	.00	.00	46,244.14	.00
1213 PARKS PRECINCT NO.3		46,244.14	46,244.14	.00	.00	.00	46,244.14	.00
1214 PARKS PRECINCT NO.4								
8-1214-452-00-124-009-0-720	PARKS PCT.4-BUILDINGS	61,000.00	50,000.00	.00	.00	.00	50,000.00	.00
8-1214-452-00-124-009-0-739	PARKS PCT.4-OTHER STRUCTURES	13,000.00	13,000.00	.00	.00	.00	13,000.00	.00
1214 PARKS PRECINCT NO.4		74,000.00	63,000.00	.00	.00	.00	63,000.00	.00
1247 LAW LIBRARY								
8-1247-412-50-100-001-0-720	LAW LIBRARY-BUILDINGS	1,500.00	1,500.00	.00	.00	.00	1,500.00	.00
1247 LAW LIBRARY		1,500.00	1,500.00	.00	.00	.00	1,500.00	.00
1291 HIDTA								
8-1291-412-00-270-002-0-739	HIDTA TF COMMAND CTR- OTHER S	5,000.00	5,000.00	.00	.00	.00	5,000.00	.00
1291 HIDTA		5,000.00	5,000.00	.00	.00	.00	5,000.00	.00
1301 CAPITAL OUTLAY FUND								

Run Date 02/01/08 11:21 AM
For 01/01/08 - 01/31/09
Periods 01 - 13

Hidalgo County
Expenditure Summary Report
Standard Report Format

Page No 3
FJEXS06A
1001 - Standard Report Spec

Account No/Description	Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1301 CAPITAL OUTLAY FUND							
8-1301-419-40-124-034-0-720 PCT.4-NEW ADMIN BLDG-BUILDING	.00	.00	42,425.00	.00	.00	-42,425.00	.00
8-1301-419-40-124-034-0-739 PCT.4-NEW ADMIN BLDG-OTHER ST	.00	.00	19,925.00	.00	.00	-19,925.00	.00
1301 CAPITAL OUTLAY FUND	.00	.00	62,350.00	.00	.00	-62,350.00	.00
1302 TAX NOTES, SERIES 2007							
8-1302-413-00-220-034-0-720 TAX NOTES,2007-JDGS OFF & CC	.00	.00	.00	17,578.00	17,578.00	-17,578.00	.00
1302 TAX NOTES, SERIES 2007	.00	.00	.00	17,578.00	17,578.00	-17,578.00	.00
1336 CERT OF OBLIG,SERIES 2006							
8-1336-431-00-121-041-0-731 C.O.,2006-PCT.1-ROADS	.00	.00	217,288.75	1,800.00	1,800.00	-219,088.75	.00
1336 CERT OF OBLIG,SERIES 2006	.00	.00	217,288.75	1,800.00	1,800.00	-219,088.75	.00
8 YEAR	2,393,953.74	2,537,153.74	548,216.41	32,083.14	32,083.14	1,956,854.19	22.87

AI-7765

13.A.13.

Architecural Services

CC REGULAR

Date: 02/06/2008

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action for Hidalgo County to engage architectural services through:

A. the approved "pool" (completing the nomination, scoring/evaluation, ranking and negotiation process); or,

B. the publication of an advertisement for a project specific RFQ;
for architectural services to generate a set of "AS BUILT" drawings of the existing Courthouse to include annexes and the surrounding parking areas & sidewalks for the purposes of addressing required renovations.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #:

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Possible funding source will be the County Wide Administration Account (Contingency). Project developement will necessitate the creation of proper accounts to be determined by the Auditors Office. (RS)

Funding for this engagement would need to be identified and in place at the time of approving a negotiated contract with the architectural firm. (MS)

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/31/2008 05:02 PM	APRV
2	Budget & Management	Dina Trevino	02/01/2008 07:54 AM	APRV
3	Rey Salazar	Rey Salazar	02/01/2008 11:35 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Marty Salazar			Started On: 01/31/2008 04:31 PM	

Final Approval Date: 02/01/2008

AI-7706

13.B.1.

**Pct. 1-WA#s 2, 3 & 4-L & G Engineering Laboratory-C-07-264-08-14
CC REGULAR**

Date: 02/06/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation by Precinct #1 for consideration, discussion, acceptance and approval of Work Authorizations with L & G Engineering Laboratory, LLC for the provision of Construction Materials Testing Services (through contract #C-07-264-08-14) including, but not limited to, the following:

A. Work Authorization No. 2 in the amount of \$ 6,442.62 for: Mile 5 North Reconstruction Project;

B. Work Authorization No. 3 in the amount of \$ 3,720.75 for: 17 1/2 Reconstruction Project;

C. Work Authorization No. 4 in the amount of \$ 3,295.25 for: RC Babb Subdivision Reconstruction Project.

BACKGROUND

Work Authorization No. 2

Work Authorization No. 3

Work Authorization No. 4

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$620,248.67 available balance pending prior year carryover of \$840,337.42

Attachments

Link: Pct. 1-WA#s 2, 3 & 4-L
& G Engineering
Laboratory-C-07-264-08-14

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 12:38 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 01:35 PM	APRV
3	Rey Salazar	Rey Salazar	01/31/2008 04:58 PM	APRV

4 Auditor's Office

02/01/2008 05:22 PM NEW

Form Started By: Letty Saenz

Started On: 01/29/2008 11:46
AM

Final Approval Date: 02/01/2008

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept.

From: Noe Montez

Attn: Letty Saenz

Fax:

Pages: 25

Phone:

Date: 1/24/08

Re:

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● **Comments**

Ref: C-07-264-08-14 / L & G Engineering Laboratory/ Work Auth #2, #3, #4 / Acct 8-1336-431-00-121-041-0-731

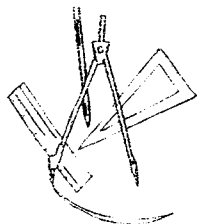
Please place the following work authorizations on the next cc court for approval.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.



L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

January 23, 2008

Mr. Joseph Palacios
Chief Administrator
County of Hidalgo, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

RE: Work Authorization No. 2 / Mile 5 North Reconstruction
Work Authorization No. 3 / Mile 17 ½ Reconstruction
Work Authorization No. 4 / R.C. Babb Subdivision

Dear Mr. Palacios:

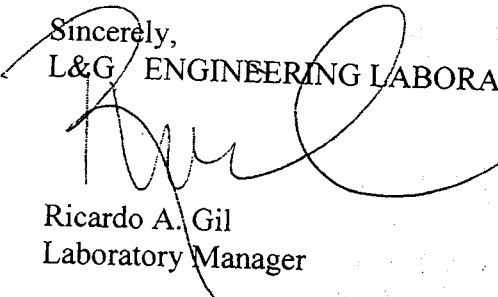
L&G Engineering Laboratory, L.L.C. (L&G), is thankful for providing you two (2) of each signed original work authorization forms for Construction Materials Testing Services for the above referenced projects as per your request. We are attaching the following in duplicate:

- Work Authorization No's. 2, 3, & 4
- The Scope of Services (Owner) (Attachments A)
- The Scope of Services (Engineer) (Attachments B).
- Work Schedules (Attachment C)
- Project Cost Proposals (Attachment D)

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit Work Authorization No's. 2, 3, & 4 and look forward to working with **Hidalgo County Pct. 1**. If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,

L&G ENGINEERING LABORATORY, L.L.C.


Ricardo A. Gil
Laboratory Manager

Attachments

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-264-08-14
Work Authorization Form

WORK AUTHORIZATION NO. 02

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for the Mile 5 North Reconstruction Project in Hidalgo County Precinct No. One (1).

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A"** – *Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B"** – *Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ 6442.62. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 02 shall be funded through funding source:
Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 02.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

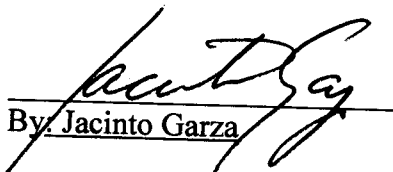
BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY


By: Jacinto Garza

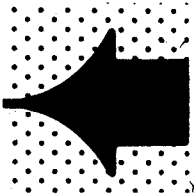
By: Juan D. Salinas, III, County Judge

ATTEST:

by: Eddy Trevino-Acting County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal



ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: Mile 5 North Reconstruction Project in Hidalgo County Precinct No. One (1)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Mile 5 North Reconstruction Project**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: Mile 5 North Reconstruction Project in Hidalgo County Precinct No. One (1)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Mile 5 North Reconstruction Project in Hidalgo County Precinct No. One (1)**.

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo** and **the project plans and specifications**.

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: Mile 5 North Reconstruction Project in Hidalgo County Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-07-264-08-14**.

ATTACHMENT "D"
Cost Proposal

PROJECT: Mile 5 North Reconstruction Project in Hidalgo County Precinct No. One (1).

See Attached

L & G Engineering Laboratory

Construction Material Testing Geotechnical Engineering

Attachment I

Mile 5 North (2620 L.F.)(4' Widening)
Prepared For Hidalgo County Pct. No. 1

<i>In Situ Subgrade Laboratory Testing</i>				
Tech Time	3	Hrs.	\$41.80	\$125.40
Trip Charge	12	Mi	\$0.46	\$5.52
Proctor	1	Ea.	\$179.95	\$179.95
Atterberg	1	Ea.	\$69.65	\$69.65
Reports	2	Ea.	\$20.60	\$41.20
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40
Sub.				\$665.62
<i>In-Situ Subgrade Field Density Testing</i>				
Tech Time	12	Hrs.	\$41.80	\$501.60
Trip Charge	100	Mi	\$0.46	\$46.00
Comp. Test	15	Ea.	\$20.90	\$313.50
Reports	5	Ea.	\$20.60	\$103.00
Eng. Spec.	2.5	Hrs.	\$104.50	\$261.25
Engineer	2.5	Hrs.	\$139.40	\$348.50
Sub.				\$1,573.85
<i>Roadway Base Materials Testing - Laboratory</i>				
Tech Time	3	Hrs.	\$41.80	\$125.40
Trip Charge	20	Mi.	\$0.46	\$9.20
Sieve Analysis	1	Ea.	\$52.20	\$52.20
Texas Wet Ball Mill	1	Ea.	\$203.25	\$203.25
Atterberg	1	Ea.	\$69.65	\$69.65
Moisture-Density Determ	1	Ea.	\$179.95	\$179.95
Reports	2	Ea.	\$20.60	\$41.20
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40
Sub.				\$924.75
<i>Base Material Field Density Testing</i>				
Tech Time	12	Hrs.	\$41.80	\$501.60
Trip Charge	100	Mi	\$0.46	\$46.00
Comp. Test	15	Ea.	\$20.90	\$313.50
Reports	5	Ea.	\$20.60	\$103.00
Eng. Spec.	2.5	Hrs.	\$104.50	\$261.25
Engineer	2.5	Hrs.	\$139.40	\$348.50
Sub.				\$1,573.85
<i>Asphalt Testing-Field and Laboratory</i>				
Tech Time	6	Hrs.	\$53.40	\$320.40
Trip Charge	60	Mi	\$0.46	\$27.60
Rolling Patterns	2	Ea.	\$34.85	\$69.70
Laboratory Molded (ga)	1	Pr.	\$91.90	\$91.90
%AC-Grad	1	Ea.	\$203.25	\$203.25
Rice Gravity (gr)	1	Ea.	\$101.30	\$101.30
Reports	3	Ea.	\$18.00	\$54.00
Asphalt Thickness	6	Ea.	\$58.10	\$348.60
Eng. Spec.	2	Hrs.	\$104.50	\$209.00
Engineer	2	Hrs.	\$139.40	\$278.80
Sub.				\$1,704.55

Total Estimated Materials Testing Fees \$6,442.62

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-264-08-14
Work Authorization Form

WORK AUTHORIZATION NO. 03

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for the Mile 17 ½ Reconstruction Project in Hidalgo County Precinct No. One (1).

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ 3720.75. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 03 shall be funded through funding source:

Account No. _____.

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 03.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY


By: Jacinto Garza

By: Juan D. Salinas, III, County Judge

ATTEST:

by: Eddy Trevino-Acting County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: Mile 17 ½ Reconstruction Project in Hidalgo County Precinct No. One (1)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the Mile 17 ½ Reconstruction Project.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: Mile 17 ½ Reconstruction Project in Hidalgo County Precinct No. One (1)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Mile 17 ½ Reconstruction Project in Hidalgo County Precinct No. One (1)**.

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications**.

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: Mile 17 ½ Reconstruction Project in Hidalgo County Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-07-264-08-14**.

ATTACHMENT "D"
Cost Proposal

PROJECT: Mile 17 ½ Reconstruction Project in Hidalgo County Precinct No. One (1).

See Attached

L & G Engineering Laboratory

**Construction Material Testing
Geotechnical Engineering**

**Attachment I
Mile 17 1/2 (5280 L.F.)
Prepared For Hidalgo County Pct. No. 1**

Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	\$41.80	\$125.40
Trip Charge	30	MI.	\$0.46	\$13.80
Sieve Analysis	1	Ea.	\$52.20	\$52.20
Texas Wet Ball Mill	1	Ea.	\$203.25	\$203.25
Atterberg	1	Ea.	\$69.65	\$69.65
Moisture-Density Determ	1	Ea.	\$179.95	\$179.95
Reports	2	Ea.	\$20.60	\$41.20
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40
Sub.				\$929.35
Base Material Field Density Testing				
Tech Time	12	Hrs.	\$40.55	\$486.60
Trip Charge	120	MI	\$0.45	\$54.00
Comp. Test	15	Ea.	\$13.55	\$203.25
Reports	5	Ea.	\$20.00	\$100.00
Eng. Spec.	2	Hrs.	\$101.35	\$202.70
Engineer	2	Hrs.	\$135.20	\$270.40
Sub.				\$1,316.95
Asphalt Testing-Field and Laboratory				
Tech Time	6	Hrs.	\$53.40	\$320.40
Trip Charge	90	MI	\$0.46	\$41.40
Rolling Patterns	2	Ea.	\$34.85	\$69.70
Laboratory Molded (ga)	1	Pr.	\$91.90	\$91.90
%AC-Grad	1	Ea.	\$203.25	\$203.25
Rice Gravity (gr)	1	Ea.	\$101.30	\$101.30
Reports	3	Ea.	\$18.00	\$54.00
Asphalt Thickness	6	Ea.	\$58.10	\$348.60
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40
Sub.				\$1,474.45

Total Estimated Material Testing Fees \$3,720.75

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-264-08-14
Work Authorization Form

WORK AUTHORIZATION NO. 04

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for the RC Babb Subdivision Reconstruction Project in Hidalgo County Precinct No. One (1).**

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$3295.25. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.04 shall be funded through funding source:
Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 04.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

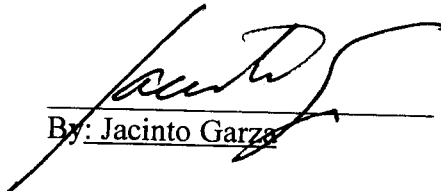
BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY


By: Jacinto Garza

By: Juan D. Salinas, III, County Judge

ATTEST:

by: Eddy Trevino-Acting County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: RC Babb Subdivision Reconstruction Project in Hidalgo County Precinct No. One (1)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **RC Babb Subdivision Reconstruction Project**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: RC Babb Subdivision Reconstruction Project in Hidalgo County Precinct No. One (1)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **RC Babb Subdivision Reconstruction Project in Hidalgo County Precinct No. One (1)**.

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications**.

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: RC Babb Subdivision Reconstruction Project in Hidalgo County Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-07-264-08-14**.

ATTACHMENT "D"
Cost Proposal

PROJECT: RC Babb Subdivision Reconstruction Project in Hidalgo County Precinct No. One (1).

See Attached

L & G Engineering Laboratory

**Construction Material Testing
Geotechnical Engineering**

**Attachment I
RC Babb Subdivision (2754 L. F.)
Prepared For Hidalgo County Pct. No. 1**

Asphalt Testing-Field and Laboratory				
Tech Time	10	Hrs.	\$53.40	\$534.00
Trip Charge	200	Mi	\$0.46	\$92.00
Rolling Patterns	4	Ea.	\$34.85	\$139.40
Laboratory Molded (ga)	3	Pr.	\$91.90	\$275.70
%AC-Grad	3	Ea.	\$203.25	\$609.75
Rice Gravity (gr)	3	Ea.	\$101.30	\$303.90
Reports	8	Ea.	\$18.00	\$144.00
Asphalt Thickness	8	Ea.	\$58.10	\$464.80
Eng. Spec.	3	Hrs.	\$104.50	\$313.50
Engineer	3	Hrs.	\$139.40	\$418.20
Sub.				<u>\$3,295.25</u>

Total Estimated Material Testing Fees \$3,295.25

AI-7746

13.B.2.

Precinct No 1

CC REGULAR

Date: 02/06/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 1 Paving Improvements for A. (mi 3 ½ W Mi 5 N to City Limits 1.5 Miles) and B. (Mi 6 with Mi 17 to sh 107.05 miles)

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for the design construction of Hidalgo County Precinct No 1 Paving Improvements for A. (mi 3 ½ W Mi 5 N to City Limits 1.5 Miles) and B. (Mi 6 with Mi 17 to sh 107.05 miles);

1st. _____; 2nd. _____;
3rd. _____;

C. Authority for the Purchasing Department to negotiate a professional Engineer Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Hidalgo County Precinct No 1 Paving Improvements A. (mi 3 ½ W Mi 5 N to City Limits 1.5 Miles) and B. (Mi 6 with Mi 17 to sh 107.05 miles).

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding will be determined after approval of contract negotiations. Item is requesting authority to select firm, after CC ranking and negotiate contract only.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 02:30 PM	APRV
2	Budget & Management	Dina Trevino	02/01/2008 07:42 AM	APRV

3	Ivan Cantu	Ivan Cantu	02/01/2008 08:22 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Laura Moya

Started On: 01/30/2008 04:08 PM

Final Approval Date: 02/01/2008

AI-7709

13.C.1.

**Pct. 4-Invoice Nos. 07M200-2 & 07M200-3 and 07M201-1thru
07M201-3-MEG-C-07-265-10-15**

CC REGULAR

Date: 02/06/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payments submitted by Millennium Engineers Group in connection with the provision of Construction Materials Testing Services for Paved/Un-Paved, Laterials and C.I.P. Projects within Precinct #4, with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment including, but not limited to, the following:

A. Invoice Nos. 07M200-2 & 07M200-3 (under Work Authorization #2-PO#593644) in the total amount of \$ 677.87 for: Chapa Road-San Manuel;

B. Invoice Nos. 07M201-1, 07M201-2 & 07M200-3 (under Work Authorization #3-PO#593645) in the total amount of \$ 1,732.10 for: Washington Avenue in Faysville

BACKGROUND

Invoice No. 07M200-2

Invoice No. 07M200-3

Invoice No. 07M-

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1204-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: Pct. 4-Invoice Nos.
07M200-2 & 07M200-3 and
07M201-1thru
07M201-3-MEG-C-07-265-10-15

Link: Pct. 4-Invoice Nos.
07M200-2 & 07M200-3 and
07M201-1thru
07M201-3-MEG-C-07-265-10-15

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 02:43 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 04:20 PM	APRV
3	Rey Salazar	Rey Salazar	02/01/2008 11:13 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Letty Saenz			Started On: 01/29/2008 01:27 PM	
Final Approval Date: 02/01/2008				

COUNTY *of* HIDALGO

OSCAR L. GARZA, JR.

1102 N. DOOLITTLE RD.

EDINBURG, TEXAS 78541

OFFICE: (956) 383-3112

FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

MEMO

DATE: JANUARY 29, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA H. SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4 *[Signature]*
REF: INVOICES
C#-07-265-10-15 "WORK AUTHORIZATION #3"
ACCT.#: 7-1204-431-00-124-007-0-731

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING INVOICE
#07M201-1, 07M201-2 & 07M201-3 IN THE AMOUNTS OF \$294.53,
\$766.02, AND \$671.55 FOR A TOTAL OF \$1,732.10 FOR
MILLENNIUM ENGINEERS GROUP, INC. BE PLACED ON THE
NEXT COMMISSIONERS' COURT AGENDA.

THESE INVOICES HAD BEEN PREVIOUS PLACED ON JANUARY 08,
2008 COMMISSIONERS' COURT, AGENDA ITEM #AI-7322.

AFTER REVIEW BY COUNTY AUDITOR'S DEPARTMENT SOME
DISCREPANCIES WERE FOUND. THESE ARE CORRECT INVOICES
TO REFLECT CORRECT PRICES FOR SERVICE RENDERED BY
VENDOR.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO
CONTACT MY OFFICE, THANK YOU.

CC:
ATTACHMENT:

COUNTY FILES
INV. #07M201-1, 07M201-2 & 07M201-03
P.O. #593645

Millennium Engineers Group, Inc.

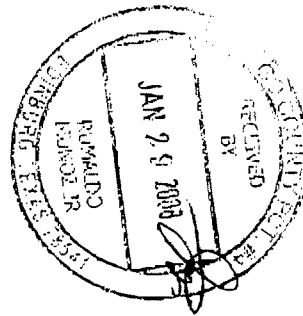
PO Box 4569

Edinburg, Texas 78540-4569

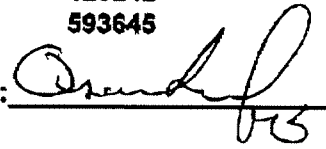
Invoice

Date	Invoice #
11/21/2007	07M201-1

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541



Terms	Due Date	Project
Net 30	12/21/2007	07M201-Washington Ave.-FtysvillePO#593645

Description	Qty	Rate	Amount
Field Density (Soils)	4	20.00	80.00
Vehicle Trip Charge	1	30.00	30.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician	3	39.25	117.75
Project Management & Coordination	1	26.78	26.78
7-1204-431-00-124-007-0-731 Pct. # 1374 Pur. Req. # 120242 P.O. # 593645 Approved By:  INVOICE RECEIVED BY: Rumaldo Munoz Jr on: 1/29/2008 GOODS/SERVICES RECEIVED BY: Rumaldo Munoz Jr 1/29/2008 Contract #07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	\$294.53

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Payments/Credits	\$0.00

Balance Due	\$294.53

Millennium Engineers Group, Inc.

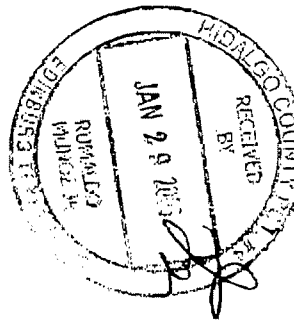
PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
11/21/2007	07M201-2

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

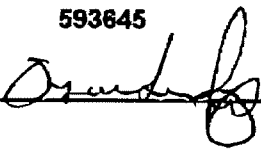


Terms	Due Date	Project
Net 30	12/21/2007	07M201-Washington Ave.-PaysvillePO#593645

Description	Qty	Rate	Amount
Atterberg Limits	1	59.00	59.00
Gradation (Dry)	1	45.00	45.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	1	175.00	175.00
Wet Ball Mill	1	160.00	160.00
Vehicle Trip Charge	1	30.00	30.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician	3.5	39.25	137.38
Project Management & Coordination	1	69.64	69.64

7-1204-431-00-124-007-0-731

Pct. # 1374
Pur. Req. # 120242
P.O. # 593645

Approved By: **INVOICE RECEIVED BY:**

Rumaldo Munoz Jr on: 1/29/2008

GOODS/SERVICES RECEIVED BY:

Rumaldo Munoz Jr 1/29/2008

Contract #07-265-10-15

We thank you for your prompt payment. Please remit to the above address.

Total	\$766.02

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Payments/Credits	\$0.00

Balance Due	\$766.02

Millennium Engineers Group, Inc.

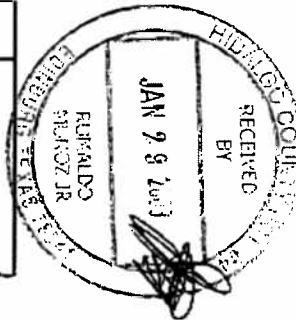
PO Box 4569

Edinburg, Texas 78540-4569

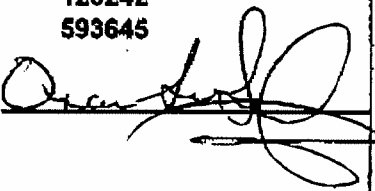
Invoice

Date	Invoice #
12/13/2007	07M201-3

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541



Terms	Due Date	Project
Net 30	1/12/2008	07M201-Washington Ave.-FaysvillePO#593645

Description	Qty	Rate	Amount
Asphalt Cores	6	50.00	300.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Asphalt Density (In-Place, Cores)	6	20.00	120.00
Clerical/Administrative	0.5	40.00	20.00
Engr. Technician (Asphalt)	2.75	42.00	115.50
Project Management & Coordination	1	61.05	61.05
7-1204-431-00-124-007-0-731 Pct. # 1374 Pur. Req. # 120242 P.O. # 593645 Approved By:  INVOICE RECEIVED BY: Rumaldo Munoz Jr on: 1/29/2008 GOODS/SERVICES RECEIVED BY: Rumaldo Munoz Jr 1/29/2008 Contract #07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	\$671.55

Payments/Credits	\$0.00

Balance Due	\$671.55



Purchase Order
COUNTY OF HIDALGO

PO#: 593645

DATE: 10/24/07

Page No 1 Of 1

VENDOR: 284009 REQ:00120242
FAX (956)383-0295 Email:
Phone:(956)383-8522
MILLENNIUM ENGINEERS GROUP, INC.
P.O. BOX 4569
EDINBURG TX 78540-4569

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions:

PCT. REQ. #1374

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED.
5. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
6. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	LOT	DO NOT DUPLICATE ORDER C-07-265-10-15 APPROVED COMMISSIONERS' COURT OF 10/23/2007, AGENDA ITEM #AI-6077 WORK AUTHORIZATION #3 UNDER CONTRACT #07-265-10-15 FOR GEOTECHNICAL ENGINEERING SERVICES AND CONSTRUCTION MATERIALS TESTING AT WASHINGTON AVENUE IN PAYSVILLE. APPROVED COMMISSIONERS' COURT OF 10/23/2007, AGENDA ITEM #AI-6077. ****GASB-34 ROAD ID #2469, APPROXAMITLY 1,056.00 L.F. BY 26.00L.F**** REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 Total ***** For Hidalgo County use only 7-1204-431-00-124-007-0-731 Approved	2,091.31	2,091.31
				2,091.31

Authorized by:

Martina L. Salazar

COUNTY of HIDALGO

OSCAR L. GARZA, JR.

1102 N. DOOLITTLE RD.

EDINBURG, TEXAS 78541

OFFICE: (956) 383-3112

FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

MEMO

DATE: JANUARY 29, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA H. SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4
REF: INVOICES
C#-07-265-10-15 "WORK AUTHORIZATION #2"
ACCT.#: 7-1204-431-00-124-007-0-731

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING INVOICE
#07M200-2 & 07M200-3 IN THE AMOUNTS OF \$437.73 AND \$240.14
FOR A TOTAL OF \$677.87 FOR MILLENNIUM ENGINEERS
GROUP, INC. BE PLACED ON THE NEXT COMMISSIONERS'
COURT AGENDA.

THESE INVOICES HAD BEEN PREVIOUS PLACED ON JANUARY 08,
2008 COMMISSIONERS' COURT, AGENDA ITEM #AI-7322.

AFTER REVIEW BY COUNTY AUDITOR'S DEPARTMENT SOME
DISCREPANCIES WERE FOUND. THESE ARE CORRECT INVOICES
TO REFLECT CORRECT PRICES FOR SERVICE RENDERED BY
VENDOR.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO
CONTACT MY OFFICE, THANK YOU.

CC:
ATTACHMENT:

COUNTY FILES
INV. #07M200-2, 07M200-3
P.O. #593644

Millennium Engineers Group, Inc.

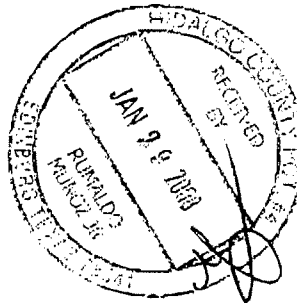
PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
11/21/2007	07M200-2

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541



Terms	Due Date	Project
Net 30	12/21/2007	07M200-Chapa Rd.-San Manuel-PO#593644

Description	Qty	Rate	Amount
Field Density (Soils)	11	20.00	220.00
Vehicle Trip Charge	1	30.00	30.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician	2.75	39.25	107.94
Project Management & Coordination	1	39.79	39.79
7-1204-431-00-124-007-0-731 Pct. # 1373 Pur. Req. # 120241 P.O. # 593644 Approved By:			
INVOICE RECEIVED BY: Rinaldo Munoz Jr on: 1/29/2008 GOODS/SERVICES RECEIVED BY: Rinaldo Munoz Jr 1/29/2008 Contract #07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total \$437.73

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Payments/Credits \$0.00**Balance Due** \$437.73

Millennium Engineers Group, Inc.

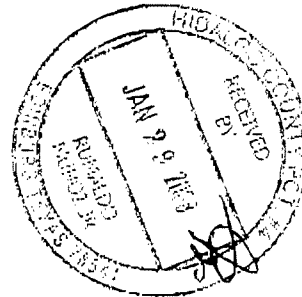
PO Box 4569

Edinburg, Texas 78540-4569

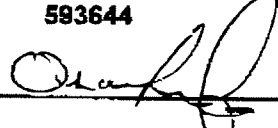
Invoice

Date	Invoice #
11/21/2007	07M200-3

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541



Terms	Due Date	Project
Net 30	12/21/2007	07M200-Chapa Rd.-San Manuel-PO#593644

Description	Qty	Rate	Amount
Field Density (Soils)	3	20.00	60.00
Vehicle Trip Charge	1	30.00	30.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician	2.25	39.25	88.31
Project Management & Coordination	1	21.83	21.83
7-1204-431-00-124-007-0-731 Pct. # 1373 Pur. Req. # 120241 P.O. # 593644 Approved By:  INVOICE RECEIVED BY: <u>Rumaldo Munoz Jr</u> on: <u>1/29/2008</u> GOODS/SERVICES RECEIVED BY: <u>Rumaldo Munoz Jr</u> <u>1/29/2008</u> Contract #07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	\$240.14

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Payments/Credits	\$0.00

Balance Due	\$240.14



Purchase Order COUNTY OF HIDALGO

PO#: 593644

DATE: 10/24/07

Page No 1 Of 1

VENDOR: 284009 REQ:00120241
FAX (956)383-0295 Email:
Phone:(956)383-8522
MILLENNIUM ENGINEERS GROUP, INC.
P.O. BOX 4569
EDINBURG TX 78540-4569

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions:

PCT. REQ. #1373

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	LOT	DO NOT DUPLICATE ORDER C-07-265-10-15 APPROVED COMMISSIONERS' COURT OF 10/23/2007, AGENDA ITEM #6077 WORK AUTHORIZATION #2 UNDER CONTRACT #07-265-10-15 TO PROVIDE GEOTECHNICAL ENGINEERING SERVICES AND CONSTRUCTION MATERIAL TESTING AT CHAPA ROAD IN SAN MANUEL . APPROVED COMMISSIONERS' COURT OF 10/23/2007 AGENDA ITEM #AI-6077. GASB-34 ROAD ID #1847, STARTING POINT AT US HWY 281 ENDING EAST APPROXAMITLY 1.5 MILES. REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 Total ***** For Hidalgo County use only 7-1204-431-00-124-007-0-731 Approved -----	4,234.11	4,234.11
				4,234.11

Authorized by:

Martín L. Salazar

AI-7739

13.C.2.

**Requesting for Payment Application No. 4 from Rio Valley Construction
CC REGULAR**

Date: 02/06/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Approval of Request for Application No. 4 in the amount of \$68,662.20 from Rio Valley Construction, Inc. awarded contractor for the, "Construction of Precinct No. 2 Multi-Purpose Facility in South Tower Road Park," and as certified for payment by project architect, VA Architecture; C-07-042A-09-25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1292-441-00-350-008-8-720

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance in PO #592311, as of 2/1/2008, \$1,061,390.80.

Attachments

Link: Payment No. 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 01:20 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 02:19 PM	APRV
3	Andres Castro	Andres Castro	02/01/2008 09:34 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Rocio Villarreal			Started On: 01/30/2008 03:01 PM	
Final Approval Date: 02/01/2008				

Application and Certificate for Payment

TO OWNER:	County of Hidalgo 100 E. Cano 2nd Floor Edinburg, Tx 78539	PROJECT:	County of Hidalgo Pct 2 Multi-Purpose Facility 1429 S. Tower Road Alamo, Tx 78516	APPLICATION NO: 4	PERIOD TO: 01/28/2008	Distribution to: OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
FROM	Rio Valley Construction, Inc. CONTRACTOR: 4124 N. Taylor Road McAllen, Tx 78504	VIA	Reynaldo Vargas, Architect, Inc. dba V.A. Architecture, Professional Corp. 2029 Industrial Drive McAllen, Tx 78504	CONTRACT FOR: General Construction	CONTRACT DATE: 09/11/2007	PROJECT NOS: C-07042A / 09 / 25 PO # 592311

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,468,000.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,468,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 478,885.20
5. RETAINAGE:	
a. 5 % of Completed Work	\$ 22,350.66
b. 5 % of Stored Material	\$ 1,593.60
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 23,944.26
6. TOTAL EARNED LESS RETAINAGE	\$ 454,940.94
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 386,278.74
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 68,662.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,013,059.06
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	
ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00
Total approved this Month	\$ 0.00
TOTALS	\$ 0.00
NET CHANGES by Change Order	\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rio Valley Construction, Inc.

By: *Myrtle Ernestine Jones*
State of: Texas Myrtle Ernestine Jones

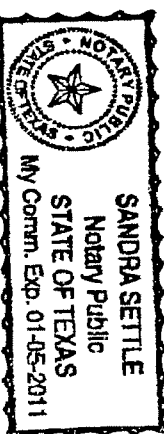
Date: 01/28/08

County of: Hidalgo

Subscribed and sworn to before me this 28th day of January, 2008

Notary Public: Sandra Settle

My Commission expires: 01/05/2011

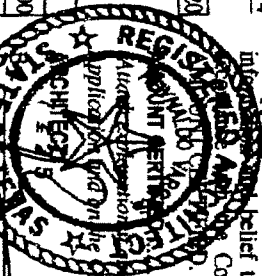


ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the

\$ 68,662.20

Date: 1-28-08



The Architect's certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Document G703™ - 1992

p. 3

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 17887008

APPLICATION DATE: 1/28/2008

PERIOD TO:

ARCHITECT'S PROJECT NO:

4

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
1.01.000	Mobilization	37,000.00	37,000.00				37,000.00	100.00		1,956.00
1.02.000	Betterment Allowance	10,000.00	894.20				994.20	9.94	9,005.80	49.71
1.03.000	Landscape Allowance	5,000.00							5,000.00	
1.04.000	Structural Steel Allowance	2,000.00							2,000.00	
1.05.000	HVAC Allowance	2,000.00							2,000.00	
1.06.000	Plumbing Allowance	2,000.00							2,000.00	
1.07.000	Electrical Allowance	2,000.00							2,000.00	
1.08.000	Drivework	48,300.00	44,436.00		3,864.00		48,300.00	100.00		2,415.00
1.09.000	Concrete Foundation	87,800.00	87,800.00				87,800.00	100.00		4,390.00
1.10.000	Concrete Columns	14,400.00	7,200.00		7,200.00		14,400.00	100.00		720.00
1.11.000	Concrete Walks	12,700.00							12,700.00	
1.12.000	Masonry	209,600.00	136,240.00		41,920.00		178,160.00	85.00	31,440.00	8,908.00
1.13.000	Structural Steel	132,800.00				31,872.00	31,872.00	24.00	100,928.00	1,593.60
1.14.000	Millwork	26,400.00							26,400.00	
1.15.000	Roofing	153,800.00							153,800.00	
1.16.000	Flashing & Dampproofing	10,800.00							10,800.00	
1.17.000	Cavity Insulation	5,400.00							5,400.00	
1.18.000	Waterproofing	2,400.00							2,400.00	
1.19.000	HM Doors & Frames	17,300.00	1,384.00		12,456.00		13,840.00	80.00	3,460.00	692.00
1.20.000	Wood Doors	13,700.00							13,700.00	
1.21.000	Finish Hardware	22,900.00							22,900.00	
1.22.000	Glass & Glazing	27,400.00							27,400.00	
1.23.000	Plaster	23,100.00							23,100.00	
1.24.000	Drywall & Metal Studs	41,200.00							41,200.00	
1.25.000	Acoustical Ceilings	28,900.00							28,900.00	

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.

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AIA

Document G703™ - 1992

Continuation Sheet

4

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.

1/28/2008

APPLICATION DATE:

1/28/2008

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
1.25.000	Ceramic Tile	20,800.00						20,800.00	
1.27.000	Resilient Flooring	28,800.00						28,800.00	
1.28.000	Painting	39,500.00						39,500.00	
1.29.000	Visual Display Boards	4,000.00						4,000.00	
1.30.000	Toilet Partitions	11,900.00						11,900.00	
1.31.000	Flagpole	1,700.00						1,700.00	
1.32.000	Signage	4,200.00						4,200.00	
1.33.000	Fire Extinguishers	1,600.00						1,600.00	
1.34.000	Folding Partition	9,600.00						9,600.00	
1.35.000	Toilet Accessories	5,800.00						5,800.00	
1.36.000	Projection Screens	6,000.00						6,000.00	
1.37.000	Plumbing	89,600.00	34,048.00			38.00		55,552.00	1,702.40
1.38.000	Fire Sprinkler System	28,500.00						28,500.00	
1.39.000	H.V.A.C.	106,200.00						106,200.00	
1.40.000	Electrical	170,900.00	25,636.00	6,836.00		19.00		138,428.00	1,623.55
	Totals	1,468,000.00	374,737.20	72,276.00	31,872.00	478,885.20	32.62	989,114.80	23,944.26

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AI-7710

13.D.1.

**Telecommunication & Network System
CC REGULAR**

Date: 02/06/2008

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

A. Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with DIR-SDD #236 awarded vendor Calence LLC in an amount not to exceed \$5,289.20 requisition #125447 in connection with Texas Law Enforcement Telecommunications System for the Hidalgo County Sheriff's Office;

B. Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with awarded vendor Calence LLC DIR-SDD-236 requisition #125761 for the amount not to exceed \$79,016.80 - Note: This appliance will service the entire county network, backup attached.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-200-002-0-665

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for req #125447 \$812.00 for Calence LLC under dept #200 program #002 object 665

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-200-002-0-745

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for req #125447 \$4,477.20 and for req #125761 \$79,016.80 respectively for Calence LLC.

Attachments

Link: TLETS &
SECURITY NETWORK

Link: SECURITY
NETWORK

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 02:35 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 04:21 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/01/2008 07:51 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Matilde Faz

Started On: 01/29/2008 01:43 PM

Final Approval Date: 02/01/2008

Requisition

Req # 00125447

PO #

Date: 01/18/08

Regular
000000 7110
2/6/08

Bill To: X
X

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Vendor : 327913
CALENCE LLC
1560 WEST FOUNTAINHEAD PARKWAY
2ND FLOOR
TEMPE AZ 85282
FAX (480)212-7400

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-236

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COUNTY WIDE - SHERIFF'S OFFICE DO NOT DUPLICATE ORDER		
1	EACH	2811 w/AC PWR, 2FE, 4HWICs, 2PV DMs, 1NME, 2AIMS, IP BASE, 64F/256D	1,397.20	1,397.20
1	EACH	256 to 768MB DDR DRAM factory upgrade for the Cisco 2811	1,960.00	1,960.00
1	EACH	2-Port RJ-48 Multiflex Trunk -T1	1,120.00	1,120.00
1	EACH	Maximum Compact and USB Flash	476.00	476.00
1	EACH	SMARTNET 8X5XNBD 2811 w/AC PWR, 2FE, 4HWI	336.00	336.00
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-665	812.00	
		8-1100-415-00-200-002-0-745	4,477.20	
			Freight	.00
			Total	5,289.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		<i>Texas Law Enforcement Telecommunication System for Criminal history reports and for warrant and date entry.</i>		

Authorized By: _____

CALENCE

1660 West Fountainhead Parkway
2nd Floor
Tempe, AZ 85282

Account Manager: Berger, Diana
Phone: (956) 681-5581
Client Advocate: Fain, Timothy
Phone: (512) 691-2026
Fax: (512) 691-9480



Quotation

Quote Number: Q-054111-1
Date: 1/8/2008
Shipping Terms: FOB - O
Payment Terms: Net 30 days
Quote Valid Thru: 2/8/2008

DIR Agreement #: DIR-SDD-238
County of Hidalgo
Information Technology Department
100 N. Closser, 1st Floor
Edinburg, TX 78539

REQ. 125447

Part Number	Description	Qty	List price	Disc.	Trade In	Unit price	Ext Price
CISCO2811	2811 w/ AC PWR, 2FE, 4HWICs, 2PV DMs, 1NME, 2AIMS, IP BASE, 64F/256D	1	\$ 2,495.00	44.00 %		\$ 1,397.20	\$ 1,397.20
MEM2811-256U768D	256 to 768MB DDR DRAM factory upgrade for the Cisco 2811	1	\$ 3,500.00	44.00 %		\$ 1,960.00	\$ 1,960.00
MAX-28/38-FLASH-5N	Maximum Compact and USB Flash	1	\$ 850.00	44.00 %		\$ 476.00	\$ 476.00
WWIC-2MFT-T1	2-Port RJ-48 Multiflex Trunk - T1	1	\$ 2,000.00	44.00 %		\$ 1,120.00	\$ 1,120.00
CAB-AC	Power Cord, 110V	1	\$ 0.00	44.00 %		\$	\$ 0.00
S28NIPB-12403	Cisco 2800 IP BASE W/O CRYPTO	1	\$ 0.00	44.00 %		\$	\$ 0.00
MEM2800-64U256CF	64 to 256 MB CF Factory Upgrade for Cisco 2800 Series	1	\$ 0.00	44.00 %		\$	\$ 0.00
MEMUSB-256FT	256MB USB Flash Token for Cisco 1800/2800/3800 series	1	\$ 0.00	44.00 %		\$	\$ 0.00
PWR-2811-AC	CISCO 2811 AC POWER SUPPLY	1	\$ 0.00	44.00 %		\$	\$ 0.00
ROUTER-SDM	DEVICE MANAGER FOR ROUTERS	1	\$ 0.00	44.00 %		\$	\$ 0.00

745
665
745

125447, TLETS

Quote Number: Q-054111-1

Proprietary and confidential. For use only by addressee.

Page: 1 of 3

Edna: As per your request, I am hereby
providing you with the Object Codes
for classification of the items indicated
above.
Sincerely, Jesus M. Alvarado 1-18-08

Reg 125447

CALENCE

1580 West Fountainhead Parkway
2nd Floor
Tempe, AZ 85282

Account Manager: Berger, Diana
Phone: (866) 661-5561
Client Advocate: Fain, Timothy
Phone: (512) 891-2028
Fax: (512) 891-9480



Texas Department of Information Resources
Quotation

Quote Number: Q-054111-1
Date: 1/9/2008
Shipping Terms: FOB - O
Payment Terms: Net 30 days
Quote Valid Thru: 2/8/2008

DIR Agreement #: DIR-SDD-236
County of Hidalgo
Information Technology Department
100 N. Ciesner, 1st Floor
Edinburg, TX 78539

Part Number	Description	Qty	List price	Disc.	Trade in	Unit price	Ext Price
CON-SNT-2811	SMARTNET 8X5XNBD 2811 w/ AC PWR,2F6,4HW1	1	\$ 420.00	20.00 %		\$ 336.00	\$ 336.00

665

* Please contact your Account Manager for financing options.

PLEASE NOTE: THE TERMS AND CONDITIONS ON THE LAST PAGE ARE ALSO A PART HERE-OF, INCLUDING SELLER'S LIMITED WARRANTY AND LIMITATIONS LIABILITIES.

Total Hardware \$ 4,953.20
Total Maintenance \$ 336.00
Estimated Tax \$ 0.00
Estimated Freight \$ 0.00
Quote Total \$ 5,289.20

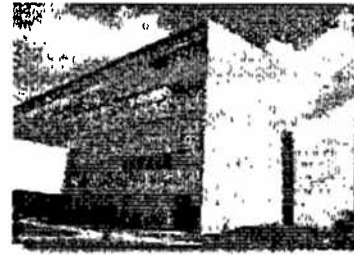
Quote Number: Q-054111-1

Proprietary and confidential. For use only by addressee.

Page: 2 of 3

County of Hidalgo

Information Technology Department
100 N. Closner Blvd.
Edinburg, TX 78539
956-292-7010
www.co.hidalgo.tx.us

Texas

Date:	1/28/08
Time:	
To:	Attn: Maty
Fax #:	(956) 292-7612
Company:	Purchasing
Total Pages:	3
From:	Edna Kirby
Fax:	(956) 318-2699
Regarding:	CALENCE/ Req. # 125447
Comments: If you have any questions please call me at (956) 292-7010 Ext. 6017	
e-mail address	edna.kirby@co.hidalgo.tx.us

The Migration Process

Once an agency has successfully passed the Security Review Process, TxDPS will begin the process of moving an agency onto the new system. TxDPS recognizes that we must work together and exchange information in order for the transition to be as smooth as possible. This document provides the TLETS member agency with most of the information needed before embarking on the transition. Depending on the size and complexity of the agency, the transition may involve one or more individuals at each agency. The details of the process will likely vary for each agency depending on their configurations and internal structure. The process is current as of this writing and will likely be improved over the course of the migration.

An initial contact call will be placed to the known TLETS primary contact as soon as possible following the Security Review approval. The results of the initial contact will be:

1. The identification of the primary contact for the conversion effort.
2. The identification of a contact person who will provide the TLETS operator information to TxDPS. More information on the collection of Operator information is found under the section entitled **TLETS Operators**.
3. The identification of the technical person who will be responsible for configuring your system to communicate with TxDPS.
4. A scheduled time for completing the TxDPS survey which is described later in this document.

Following the initial call, TxDPS will provide by e-mail a list of operators to the contact person, a Terminal Connection Report containing the current configuration at your agency, and a link to a website containing pertinent information on the TLETS Re-Engineering Project.

The document refers frequently to the TLETS web site which is found on the Internet at:

http://www.txdps.state.tx.us/director_staff/information_management/tlets/reeng/reengindex.htm.

*At the security screen, enter username: **tlets** and the case sensitive password: **#5Et3a**.*

Note that while the Security Review Process is a prerequisite to the conversion onto the new system, the information supplied in that process is only available to the TLETS Re-Engineering team on a “need-to-know” basis. A converting agency may find that some of the information provided to TxDPS is re-requested during the conversion process.

Connectivity

In most cases, TxDPS will continue to provide connectivity to the agency using the same method that is currently provided. The activities required to connect each agency to the IP network will vary significantly; this is largely dependent on the number of TLETS devices a member agency has. In the new system, a device is equivalent to equipment that is assigned a mnemonic in the current system. **Direct connect printers will not be used across the satellite network.** Printing will be accomplished using a windows defined printer.

Agencies that connect across the TxDPS Satellite network will be provided a 10.x.x.x subnet. Because of the variation in the configuration at the site, TxDPS has attempted to categorize the configurations based on devices.

Small Site

The small site refers to an agency on satellite having only a single terminal or workstation. They will need a computer that meets or exceeds the specifications provided below and a standard T568b-T568a Cat5 crossover cable to connect the workstation to the satellite transceiver.

Medium to Large Satellite Site

The medium to large satellite sites will have more than one device and will connect to TxDPS across the satellite network. The agency will provide the computer equipment for all the devices as well as necessary networking equipment. If the agency can support the subnet provided without using Network Address Translation (NAT), then the agency need only supply a full-duplex switch having enough ports for all the devices needing connectivity. Agencies may utilize a second Network Interface Card (NIC) and configure it for connectivity with TxDPS. If this approach will be used, the agency should include that information in the Security Review Packet. If the agency will be connecting from an IP network and cannot use the TxDPS assigned IP addresses, they will need to use Network Address Translation (NAT). In this situation, the agency will need to incorporate a standard TCP/IP router with console access to configure NAT. The TLETS member agency is responsible for configuration of all networking equipment at their site.

Large Terrestrial Sites

Agencies connecting to TxDPS on a terrestrial circuit will be provided a Frame Relay circuit for connectivity into TxDPS. **The TLETS member agency will be responsible for networking equipment compatible with the TLETS network.** Connectivity will be achieved using a router which supports Cisco Advanced IP Services. TxDPS will act as the Certificate Authority for the Encryption Keys and can provide a template for the router configuration. As soon as the Security Review Packet is delivered to TxDPS, the agency should contact the TLETS Order Center to begin the plan for migration. TxDPS will need to work very closely with these sites during their movement onto the new system.

Workstations and Printers

TxDPS has procured a Java Application referred to as “workstation” software to replace the 3270 screens in the legacy SNA environment. “Workstation” is associated to TLETS devices that are not behind an interface system. This application will be provided at no cost to TLETS member agencies. The recommended computer specifications are below.

- CPU/Type/Speed: 2 GHz
- Memory: 512 MB
- Display Resolution: 1024 x 768
- Disk Space Available: 300 MB
- Operating System: Windows XP SP2 or 2000 SP4
- Interface: TCP/IP Network Interface Card (NIC)

The software will operate on systems having the below minimum specifications, however, the performance may not be sufficient:

- CPU Type/Speed Pentium 600mhz and above
- Memory 256 MB
- Display Resolution 1024 x 768
- Disk Space 50 MB
- Operating System: Windows XP SP2 or 2000 SP4

TxDPS is aware that computer systems currently being purchased are most often delivered with Windows Vista. There is no reason to believe that the system will not operate sufficiently on that platform, however, our vendor has not approved the software for operating on Windows Vista at this time. Additionally, TxDPS personnel do not have experience with this platform, so assistance in navigating through that operating environment will not be available.

The software will be installed from a CD which will be mailed to the agency following the initial contact call. TxDPS has detailed installation instructions which must be followed precisely. The agency will be required to install the software on each computer that will use the “workstation”.

Printing from within the application will be accomplished using a Windows defined printer. Printing can be accomplished in a variety of ways:

- The operator may redirect all messages received to a printer. *This is equivalent to using F4 in the current 3270 environment, except the printer will not be assigned a mnemonic.*
- The operator may select individual messages or groups of messages sent or received for printing. In this mode, the printer is not assigned a mnemonic. Messages are directed to the workstation and the TLETS operator is in control of what is and is not printed. *This is somewhat similar to using F10 in the legacy environment.*
- The operator may set the workstation software for unattended printing. Setting the workstation to this mode will log the operator out of the workstation and will log the printer onto the message switch. The workstation would remain powered up and logged in and the printer would need to be available. An agency requiring a TLETS printer for broadcast messages only would use this methodology. This would require the existence of a PC having a windows printer attached; the PC could not be used for access to TLETS.

Interface Systems

Many TLETS member agencies use CAD, RMS, or mobile systems at their site. TxDPS refers to such systems as Interface Systems. In the legacy system, these systems exchange information with TxDPS using SNA/SDLC. In the new system, these systems will exchange information using a TCP/IP socket protocol called DMPP-2020. Agencies connecting to TxDPS will be required to use AES-256 encryption for exchanging the data with TxDPS.

TxDPS will require the agency to modify their systems to exchange data using the new protocol. This may or may not involve the use of a vendor. TxDPS recognizes that some of these interface systems no longer have support available. Agencies must plan for this situation because TxDPS cannot allow continued exchange of

CJIS information using SNA/SDLC. Agencies are required to incorporate the new data exchange methods in their systems.

TxDPS has provided a test site at TxDPS headquarters in Austin to facilitate TLETS member agencies' vendors to test their software across the TxDPS satellite network. Numerous vendors have used the test area to verify that their systems are ready for the new system. TxDPS does not require the testing, however it is highly recommended. Information regarding the test area can be found on the TLETS Re-Engineering web site under the link "Rules for Interface Testing."

Specifications for data exchange are also on the web site under the following links:

- DMPP-2020 Interface Specification
- DMPP-2020 Technical Guide
- DSEO-2020 Technical Specification
- OFML Interface Specification
- DMPP-2020 Abbreviated Guide
- Encryption Example

TLETS Operators

The new TLETS system requires UserIDs for every operator submitting transactions through the TLETS system. The system is designed so that the credentials are validated and includes a secondary check on the training record to verify that the operator has received the required NCIC training.

Following the initial contact call, TxDPS will provide the migrating agency a spreadsheet containing operators that TxDPS believes are associated with the TLETS member agency. The Agency contact will be required to review the list of operators and identify additions, deletions, and corrections on the spreadsheet. TxDPS will provide detailed instructions and requests that those instructions be followed closely to facilitate the migration effort.

After the spreadsheet is returned to TxDPS, TxDPS will assign Authorization Levels (Certifications) and expiration dates based on training record(s) on file. Questions related to the Certification or expiration date should be directed to the Crime Records Service, TCIC Training at 512-424-2832 or by email tcic.training@txdps.state.tx.us.

TxDPS will allow operators who have not received TCIC classroom training or who have failed to take the re-test in the allotted time to perform transactions for a period of six (6) months in a probationary status. This should provide the agency adequate time to ensure that operators have received the required training.

Telephone Survey

Once a member agency is eligible to move onto the new system, TxDPS and the agency will participate in an information gathering session by phone. The call may require multiple persons from both parties in order to exchange the information necessary for the migration. During the telephone survey, your current configuration will be reviewed to ascertain your needs on the new system. Devices, group broadcast codes, ORIS used or supported by your agency, addresses, and contacts will be reviewed so that TxDPS may accurately update their records. Questions regarding the operator list will be addressed during this call.

Evaluation of Devices

TxDPS will review the current number of devices with the agency and identify any devices that may no longer be necessary at the agency. TxDPS will look at the number of transactions that have been run on each device for the last 6-8 months. Devices that are unused will be eliminated from the configuration. During the first phase of the migration, the number of devices operating the individual workstation software may be limited.

If the agency has requested additional devices in the Security Review Process, TxDPS will make every effort to accommodate that request.

The agency will need to notify TxDPS with any ORIs that the agency may use to support other agencies as well as the level of authority and the devices that use those ORIs.

Hours of Operation for non-24 hour Agencies

Terminal agencies open less than 24 hours may identify the mnemonic of the agency it wishes to receive its messages during the off-hours. You should provide a verification that the recipient agency agrees to receive your off-hour messages. TxDPS will configure the system to automatically re-route traffic during the hours that the agency is closed. The agency will no longer have the ability to change routing themselves.

Radius broadcast

The new system provides the capability for agencies to send a message to agencies within a specified distance from a central point. Most agencies that already receive broadcast messages have already been configured with this capability. During the telephone survey, TxDPS will determine the device(s) which will receive such broadcasts.

Scheduled date

The determination for the best date for the conversion will be agreed upon. It is important to schedule a date so that all parties have a target to move towards. TxDPS recognizes that extenuating circumstances do arise and that the scheduled date may need to be adjusted. If the date needs to be adjusted, please notify the TLETS Order Center as soon as possible.

Preparation for Migration

TxDPS will prepare the configurations for new devices in advance and configure the PES for transmission of Internet Protocol. The TCP/IP subnet will be identified to the agency; each workstation will be assigned a unique IP address. This will allow the TLETS member Agency to prepare their network for the connection. If the agency has multiple devices, advanced preparation of the equipment in the TLETS member agency makes

the conversion process much smoother. Single station agencies that connect to the PES without intervening network equipment will require the use of a standard Ethernet crossover cable to connect their PC to the PES. Information necessary for the configurations is found on the web site under the following link:

- Single Workstation Setup and/or Multiple Device Connectivity Guide (depending on the agency's configuration.)

If the agency is using the TxDPS workstation software, the software can be installed on the workstation only after connectivity with the TxDPS network is established.

- Workstation CD Install (TxDPS will provide software; do not attempt to install until you have a working and active connection to the Omnixx server.)

The Workstation software will not be usable until you contact TxDPS.

TLETS Network Operations (1-800-638-5387) can assist with some problems encountered during the workstation installation as well as the verification of the connectivity with the TxDPS TLETS. TxDPS cannot assist with equipment configurations. The equipment at the agency is the agency's responsibility.

Migration

TxDPS recognizes that agencies having complex configurations may take more than one day to complete. TxDPS will allow the agency to operate on both SNA and TCP/IP for no longer than two weeks. The agency must coordinate with any third parties to ensure that the transition of the entire agency can be achieved in a short time frame.

Additional Information

- It is recommended you print out all necessary documentation before attempting connectivity.
- Read the instructions CAREFULLY.
- Prepare your agency's equipment prior to the scheduled date. The software can be installed ahead of time, but it cannot be installed unless your equipment is successfully connected to the TLETS network.

The following documents are useful for the operators using the new Java Application:

- Omnixx Force Training Manual
- Omnixx Force Shortcut Keys
- Quick Start Guide

Help Desk

If any questions arise during or after the installation, call Network Operations at 1-800-638-5387 or TLETS Order Center, tlets_order_center@txdps.state.tx.us, 512-424-2256.



Multiple Device Connectivity Guide

Intended Audience: TLETS member agencies that have more than one terminal and/or servers

Reason for Guide: The satellite transceiver (Personal Earth Station or PES) has a single Ethernet port that provides the physical connection between the agency and the TLETS network. Agencies having more than one device interconnecting with TLETS will need to independently design their network to exchange data with TLETS. This document should provide most of the information necessary to achieve that connection when a local agency has multiple devices to TLETS. The configuration of equipment necessary to connect with TLETS will vary widely depending on the complexity of the network establishing connectivity with TLETS. Agencies having multiple devices connected into TLETS will be responsible for configuring any network equipment for connectivity to the TLETS system.

Scenario 1: The simplest network that may exchange data with TLETS will not interconnect with any other networks including the Public Internet. Normally for this type of setup, the agency will provide an Ethernet switch with enough ports and cabling to connect the devices to the Personal Earth Station. The agency will make a physical connection using Ethernet cables and then follow the single workstation install instructions for each individual workstation on the TLETS system. This information may be obtained from the TLETS website identified in the subsection, "Additional Information"

Scenario 2: More complex networks will require configuration of network appliances and may include route statements, firewall rule sets, Network Address Translation (NAT) and possibly other configurations depending on the network. TxDPs will assign the local agency a range of IP addresses (a subnet) and each device at the agency will be assigned a static IP address. TxDPs will provide the agency with a Terminal Connection Report (TCR). The TCR is the replacement for the TDA sheet that TxDPs has provided to the agency in the past. The heading of the TCR will provide the Agency with an address labeled "Gateway" as well as the subnet mask. The gateway address combined with the subnet mask will identify the subnet (range of IP addresses) that can be used behind the PES. The Gateway address is the IP address that TxDPs has assigned to the PES unit and is reserved for that purpose. TxDPs will "skip" the subsequent address and then assign each of the devices assigned to the agency an address within the subnet. The agency will use the "skipped" address as an "inside" address they can use for their network equipment.

Prerequisites:

DNS If the agency has a DNS server, an entry should be made to resolve the name DPSTLETS to the address 170.193.46.67. If the agency does not have DNS, then the agency will need to modify the hosts file on each workstation and/or interface server for this resolution.

Firewall If the agency has the TxDPs supplied workstation software installed, the following ports must be opened to the firewall:

170.193.47.9 : 6600	Workstation software to message switch
170.193.46.67 : 80	Login page which is encrypted using AES

Java TXDPs will provide a CD to install the software. Administrator privileges are required to install the software. After the initial install all operators will need full control over the following directories on their system while using the workstation software (the directories will be created at install time).

TLETS (C:\TLETS)

Java (C:\Program Files\java\re1.5.0_xx) (xx is the update number)

Java Web Start (C:\program files\Java Web Start\)

When installing from the CD, if the JAVA directory already exists, an error will occur. If this happens, then you will need to go to add/remove programs and uninstall version 5 only. Then you may need to physically remove the following directory: C:\Program Files\java\re1.5.0_05.

Interface Agencies:

If the agency has an interface installed, the following port must be opened to the firewall:
170.193.47.9 : 6800

A production codebook will be provided separately for interfaces to use the application layer AES encryption.

Mobile data systems are not allowed to request or receive CHRI data. If a single server system will support both a CAD and Mobile system, the system must be able to transmit messages from the Mobile system using one mnemonic and transmit from the other system using a different mnemonic. In other words two mnemonics would be associated with a single server. Authority would be limited to the mobile system so that CHRI data may not be requested.

Interface systems are required to submit the DPS issued UserIDs in the stream of data. If the agency wishes to use local user IDs in lieu of the TxDPS issued user ID, it is permissible to map the Local UserID to the TxDPS-issued UserID as long as the submitted UserID is the actual operator of the device. TxDPS will be validating User Certifications to insure that the operator has been trained and assigning authorities associated with that training to the TxDPS user id. In the event that the local system is set up with UserIDs other than those issued by TxDPS and your agency wants to continue to use those UserIDs and not the TxDPS user IDs, the interface will need to be capable of translating the “local” user ID to the TxDPS issued user ID. This would be most easily accomplished by adding a table for the conversion so that as operators come and go, the table can be easily maintained by the local agency.

Additional Information:

Other helpful information can be found on the Re-Engineering link at the following website:

http://www.txdps.state.tx.us/director_staff/information_management/tlets/tletsindex.htm
The username is tlets and the case sensitive password is #5Et3a

It is highly recommended that the following documents, located on this web-site, be printed prior to beginning the installation of the software.

“Workstation CD Install”
“Omnixx Force Training Manual”
“Omnixx Force Shortcut Keys”

All operators must have full control over the following directories and subdirectories beneath those directories:

C:\TLETS
C:\Program Files\Java Web Start
C:\Program Files\Java

These directories will be present on their system following the install.

Requisition

Req # 00125761

PO #

Date: 01/24/08

*Regular
7710
2/6/08*

Bill To: x
x

Vendor: 327913
CALENCE LLC
1560 WEST FOUNTAINHEAD PARKWAY
2ND FLOOR
TEMPE AZ 85282
FAX (480)212-7400

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-236

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COUNTY WIDE - QUOTE NUMBER 121107TF-1 DO NOT DUPLICATE ORDER		
1	EACH	NAC Appliance 3390 Manager - max 40 Servers	21,834.40	21,834.40
1	EACH	SMARTNET 8X5XNBD NAC Appliance 3390 M	3,556.00	3,556.00
4	EACH	NAC Appliance 3310 Server - max 250 users	8,394.40	33,577.60
4	EACH	SMARTNET 8X5XNBD NAC Appliance 3310 S	1,367.20	5,468.80
1	EACH	Installation and configuration of quoted equipment	14,580.00	14,580.00
		Account No _____	Encumbrance	
		8-1100-415-00-200-002-0-745	79,016.80	
		<i>Security App. for Network.</i>	Freight	.00
			Total	79,016.80
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 <i>She will be send Backup + info. and what is for</i>		

Authorized By: _____

01/29/2008 16:18 FAX 956 3182699
01/23/08 14:02 FAX 956 318 2629
01/11/2008 12:32 FAX 956 3182699

HIDALGO COUNTY JUDGE
HIDALGO CO. PURCHASING
HIDALGO COUNTY JUDGE

001/002
001
005/005

County wide

Attn: Elena

CALENCE™

Putting your network to work.™

Go DIRECT

DIR Contract Number: DIR-800-226

Address:
1130 Rutherford Lane
Bldg 2, Suite 200
Austin, Texas 78753
Order Phone: 800-368-9130
Order Fax: 512-491-0480

Security
network

Req. 125761

Qty	Part No.	Description	List	Cost	Extended
1	NAC-GR-40-K8	NAC Appliance 3300 Manager -max 40 Servers	\$ 38,990.00	\$ 21,834.40	\$ 21,834.40
2	CAB-AC	Power Cord, 110V	\$ -	\$ -	\$ -
1	CON-SMT-NAC-250	SMARTNET 8000000 NAC Appliance 3300 M	\$ 4,445.00	\$ 3,556.00	\$ 3,556.00
4	NAC-310-250-K8	NAC Appliance 3310 Server -max 250 users	\$ 14,990.00	\$ 8,364.40	\$ 33,577.60
4	CAB-AC	Power Cord, 110V	\$ -	\$ -	\$ -
4	CON-SMT-NAC-250	SMARTNET 8000000 NAC Appliance 3310 S	\$ 1,706.00	\$ 1,587.20	\$ 6,408.80
1	ProServices	Installation and configuration of quoted equipment Lead time 15-14 days.	NA	\$ 14,580.00	\$ 14,580.00

NOTE: ALL Order Forms MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH ASSIGNED PURCHASE ORDER or Order will be delayed...

DIR Contract Number: DIR-800-226	TOTAL FOR THIS ORDER: \$ 79,016.80
Vendor Contact: Tim Fain - (512) 991-2626 - timothy.fain@calence.com	QUOTE NUMBER: 121107TF-1

Ship To:
Revised Address:
County of Hidalgo
800-318-2151
Phone:

Calence 34000 Tax

Customer E-Mail Address: rena@co.hidalgo.tx.us

Phone:
Quote Date: 12/11/2007

745 ✓

OK
1-23-08

Edna: Do this

C.W.
ACCT.

Attn. Edna Kirby
FAX: 318-2699

Req # 125761

Matilde Faz

From: Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent: Wednesday, January 30, 2008 8:14 AM
To: matilde.faz@co.hidalgo.tx.us
Subject: FW: Cisco Clean Access info (aka Cisco Network Access Control)
Importance: High

Ms. Maty,

The following information is for Req. #125761 (Calence).

Edna Kirby

From: Renan Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Tuesday, January 29, 2008 5:05 PM
To: edna.kirby@co.hidalgo.tx.us
Subject: FW: Cisco Clean Access info (aka Cisco Network Access Control)
Importance: High

What a NAC does:

THIS APPLIANCE WILL SERVICE the entire county network, which now hosts over 2000 nodes.

Cisco NAC Appliance extends NAC to all network access methods, including access through local area networks (LANs), remote-access gateways, and wireless access points. Cisco NAC Appliance also supports posture assessment for guest users.

When deployed, Cisco NAC Appliance provides the following benefits:

- Recognizes users, their devices, and their roles in the network. This first step occurs at the point of authentication, before malicious code can cause damage.
- Evaluates whether machines are compliant with security policies. Security policies can include specific antivirus or antispymware software, OS updates, or patches. Cisco NAC Appliance supports policies that vary by user type, device type, or operating system.
- Enforces security policies by blocking, isolating, and repairing noncompliant machines.

Noncompliant machines are redirected into a quarantine area, where remediation occurs at the discretion of the administrator.

Thanks!

=====

Renan Ramirez

CIO

IT Department / Hidalgo County, Texas

956-292-7010 x.6011

www.co.hidalgo.tx.us

Reg. 125761

From: Perez, Oscar [mailto:Oscar.Perez@Calence.com]
Sent: Friday, January 25, 2008 9:51 AM
To: Renán Ramirez Canto
Cc: Avila, David; Berger, Diana
Subject: Cisco Clean Access info (aka Cisco Network Access Control)
Importance: High

Renan:

In this link you will find an overview of the Clean Access solution.

<http://www.cisco.com/en/US/products/ps6128/index.html>

But briefly, the most important features and benefits for your network environment are:

Cisco NAC Appliance extends NAC to all network access methods, including access through local area networks (LANs), remote-access gateways, and wireless access points. Cisco NAC Appliance also supports posture assessment for guest users.

When deployed, Cisco NAC Appliance provides the following benefits:

- **Recognizes users, their devices, and their roles in the network. This first step occurs at the point of authentication, before malicious code can cause damage.**
- **Evaluates whether machines are compliant with security policies. Security policies can include specific antivirus or antispyware software, OS updates, or patches. Cisco NAC Appliance supports policies that vary by user type, device type, or operating system.**
- **Enforces security policies by blocking, isolating, and repairing noncompliant machines.**

Noncompliant machines are redirected into a quarantine area, where remediation occurs at the discretion of the administrator.

Also, the link below is the Cisco Q&A's for the product:

http://www.cisco.com/en/US/prod/collateral/vpndevc/ps5707/ps8418/ps6128/prod_qas0900aecd802da200.html

Let me know if you need any additional information or if you have any question.

1/30/2008

Rgt
125761

Oscar Perez

Network Architect

Calence, LLC

Phone: 956.451.5654

www.calence.com

2005 Cisco Global Channel Partner of the Year – US/Canada

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1/30/2008

1-30-08

MATY,

THIS IS FOR

REQ. # 125761

CALENCE

EK

**CA Implementation
Statement of Work**

for

Valgo County

Statement of Work No. 200710001-s1

January 15, 2008

Developed By

Calence, LLC

Corporate Office

1560 W. Fountainhead Parkway, 2nd Floor
Tempe, AZ 85282

McAllen Office

2712 N. McColl Rd.
McAllen, TX 78501

CALENCESM

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The information contained herein is considered Calence trade secret and/or confidential and proprietary information and is produced solely for the Client identified above; accordingly, this Statement of Work is provided to Client in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Calence. Calence makes no warranties, express or implied, in this Statement of Work. Calence and Calence products or services named herein are either registered trademarks or trademarks of Calence, LLC in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

2008 JAN 30 PM 4:28

RECEIVED BY
COUNCIL SECRETARY

Statement of Work

This Statement of Work is made effective January 15, 2008 ("Effective Date") by and between Calence, LLC ("Calence") and Hidalgo County ("Hidalgo County" or "Client") and is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDD-236 dated May 9, 2006 (the "Agreement") between Calence and State of Texas Department of Information Resources ("DIR"). This Statement of Work will be incorporated by reference into the Agreement and become a part of the Agreement upon execution by both parties. Unless otherwise indicated, capitalized terms used herein that are defined in the Agreement will have the same meanings as in the Agreement. In the event of any conflict between this Statement of Work and the Agreement, the Statement of Work will control.

Objectives

Calence will meet the following Services objectives:

- Install and configure Cisco Clean Access system

Scope and Approach

Calence will perform the following Services:

Project Management

- Be the primary point of contact to Client on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Client expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Hidalgo County and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Hidalgo County's designated project representative
- Prepare written status reports for Hidalgo County at mutually agreed-upon intervals

CCA Implementation

- Assist with the network design required to enable CCA to support on-site workstations/desktops
 - Install cabling for CCA server and manager hardware
 - Assist with the network design required to enable CCA to act as a gateway for internal users to include:
 - Policy Based Routing

- Quality of Service (to support SNMP traps)
- Generic Routing Encapsulation Tunnels
- VLAN planning
- SNMP command trap settings for switches
- Configure two (2) CCA servers for two (2) sites
 - Install the operating system and software for the Clean Access Servers (CAS)
 - Apply for and install the product keys for servers
 - Update the server CCA application software for the CAS's
- Configure one (1) CCA Manager
 - Install the operating system and software for the Clean Access Manager (CAM) servers
 - Apply for and install the product key for the CCA Managers
 - Update the server CCA application software for the CCA Managers
 - Create the administrator accounts for CCA
- Create Test Plan
 - Identify end user logon pages requirements for authenticated company users and un-authenticated visitors
 - Identify operating systems and virus scanning services on machines to be configured as desktops through CCA
 - Identify services to be supported by CCA. Configure filter rules for allowable traffic
 - Identify devices exempted from CCA.
 - Identify VLAN configuration for authenticated users
 - Determine the list of policies and rules, which will be agreed upon prior to testing; custom policy and rule creation will not exceed three in any of the categories listed below:
 - AV checks
 - Spyware checks
 - Microsoft operating system patch levels
 - Registry settings
 - Files
 - Processes
 - Services
- Implement Test Plan

- Deploy the CCA Desktop agent on up to 5 different desktop machines (Windows NT and higher and MAC)
 - Test and tune the CCA Systems
- Successfully demonstrate the following functionality
 - Prohibit a system without running anti-virus from gaining access to the network
 - Demonstrate limited access for a user with the incorrect Microsoft patch level
 - Demonstrate the error message to the user of a policy violation that was detected (Anti-virus, patch level, etc.) and the instructions of how to remediate the problem
 - Implement single sign-on via transparent Cisco Clean Access (CCA) integration with Active Directory
- Create Roll-out Plan
- Implement Roll-out Plan
- Convert two ports per switch to use Cisco CCA system (out-of-band implementation)
- Convert 2 VLAN's to use CCA system (in-band implementation)
- Create Operations Documentation including:
 - Vlan layout
 - IP addresses of CCA Managers and Servers
 - Switch configuration changes
 - Screen shots from CCA Manager administration screen
- Provide 1 day of training to administration staff
- Provide 3 days onside Day 2 support CCA appliance

Developed Works

Calence will provide the following Developed Works:

- Operations documentation

All rights and title to any Developed Works shall belong to Client. All rights and title to Copyright Materials and Trade Secret Materials shall belong to Calence, subject to the license expressly granted in this Statement of Work. All rights and title to Calence Resources shall belong to Calence, without any license with respect thereto Client or any third party. All rights not expressly granted by Calence hereunder are reserved by Calence.

Subject to Client's performance of its obligations under this Statement of Work, including its payment obligations, Calence hereby grants to Client a nonexclusive, nontransferable, limited license (without the right to grant sublicenses), to use, execute, copy and create derivative works of the Copyright Materials, and to use Trade Secret Materials: (i) solely for Client's internal business purposes; (ii) not for the benefit of, or access by, any third party other than Client's contractors who are subject to written agreements consistent with this Statement of

Work and who act solely for the benefit of Client; and (iii) subject to all other provisions of the Agreement and this Statement of Work.

For the purposes of this Statement of Work:

- “Calence Resources” means all software, documentation, information and materials used by Calence, or by Calence’s contractors on behalf of Calence, in Calence’s performance under this Statement of Work.
- “Copyright Materials” means all works of authorship recorded or copied in the Developed Works, and which may include designs, plans, blue-prints, manuals, diagrams, activity reports, security assessments, and other written materials.
- “Trade Secret Materials” means all non-public information that is provided to Client under this Statement of Work, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions, processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. Customer is responsible for configuring any switches needed to deploy the NAC appliances. Calence will provide the configuration recommendations.
2. Customer will provide the equipment necessary to test the NAC system prior to deployment. Calence will provide a list of equipment needed for the lab prior to the start of the project.
3. *Customer will have the lab configured to Calence specifications prior to the start of the project.
4. All software, hardware, network wiring, permits, licenses and right of ways necessary for the completion of this project will be acquired and/or installed by Hidalgo County in a timeframe that allows Calence to complete or meet the project-specific milestones.
5. Hidalgo County and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Calence, (b) provide input throughout the project and will review progress at review meetings requested by Calence; and (c) provide Calence with access to all of Hidalgo County’s information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Client and third-party contacts necessary for Calence to do so. Such cooperation, input, and access are critical to this project, and Hidalgo County’s representation at all review meetings is essential.
6. Hidalgo County will ensure that the Calence project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Hidalgo County will ensure that the work

- environment is free of hazardous materials and free from asbestos, and that all Calence personnel are provided with all necessary safety equipment and training while on Hidalgo County's or its customer's site.
7. Hidalgo County is responsible for providing adequate and secure onsite storage for all deliveries.
 8. Hidalgo County is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Calence; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
 9. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Calence in writing. Calence will schedule resources upon receipt and acceptance of a fully executed Statement of Work and a Purchase Order (to the extent required) from Hidalgo County. Calence will use commercially reasonable efforts to take into account Hidalgo County's schedule, but in all events the performance of the Services is subject to the availability of Calence personnel and resources, as determined by Calence.
 10. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
 11. Hidalgo County will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.
 12. Any work performed around undocumented data flows will constitute additional out-of-scope work.
 13. Work estimates assume the Services will be completed within the duration stated in the Timeframes section below. Calence is not responsible for delays or repeated tasks caused by factors outside Calence's control. These factors include availability of Client personnel, equipment and telecommunication provider services. Hidalgo County will compensate Calence for any out-of-scope work requested by Hidalgo County on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
 14. Client agrees to hold information designated in writing as confidential or proprietary by Calence in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Client's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Client any title to or ownership rights in any such information; and, upon written request of Calence, Client shall promptly return or delete any such information which it has in its possession.
 15. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Hidalgo County.

Timeframes

Calence estimates that the Services described herein will be completed within 2 weeks after the start of the project.

Fees

Consulting Fees

Services will be provided for the fixed fee listed below.

	Fixed Consulting Fee
CCA Implementation	\$14,580.00

Pricing Assumptions

1. Consulting Fees pricing does not include any necessary hardware/software costs, and expenses are not reimbursable.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Calence observed holidays.

Invoicing and Payment

Hidalgo County will be invoiced monthly, based on the percentage of the Services completed that month, and will pay each invoice within 30 days from invoice date.

Credit Approval

This Statement of Work is subject to credit approval by Calence. Hidalgo County agrees to submit such financial information from time to time as may be reasonably requested by Calence for the establishment and/or continuation of credit terms.

Location

The engagement will be performed at Hidalgo County's facilities located at 100 N. Closner Blvd, Edinburg, TX 78539

Client Contact Information

Hidalgo County's contact for this engagement is [name] (phone: 956.292.7010; email: renan@co.hidalgo.tx.us), who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the Hidalgo County resources required to complete the project.

Change Management

Calence reserves the right to increase the fees and other amounts due to it hereunder in the event any of the assumptions or requirements set forth in this Statement of Work are unperformed or incorrect, or if Hidalgo County requests Calence to provide additional services outside the scope of Services. In any such event, Calence will have no obligation to perform the affected Services or any additional services unless Calence has agreed, in writing, to the increased fees and/or the additional scope, as applicable, in the form of an addendum to this Statement of Work.

Escalation Procedure

Communications from Client to Calence concerning the Services provided under this Statement of Work will be escalated in accordance with the following table. Names are listed in the order in which escalation occurs.

Title	Name	Contact Information
Account Manager	Diana Berger	Phone: 956) 661-5561 Fax: 956.661.5550 Email: diana.berger@calence.com
Project Manager	David Avila	Phone: 956.975.1635 Fax: 956.661.5550 Email: david.avila@calence.com
Consulting Market Director	Terry Hartman	Phone: 956.661.5874 Fax: 956.687.3794 Email: terry.hartman@calence.com

Acceptance Date

This offer of Services will be good through February 15, 2008. Signature by Hidalgo County indicates acceptance and authorization to proceed with the Services.

Invoicing Procedures

Calence will send invoices to:

Hidalgo County
100 N. Clossner Blvd,
Edinburg, TX 78539
Attention: Accounts Payable

Accounts Payable Contact: _____

Phone: _____

A Purchase Order ☐ Is ☐ Is Not required for payment of invoices.

Purchase Order Number: _____

Statement of Work for CCA Implementation at Hidalgo County

IN WITNESS WHEREOF, Hidalgo County and Calence have executed this Statement of Work as of the date set forth above.

Calence, LLC

Signature: _____

Name: Rob Pinkham

Title: Executive Vice President

Date: January 30, 2008

Hidalgo County

Signature: _____

Name: _____

Title: _____

Date: _____

AI-7699

13.E.1.

**Requesting authority to advertise and draft specs and selection criteria
CC REGULAR**

Date: 02/06/2008

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Yvette Islas

Department: PURCHASING DEPT.

Agenda Area: Purchasing
Department

Purchasing only: Health & Human Services
Dept.

Information

CAPTION

Requesting authority to advertise and approval of draft requirements and evaluation criteria (attached hereto) for: "Computerized Radiology System" for Hidalgo County Health Department. RFP No. 2008-043-03-20-YSI

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-441-00-340-029-0-748

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$250,000.00 has been identified for funding. Pending prior year carryover.

Attachments

Link: [specifications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 12:26 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 01:32 PM	APRV
3	Rey Salazar	Rey Salazar	02/01/2008 10:41 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Yvette Islas
Started On: 01/28/2008 03:59 PM

Final Approval Date: 02/01/2008



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Eduardo Olivarez, Chief Administrative Officer
Hidalgo County Health Department

FROM: Yvette Islas, Buyer *YI*
Purchasing Department

DATE: January 16, 2008

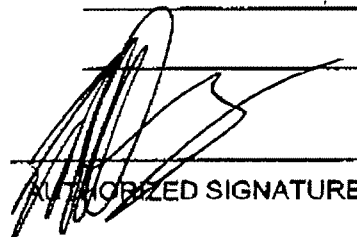
RE: Approval of DRAFT specifications for: RFP No. 08-043-03-20-YSI
"Computerized Radiology System" - Health Department

Attached are "Exhibit A"(Requirements) and "Exhibit B" (Selection Criteria) with changes reflecting the meeting held on January 16, 2008 (11:00 am) in reference to the above listed project. Once you review both documents and the account number, please sign off to indicate your approval, disapproval, or add information if needed and remit your response to the Purchasing Department no later than **Friday, January 18, 2008**.

Should you have any questions, please do not hesitate to call me at (956) 318-2626, ext 4874. Thank you for your assistance.

_____	APPROVAL OF SPECIFICATIONS
_____	DISSAPPROVAL OF SPECIFICATIONS
7-1336-441-00-340-029-0748	BUDGET ACCOUNT #

Add additional information to the bid packet: _____

	<i>Eduardo Olivarez</i>	<i>1/24/08</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or
via e-mail: yvette.islas@co.hidalgo.tx.us

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSALS

HEALTH DEPARTMENT
"COMPUTERIZED RADIOLOGY SYSTEM"
RFP NO: 08-043-02-20-YSI

Hidalgo County is requesting sealed proposals for the purchase, installation, and training support of a turn key **Computerized Radiology System** for **Hidalgo County Health Department**. The County of Hidalgo is seeking to enter into a **Service Contract** to provide technical support and training for the **Computerized Radiology System**. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "**Computerized Radiology System**" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, February 20, 2008**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No: 08-043-02-20-YSI

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 South Business Highway 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

PRE-PROPOSAL CONFERENCE is scheduled for **WEDNESDAY, FEBRUARY 13, 2008** at **2:30 PM** at **HIDALGO COUNTY PURCHASING DEPARTMENT, 2802 South Business Highway 281, Edinburg, Texas 78539**.

The following outlines the Request For Proposal:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Business Highway 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, February 13, 2008 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, February 15, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services

from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SERVICE & MAINTENANCE CONTRACT:

This will be a turn key project, however it will include service and maintenance contract. The term of the contract will be for a period of five (5) years with the County's option to renew for an additional one (1) two (2) year term under the same rates, terms and conditions.

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

SECTION II: RFP REQUIREMENTS

Request For Proposal:

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 County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP 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.

Understanding of the Project:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm Qualifications:

The County of Hidalgo is seeking to contract with a competent "Computerized Radiology System" vendor, qualified and that has experience in, but not limited to, the following areas:

- Must be qualified in systemizing and delivering turn key Computerized Radiology Systems.
- Must have experience relevant to Computerized Radiology Systems.
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested for systemizing and delivering a turn key Computerized Radiology System.
- Overall understanding of the "Project" as detailed in scope of work/services.

FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION

Additionally, this section should include a description of the vendor's Computerized Radiology System Projects Personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing:

The proposer should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal: This section will contain any licenses and certifications as required (and/or applicable to project), by HIDALGO COUNTY, the STATE OF TEXAS.

Insurance: All other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

OVERVIEW:

Hidalgo County is soliciting proposals for the systemizing and "delivery" of a turn key Computerized Radiology System. Hidalgo County desires to have a system in place as a result of equipment

already owned by Hidalgo County and new equipment, software, supplies, etc. to more effectively provide the citizens of Hidalgo County radiology services through the Hidalgo County Health Department.

SCOPE OF SERVICES/PROJECT DESCRIPTION:

Overall Objective: This contract will encompass all project related training, services, and equipment necessary to provide the County of Hidalgo with the configuration of a Computerized Radiology System including but not limited to:

Turn key Computerized Radiology System that will digitize radiological images and store data electronically making the data accessible to various medical facilities.

Specs: Alara Crystal View Computer Radiography with C-Cisa PACS

- 2 ct CR Plate Reader
- 4 ct 14 x 17 Cassette with Plate
- 2 ct 10 x 12 Cassette with Plate
- 1 ct Alara CR Operating Software
- 2 ct Alara Workstation
- 1 ct C-Cisa SA Software
- 1 ct C-Cisa PH II Software
- 1 ct C-Cisa Server Software
- 1 ct C-Cisa Dicom Software included with SA and Server Software
- 1 ct Auto Archiving
- 1 ct Modality Work List
- 1 ct Integrated Voice Dictation
- 1 ct Image Processing
- 1 ct Patient Work List
- 2 ct C-Cisa Workstation with 500 Gig Hard Drive
- 1 ct Two Bank 2 Megapixel Diagnostic Viewer Mirror
- 1 ct 24" Ultra High Resolution Monitor
- 1 ct Apron Rack
- 1 ct Full Lead Apron
- 1 ct Half Apron
- 1 ct Lead Gloves (pair)
- 1 ct Calipers
- 1 ct One Year Parts and Labor Warranty
- 5 Year Labor and Prevention maintenance Program
- Relocate and install existing X-Ray Machine currently in storage in Edinburg, Texas to Adult Detention Facility located at: 711 El Cibolo Road
Edinburg, Texas 78539
(956) 383-8114

Detention Facility Point of Contact: Chief Anacleto Martinez (956) 383-8114

Health Department Point of Contact: Mr. Eddie Olivarez (956) 383-6221

- Provide NCT (non certified technician) training of up to 5 people
- Installation and Training of CR and PACS Systems

Proposer must describe in detail the steps they intend to follow, including evaluation, design, approvals, testing and implementation. Proposer must also specify amount of time for completion of the requested "Computerized Radiology System."

EASE OF RESPONSE SYSTEM:

Company should describe proposed method of communication for service needs. This should include names, qualifications, and contact method for each person involved at each level. Company must provide support system with qualified/trained response team/person at service site within two (2) to four (4) hours of initial contact. Upon arrival at service site, qualified response team(person) must have ability to evaluate, diagnose and/or begin service immediately.

Company should maintain a maximum response time of two (2) to four (4) hours for all service calls. All response time in excess of four (4) hours shall be documented in writing, together with Company's efforts to eliminate repetition of poor response-time performance. An excess of longer than four (4) hour response time may result in revision and possible termination of contract.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal based on the scope of work. **(For additional information, please see under "Cost").**

COST:

Proposers must provide line item pricing for all functionalities requested in the scope of work including design, migration of existing components, additional components, and software acquisitions required to complete the computerized radiology system. Pricing should also include hourly rates for key services such as design, programming and other technical services, available after completion of the scope of work.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

OTHER INFORMATION:

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

SECTION III – RFP SELECTION AND SCHEDULES

SELECTION PROCEDURES:

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualification under the RFP, further the Selection Committee may select proposing organizations for "in person"

presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of Hidalgo County Commissioners Court.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

PROPOSAL RANKING:

After the proposals have been reviewed, evaluated and scored, by the Scoring/Grading Committee, a grid will be presented to Commissioner's Court for the purposes of ranking. Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

EVALUATION: The evaluation system consists of a 100-point system. The participants will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.

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

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Business Highway 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, February 20, 2008.**

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSALS

**"HIDALGO COUNTY - HEALTH DEPARTMENT
COMPUTERIZED RADIOLOGY SYSTEM"
RFP NO: 08-043-02-20-YSI**

RFP EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the Hidalgo County Health Department's "Computerized Radiology Services."
25 points

2. **Ability to Commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.
30 points

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site within four (4) hours of initial call being placed. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately.
25 points

4. **Cost.**
20 points

- Total**
100 Points

RFP EVALUATION FORM

	<u>Selection Criteria</u>	<u>Point Range</u>	<u>Score</u>
1.	Understanding the Services/Methodology	25 points	_____
	Comments/Rationale for Points: _____ _____ _____		
2.	Ability to Commit to all Services Required	30 points	_____
	Comments/Rationale for Points: _____ _____ _____		
3.	Ease of Support System & Response Time	25 points	_____
	Comments/Rationale for Points: _____ _____ _____		
4.	Cost	20 points	_____
	Comments/Rationale for Points: _____ _____ _____		
	Total	100%	Score

Provider: _____

Evaluator: _____

Date: _____

AI-7742

13.F.1.

BCAP PRECINCT NO 1

CC REGULAR

Date: 02/06/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of application of payment No 1 (Final) in the amount of \$19,951.60 (through project engineer TEDSI Infrastructure Group) as submitted by IOC company, LLC. in connection with CAP-07-027-09-25 RC BABB #1

B. Presentation for discussion, consideration, acceptance and approval of application of payment No 1 (Final) in the amount of \$38,566.67 (through project engineer TEDSI Infrastructure Group) as submitted by IOC company, LLC. in connection with CAP-07-028-09-25 RC BABB #2

C. Presentation for discussion, consideration, acceptance and approval of application of payment No 1 (Final) in the amount of \$37,055.28 (through project engineer TEDSI Infrastructure Group) as submitted by IOC company, LLC. in connection with CAP-07-029-09-25 RC BABB #3

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1311-431-00-121-575-0-734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O. #595546 BALANCE \$22,168.45

FISCAL YEAR:

ACCT. #: 7-1311-431-00-121-576-0-734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O. #595547 BALANCE \$42,852.08

FISCAL YEAR:

ACCT. #: 7-1311-431-00-121-577-0-734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O. #595699 BALANCE \$41,172.53

FISCAL YEAR:

ACCT. #: 7-1201-431-00-121-005-0-734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O. # 595699 available balance \$17,545.69 as of 1/31/07

Attachments

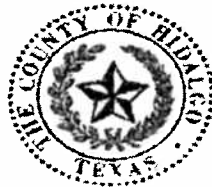
Link: [Final Pymt](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/31/2008 08:37 AM	APRV
2	Dale Kennan	Dale Kennan	01/31/2008 01:22 PM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Laura Moya
Started On: 01/30/2008 03:42 PM

Final Approval Date: 02/01/2008



Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Sylvia Handy, Hidalgo County Precinct I
John Paul Lago, HCCAP Coordinator
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 29 January 2008

Subject: Agenda Item Authorization to Pay Application for Payment No1 (final) for
Round II CAP Projects RC Babb No. 1, 2, and 3 CSJ's: 2C1080575, 2C1080576,
and 2C1080577) respectively

Marty, please place the above-mentioned item on Commissioner's Court for Wednesday 6ht
February 2008.

Precinct I is requesting approval of Applications for Payments No. 1 (Final) for the above-
referenced Round II CAP Projects in the following amounts: RC Babb 1 - \$19,951.60; RC Babb
2 - \$38,566.67 and RC Babb 3 - \$37,955.28. The contractor is IOC Company, LLC. The project
is carried by TEDSL.

Account Numbers: 7-1311-431-00-121-575-0-733 & 734 - RC Babb 1
7-1311-431-00-121-576-0-733 & 734 - RC Babb 2
7-1311-431-00-121-577-0-733 & 734 - RC Babb 3

If you have any questions, please advice.

Thanks,

Laura

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, January 29, 2008 10:57 AM
To: 'Laura'
Cc: John Paul Lugo; Rossana Schettino; dina.trevino@co.hidalgo.tx.us
Subject: agenda item authorization to pay appl 1 final rc babb 1 2 3

Please place on next week's agenda.

Thanks,

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)
From: IOC COMPANY LLC (CONTRACTOR)
Contract: COLONIA ACCESS PROGRAM
Project: "ROAD & DRAINAGE CONSTRUCTION OF RC BABB #1"
OWNER's Contract No. C-CAP-07-027-08-29 ENGINEER's Project No. 2C-1080-071
For Work accomplished through the date of: 1-11-08

1. Original Contract Price:	\$ <u>22,168.45</u>
2. Net change by Change Orders and Written Amendments (+ or -):	\$ <u> </u>
3. Current Contract Price (1 plus 2):	\$ <u>22,168.45</u>
4. Total completed and stored to date:	\$ <u>22,168.45</u>
5. Retainage (per Agreement):	
<u>10</u> % of completed Work:	\$ <u>2,216.85</u>
<u> </u> % of stored material:	\$ <u>0.00</u>
Total Retainage:	\$ <u>2,216.85</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$ <u>19,951.60</u>
7. Less previous Application for Payments:	\$ <u>0.00</u>
8. DUE THIS APPLICATION (6 MINUS 7):	\$ <u>19,951.60</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 01/23/2008

IOC Company, LLC

CONTRACTOR

By: Nancy Quellar
Nancy Quellar, member

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 23rd
day of January, 2008

Notary Public
My Commission expires: March 23, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

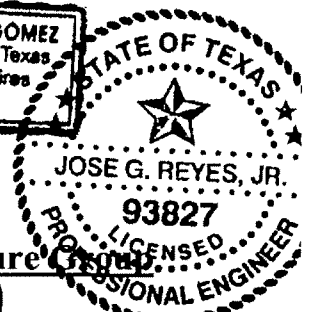
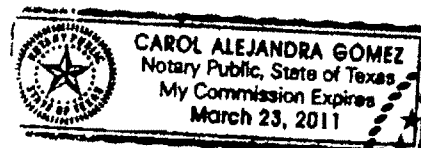
Dated Jan 16 08

INVOICE RECEIVED BY:

Uplie ON 1/23/08

GOODS/SERVICES RECEIVED BY:

Regina Varela ON 1/11/08



TEDSI Infrastructure Group
ENGINEER

By: [Signature] P.E.

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)

From: IOC COMPANY LLC (CONTRACTOR)

Contract: COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION OF RC BABB #2"

OWNER's Contract No. C-CAP-07-028-08-29 ✓ ENGINEER's Project No. 2C-1080-576 ✓

For Work accomplished through the date of: 1-11-08.

1. Original Contract Price:	\$ 42,852.08
2. Net change by Change Orders and Written Amendments (+ or -):	\$
3. Current Contract Price (1 plus 2):	\$ 42,852.08
4. Total completed and stored to date:	\$ 42,852.08
5. Retainage (per Agreement):	
10 % of completed Work:	\$ 4,285.21
% of stored material:	\$ 0.00
Total Retainage:	\$ 4,285.21
6. Total completed and stored to date less retainage (4 minus 5):	\$ 38,566.67
7. Less previous Application for Payments:	\$ 0.00
8. DUE THIS APPLICATION (6 MINUS 7):	\$ 38,566.67

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 01/23/2008

FOC Company, LLC
CONTRACTOR

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 23rd
day of January, 2008

By: Nancy Juellar
Nancy Juellar, member

Notary Public
My Commission expires: March 23, 2011

 **CAROL ALEJANDRA GOMEZ**
Notary Public, State of Texas
My Commission Expires
March 23, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated Jul. 16 08

TEDSI Infrastructure Group
ENGINEER

By:  

INVOICE RECEIVED BY: 7 plu ON 1/23/08
GOODS/SERVICES RECEIVED BY: Scott Varma ON 1/14/08

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)

From: IOC COMPANY LLC (CONTRACTOR)

Contract: COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION OF RC BABB #3"

OWNER's Contract No. C-CAP-07-029-08-29 ✓

ENGINEER's Project No. 2C-1080-577 ✓

For Work accomplished through the date of: 1-11-08.

1. Original Contract Price:	\$ <u>41,172.53</u> ✓
2. Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3. Current Contract Price (1 plus 2):	\$ <u>41,172.53</u> ✓
4. Total completed and stored to date:	\$ <u>41,172.53</u> ✓
5. Retainage (per Agreement):	
<u>10</u> % of completed Work:	\$ <u>4,117.25</u>
_____ % of stored material:	\$ <u>0.00</u>
Total Retainage:	\$ <u>4,117.25</u> ✓
6. Total completed and stored to date less retainage (4 minus 5):	\$ <u>37,055.28</u>
7. Less previous Application for Payments:	\$ <u>0.00</u>
8. DUE THIS APPLICATION (6 MINUS 7):	\$ <u>37,055.28</u> ✓

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 01/23/2008

IOC Company, LLC
CONTRACTOR

By: Nancy Juellar
Nancy Juellar, member

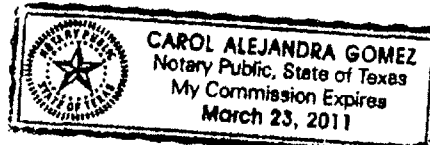
State of Texas

County of Hidalgo

Subscribed and sworn to before me this 23rd
day of January, 2008

Notary Public

My Commission expires: March 23, 2011



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated Jan. 16.08

INVOICE RECEIVED BY:

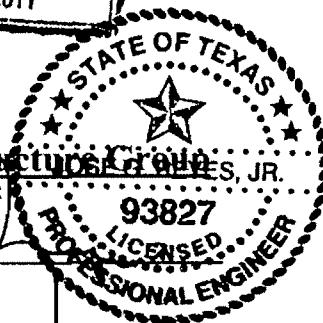
Julie ON 1/23/08

GOODS/SERVICES RECEIVED BY:

Joseph Vargas ON 1/11/08

TEDSI Infrastructure Group
ENGINEER

By: [Signature]



PO Number

595548

Vendor No

330205

PO Date

12-05-2007

Vendor Name

IOC COMPANY, LLC

Requisition No

00122626

Address

2516 FATIMA, #2

Owner

JLUGO

EDINBURG, TX 78541

PO Type

PO Total

22,168.45

Payment Total

Detail		Header	Payment Info	Journals		
		Quantity				
Line No		Ordered	Received	Description	Unit Price	Amount
1		1		SERVICES FOR ROAD CONSTRUCTION FOR THE FOLLOWING STREET	22,168.450	22,168.45
					Total	22,168.45
Account Number		Description		Amount	Amount Liq	
7-1311-431-00-121-575-0-734		RC BABB #1-SUBDIVISION STREETS		22,168.45	.00	

PO Number 595547 Vendor No 330205
PO Date 12-05-2007 Vendor Name IOC COMPANY, LLC
Requisition No 00122633 Address 2516 FATIMA, #2
Owner JLUGO EDINBURG, TX 78541
PO Type

PO Total 42,852.08
Payment Total

Detail		Header		Payment Info	Journals
		Quantity			
Line No	Ordered	Received	Description	Unit Price	Amount
1	1		SERVICES FOR ROAD CONSTRUCTION FOR THE FOLLOWING STREET	42,852.080	42,852.08
				Total	42,852.08
Account Number			Description	Amount	Amount Liq
7-1311-431-00-121-576-0-734			RC BABB #2-SUBDIVISION STREETS	42,852.08	.00

PO Number	595699	Vendor No	330205	PO Total	41,172.53
PO Date	12-07-2007	Vendor Name	IOC COMPANY, LLC	Payment Total	
Requisition No	00122721	Address	2516 FATIMA, #2		
Owner	JLUGO		EDINBURG, TX 78541		
PO Type					

Detail	Header	Payment Info	Journals		
		Quantity			
Line No	Ordered	Received	Description	Unit Price	Amount
1	1		SERVICES FOR ROAD CONSTRUCTION FOR THE FOLLOWING STREET	41,172.530	41,172.53

AI-7741

13.G.1.

**BCAP PRECINCT NO 1
CC REGULAR**

Date: 02/06/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval to REJECT all bid(s) received due to the high cost of construction on the following projects;

- A. Agua Dulce CAP-07-013-12-19
- B. Bernal Heights CAP-07-014-12-19
- C. Barbosa Lopez #1 CAP-08-003-01-09
- D. Dimas #1 CAP-08-003-01-09
- E. Dimas #3 CAP-08-003-01-09
- F. El Monte CAP-08-005-01-09

BACKGROUND

Fiscal Impact

Attachments

Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 01:20 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 02:21 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/01/2008 09:10 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Laura Moya			Started On: 01/30/2008 03:38 PM	
Final Approval Date: 02/01/2008				



Hand Delivered 3:01/08

Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Sylvia Handy, Hidalgo County Precinct 1
John Paul Lugo, HCCAP Coordinator
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 29 January 2008

Subject: Agenda Item Approval to Reject Bids for Round II Colonias Access Program
Projects Precinct 1 – Agua Dulce, Bernal Heights, Barbosa-Lopez #1, Dimas #1,
Dimas #2 and El Monte

Marty, please place the above-mentioned item on Commissioner's Court for Wednesday 6th
February 2008.

Precinct 1 is requesting approval to reject bids for the above-referenced Round II Colonias
Projects. Due to high cost overruns, the Precinct has decided to construct these projects using the
County's Force Account.

Project Name	Date Authorized to Advertise	Dates Advertised
Agua Dulce	03/21/07	12/01/07 & 12/08/07
Bernal Heights	03/21/07	12/01/07 & 12/08/07
Barbosa-Lopez #1	12/05/07	12/22/07 & 12/29/07
Dimas #1 & #2	12/05/07	12/22/07 & 12/29/07
El Monte	12/05/07	12/22/07 & 12/29/07

Attached please find Memorandum from Commissioner Handy requesting the agenda item.

If you have any questions, please advice.

Thanks,

COUNTY *of* HIDALGO



SYLVIA S. HANDY

County Commissioner, Pct. 1

1902 Joe Stephens Ave.

Weslaco, TX 78596

(956) 968-8733

January 23, 2008

Agapito Vargas, C.A.P. Director
Hidalgo County Pct. # 2
301 E. State St.
Pharr, Texas 78577

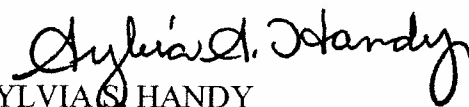
Dear Mr. Vargas:

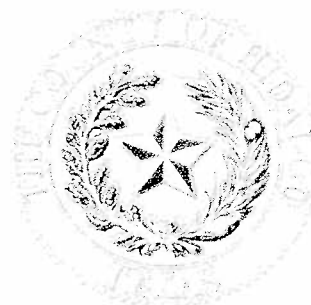
Mr. Agapito Vargas, Precinct #1 is rejecting the following colonias advertised for road and drainage construction under the Round II Colonia Access Program due to the high cost of construction.

- 1) Agua Dulce
- 2) Bernal Heights
- 3) Barbosa Lopez #1
- 4) Dimas #1
- 5) Dimas #3
- 6) El Monte

Precinct # 1 plans to construct these colonias using force account. Thank you in advance, and if you have any questions or concerns, please do not hesitate to call me at (956) 968-8733.

Sincerely,


SYLVIA S. HANDY
County Commissioner, Pct. 1



AI-7744

13.H.1.

BCAP PRECINCT NO 4

CC REGULAR

Date: 02/06/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.4

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of application of payment No 3 (Retainage) in the amount of \$19,966.25 submitted by Sascon, Inc. (through project engineer J.E. Saenz & Associates) in connection with contract C-CAP-07-018-06-05;

B. Requesting approval of Certificate of Construction Completion submitted by project engineer J.E. Saenz & Associates reflecting the completion date of December 18, 2007 for Bar VI Subdivision with contractor Sascon Inc. C-CAP-07-018-06-05.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1311-206-00-000-005-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

As per Rossana balance \$15,367.13

FISCAL YEAR:

ACCT. #: 7-1204-206-00-000-001-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

as per Rosana balance \$4,599.12

Attachments

Link: retainage and
construction
completion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 02:29 PM	APRV
2	Budget & Management	Dina Trevino	02/01/2008 07:40 AM	APRV
3	Dale Kennan	Dale Kennan	02/01/2008 10:38 AM	APRV

4 Auditor's Office

02/01/2008 05:22 PM NEW

Form Started By: Laura Moya

Started On: 01/30/2008 04:01
PM

Final Approval Date: 02/01/2008

APPLICATION FOR PAYMENT NO. 3 (RETAINAGE)

To: Hidalgo County Precinct #4 (OWNER)
 From: Sascon, Inc. (CONTRACTOR)
 Contract: C-CAP-07-001-02-07, CSJ-2C1080-070
 Project: BORDER COLONIA ACCESS PROJECT - Bar VI CP-07-08-16-05
 OWNER's Contract No. C-CAP-07-001-02-07, L ENGINEER's Project No. ENG. 04 033
 For Work accomplished through the date of: 11/20/2007

1. Original Contract Price:	\$	199,662.50
2. Net change by Change Orders and Written Agreements (+ or -):	\$	-
3. Current Contract Price (1 plus 2):	\$	199,662.50
4. Total completed and stored to date:	\$	199,662.50
5. Retainage (per Agreement):		
<u>10</u> % of completed Work:	\$	-
<u> </u> % of stored material:	\$	-
Total Retainage:	\$	-
6. Total completed and stored to date less retainage (4 minus 5):	\$	199,662.50
7. Less previous Application for Payments:	\$	179,698.25
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$	19,966.25

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective

Dated 11-08-08

CONTRACTOR

By: [Signature]

State of Texas

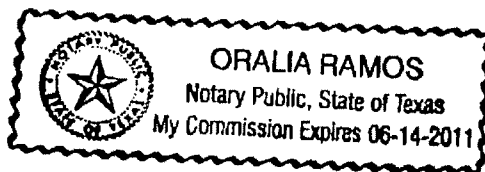
County of Hidalgo

Subscribed and sworn to before me this 9th day of Jan 2008

[Signature: Oralia Ramos]

Notary Public

My Commission expires: 10/14/11



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 1/10/08

ENGINEER

By: [Signature: Samuel Maldonado]

INVOICE RECEIVED BY:

[Signature] ON 1/15/08

GOODS/SERVICES RECEIVED BY:

[Signature: Angela Vargas] ON 11/20/07

Laura

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, January 15, 2008 4:16 PM
To: Laura Moya
Cc: Janie Alejos; Rossana Schettino; rumaldo.munoz@co.hidalgo.tx.us
Subject: Request for payment (agenda item) Bar VI

Please place this item on cc agenda for 29th jan 08
thanks

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

17,1311-431-00-124-0700-734

- 1311-206-00-000-005-0-000 \$15,367.13

1204-206-00-000-001-0-000
4,599.12

As per
Rossana
@
Auditors



Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Oscar L. Garza, Hidalgo County Precinct 4
Janie Alejos, Executive Assistant
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 15 January 2008

Subject: Agenda Item Request for Payment No. 3 (Retainage) Round II BCAP Project –
Bar VI CSJ: 2C1080070

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 29th January 2008.

Precinct 4 is requesting approval of Application for Payment No.3 (Retainage) for the above-referenced Colonias Round II project. The amount of the payment request is \$19,966.25. The contractor is Sascon, Inc. The project is carried by J. E. Saenz and Associates.

Additionally, the precinct is also requesting the approval of "Certification of Completion" for the above-subject project.

If you have any questions, please advise.

Thanks,

Account No 7-1311-206-00-000-005-0-000

Accounting Period 13

Period

YTD

199090

pg 11 0 0 -1

Acct. Year 7

Previous Year Info.

Description RETAINAGE PAYABLE-SASCON, INC-PCT4

Summary	Budgets	Open Encumbrances	Encumbrance Detail	All Encumbrances	Payments	Unpos
Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal	
06	.00	.00	.00	19,142.80	19,142.80-	
07	.00	.00	.00	21,813.00	40,955.80-	
09	.00	.00	.00	13,903.95	54,859.75-	
10	.00	.00	.00	30,435.95-	24,423.80-	
11	.00	.00	.00	9,056.67-	15,367.13-	
YTD	.00	.00	.00	15,367.13	15,367.13-	
PRE	.00	.00	.00	.00	.00	
TOT	.00	.00	.00	15,367.13	15,367.13-	

Account No 7-1204-206-00-000-001-0-000

Accounting Period 13

Period

YTD

202527

pg 11 0 0 -1

Acct. Year 7

Previous Year Info.

Description RETAINAGE PAYABLE-SASCON, INC

Summary	Budgets	Open Encumbrances	Encumbrance Detail	All Encumbrances	Payments	Unpos
Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal	
11	.00	.00	.00	4,599.12	4,599.12-	
YTD	.00	.00	.00	4,599.12	4,599.12-	
PRE	.00	.00	.00	.00	.00	
TOT	.00	.00	.00	4,599.12	4,599.12-	

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 18 DAY OF December A FINAL INSPECTION was made of the project herein described.

CONTRACT

DATE: June 5, 2007
OWNER: Hidalgo County Precinct #4
CONSTRUCTION CONTRACTOR: Sascon, Inc.
OF THE CITY OF McAllen STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF BAR VI

CONTRACT NO.: CAP 071020207
Located in or near the City/Pct. Of Edinburg, Hidalgo County Precinct #4

THIS IS TO CERTIFY

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5. Amount of Original Contract \$199,662.50
Present Amount of Contract _____
Total Amount of earned to Date \$199,662.50
Less: previous payments \$179,696.25
Balance \$19,966.25
Authorized deductions _____
AMOUNT OF FINAL PAYMENT \$19,966.25

6. That the final payment in the amount of Nineteen Thousand Nine Hundred Sixty-Six and Twenty-Five Cents is now due and payable.


Engineer's Signature

CONCURRED BY:

Sascon, Inc
Contractor's Name

By: H. H. H. H.

Title: Pres

CONCURRED BY:

County

By: _____

Title: _____

AI-7700

13.I.1.

**Purchase of four (4) New 2008 Expeditions and four (4) New 2008
Passanger Vans
CC REGULAR**

Date: 02/06/2008

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

Requesting authority for Hidalgo County to purchase "Four (4) New 2008 Expeditions and four (4) New 2008 Passenger Vans " through Philpott Motor Company, Port Neches, Texas, the County's participation/membership with TASB Buyboard in the total purchase price (including Buyboard fee) of \$228,148.00.

BACKGROUND

See department Administration Requisition
See Quotes from Vendor

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1284-423-00-280-042-7-741

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$241,214.00 available balance as of 02/01/08. Buy Board fee is only being assessed once on consolidated order. Pending prior year carryover. (RS)

Budget information was provided by Lieutenant Richard Ozuna 956 393-6022.(RF)

Attachments

Link: [back up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 02:43 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 04:16 PM	APRV
3	Rey Salazar	Rey Salazar	02/01/2008 10:51 AM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Roli Flores
Started On: 01/29/2008 08:09 AM

Final Approval Date: 02/01/2008

Date Entered: _____
Requisition #: _____
Date Approved: _____
P.O. # _____

HIDALGO COUNTY SHERIFF'S OFFICE

ADMISITRATION REQUISITION

DATE: 01/24/08
REQUESTED BY: Richard Ozuna, Lieutenant Admisitration
BUDGET: 8-1284-423-00-280-042-7-
OBJECT NUMBER: 741-VEHICLES
CURRENT BALANCE: **\$241,214.00**
EXPENDITURE AMOUNT: **\$228,148.00**
NEW BALANCE: **\$13,066.00**
PURPOSE FOR EXPENDITURE: VEHICLES FOR DETENTION FACILITY FOR TRANSPORTATION OF INMATES

LINE #	ITEM & DESCRIPTION	ITEM #	QTY	UOM	UNIT PRICE	AMOUNT
1	2008 FORD PASSENGER VAN					\$0.00
2	TO INCLUDE ALL EQUIPMENT		4		\$27,683.00	\$110,732.00
3	2008 FORD EXPEDITIONS					\$0.00
4	TO INCLUDE ALL EQUIPMENT		2		\$28,759.00	\$57,518.00
5	2008 FORD EXPEDITIONS					\$0.00
6	TO INCLUDE ALL EQUIPMENT		2		\$29,749.00	\$59,498.00
7	SEE ATTACHED SPECIFICATIONS					\$0.00
8	BUYBOARD PURCHASE ORDER FEE		1		\$400.00	\$400.00
SHIPPING: (N/A)						\$0.00
GRAND TOTAL:						\$228,148.00

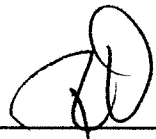
ESIMATED DELIVERY DATE: 90 TO 120 DAYS

Awarded Vendor : PHILPOTT MOTOR COMPANY 888-858-7801
1400 U.S. HIGHWAY 69 CONTACT PERSON: ALAN WILEY
NEDERLAND, TX 77627 \$228,148.00
BUYBOARD PURCHASE

Quote: _____
CONTACT PERSON:

Quote: _____
CONTACT PERSON:

AUTHORIZED BY: _____
DIVISION COMMANDER

APPROVED BY:  _____
ADMINISTRATIVE LIEUTENANT

REVIEWED BY: _____
PROCUREMENT SPECIALIST

APPROVED BY:  _____
CHIEF DEPUTY



1400 U.S. Highway 69
Nederland, TX 77627

Mailing Address:
P.O. Box 876
Port Neches, TX 77651

409-727-1451 • Fax: ~~409-727-6739~~

Government and Commercial Sales

FAX

DATE: 12-10-07

TO: RICHARD OZUNA

fax: 956 393-6021 phone: 393-6022

FROM: Alan Wiley
phone: (254) 865-9112
toll-free phone: (888) 858-7801
fax: (254) 865-9118
e-mail: awiley0845@aol.com

OF PGS: 2

MESSAGE:

BUYBOARD STATE BID - \$400.00 PER PURCHASE ORDER. PLEASE MAKE OUT YOUR ORDER TO PHILPOTT MOTORS AND FAX TO 254 865-9118 ALONG WITH A COPY OF THE CUSTOMIZED PRODUCT PRICING SUMMARY. ALSO PLEASE FAX A COPY OF THE PURCHASE ORDER TO BUYBOARD @ 800 211-5454 FOR THEIR APPROVAL. MUNICIPAL LEASE/PURCHASE PLANS AVAILABLE.

Thanks,

12-14-07
4 PAGES

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**VEHICLES****BUYBOARD #281-07**End User: HIDALGO COUNTYPhilpott Rep: ALAN WILEYContact: RICHARD OZUNADate: 10-Dec-07Product Description: FORD PASSENGER VANA. Bid Series: 28A. Base Price: \$ **20,726.00****B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
	V8 GAS AUTOMATIC	INCL			
	TILT STEERING WHEEL	INCL			
	FRONT/RREAR A/C AND HEAT	INCL			
	SPARE TIRE AND WHEEL	INCL			
	AM-FM RADIO	INCL			
	VINYL BUCKET SEATS	INCL			
	RUBBER FLOOR	INCL			
	DELIVERY	INCL			
525	SPEED CONTROL	\$ 225.00			
903	POWER WINDOWS-LOCKS	\$ 464.00			
924	PRIVACY GLASS	\$ 394.00			
63D	HD ALTERNATOR	\$ 61.00			
FDS	FREIGHT DELIVERY SURCHARGE	\$ 400.00			

Total of B. Published Options: \$ **1,544.00****C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= 24.3 %

Options	Bid Price	Options	Bid Price
PRISONER PACKAGE	\$ 2,199.00	MOTOROLA CDM-1550 RADIO	\$ 725.00
CLOTH BUCKETS FRONT	INCL	SHOW-ME UNDERCOVER SIREN	\$ 195.00
VINYL REAR SEATS	INCL	WHELEN SIREN SPEAKER	\$ 195.00
CAGE BEHIND FRONT BUCKETS	INCL	SIX HIDE-AWAY STROBES	\$ 495.00
REAR WINDOW SCREENING	INCL	TWO (2) FRONT 11.2710RB LED'S	\$ 210.00
INOP REAR DOORS	INCL	TWO (2) REAR 11.2710RB LED'S	\$ 510.00
BACK UP ALARM	INCL	HEAD LIGHT WIG-WAG FLASHER	\$ 95.00
		INSTALLATION HARDWARE KIT	\$ 195.00
		SAL'S GRAPHIC'S PACKAGE	\$ 350.00
ESTIMATED DELIVERY IN	NOTE	ELECTRIC SHOTGUN RACK	\$ 199.00
120-150 DAYS A.R.O.	NOTE	FLASHLIGHT CHARGER	\$ 45.00

Total of C. Unpublished Options: \$ **5,413.00**

D. Contract Price Adjustment:

E. Delivery Charges: 0 miles @ \$.93/mile

F. Total of A + B + C + D + E = F

G. Quantity Ordered 4 x F =

H. BUYBOARD Administrative Fee

\$400.00 PER PURCHASE ORDER

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ **110,732.00**

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**VEHICLES****BUYBOARD #208-04****End User:** HIDALGO COUNTY**Philpott Rep:** ALAN WILEY**Contact:** RICHARD OZUNA**Date:** 28-Sep-07**Product Description:** FORD EXPEDITION**A. Bid Series:** ITEM #84**A. Base Price:** \$ 22,527.00**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
U15	FIVE PASSENGER	INCL	KEP	KUSTOM EQUIPMENT PACKAGE	\$ 6,600.00
	CLOTH BUCKETS WITH	INCL		SEE UPGRADE BELOW	
	NO CENTER CONSOLE				
	REAR VINYL SEAT	INCL			
	RUBBER FLOORS	INCL			
	5.4L V8	INCL			
	AUTOMATIC	INCL			
	AM/FM RADIO	INCL			
	FRONT AND REAR A/C	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	FULL SIZE SPARE	INCL			
	119" WHEELBASE	INCL			
875	VINYL 3RD ROW SEAT	\$ 718.00			

Total of B. Published Options: \$ 7,318.00**C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= -0.3 %

Options	Bid Price	Options	Bid Price
EQUIPMENT UPGRADE AS PER SPECS	\$ 3,646.00	DELETE MOTOROLA PM1500	\$ (1,200.00)
EQUIPMENT PACKAGE INCLUDES	INCL	1/4 WAVE ANTENNA	INCL
SHOWME 11.2710RB LIGHTS 4 PER	INCL	FLASHLIGHT CHARGER ONLY	INCL
WHELEN 9 FUNCTION SIREN CONTROLLED	INCL	PLEASE SPECIFY MAKE AND MODEL	INCL
WHELEN REAR TRAFFIC ADVISOR	INCL	DELETE TOTE AND WATER CAN	\$ (74.00)
HAVIS SHIELD CONSOLE	INCL	FIRE EXTINGUISHER	INCL
FRONT PRISONER CAGE	INCL	6 PORT STROBE KIT	\$ 130.00
DELETE REAR PRISONER CAGE	\$ (195.00)	RED/BLUE PAR 36 FRONT STROBE LIGHTS	INCL
DELETE FRONT PUSH BUMPER	\$ (225.00)	SAL'S GRAPHICS PACKAGE	\$ 200.00
DELETE MOBILE VIDEO	\$ (3,093.00)	MOTOROLA CDM-1550 RADIO	\$ 725.00
SHOTGUN RACK	INCL	SLICK TOPS	NOTE

Total of C. Unpublished Options: \$ (86.00)

D. Contract Price Adjustment:	08 GOVERNMENT CONCESSION ADJUST	\$ (1,000.00)
E. Delivery Charges:	0 miles @ \$1.50/mile	\$ -
F. Total of A + B + C + D + E = F		\$ 28,759.00
G. Quantity Ordered 2 x F =		\$ 57,518.00
H. BUYBOARD Administrative Fee	\$400.00 PER PURCHASE ORDER	\$ 400.00
L. Non-Equip Charges & Credits		
J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE		\$ 57,918.00

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**VEHICLES****BUYBOARD #208-04****End User:** HIDALGO COUNTY**Philpott Rep:** ALAN WILEY**Contact:** RICHARD OZUNA**Date:** 28-Sep-07**Product Description:** FORD EXPEDITION**A. Bid Series:** ITEM #84**A. Base Price:** **\$ 22,527.00****B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
U15	FIVE PASSENGER	INCL	KEP	KUSTOM EQUIPMENT PACKAGE	\$ 6,600.00
	CLOTH BUCKETS WITH	INCL		SEE UPGRADE BELOW	
	NO CENTER CONSOLE				
	REAR VINYL SEAT	INCL			
	RUBBER FLOORS	INCL			
	5.4L V8	INCL			
	AUTOMATIC	INCL			
	AM/FM RADIO	INCL			
	FRONT AND REAR A/C	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	FULL SIZE SPARE	INCL			
	119" WHEELBASE	INCL			
875	VINYL 3RD ROW SEAT	\$ 718.00			

Total of B. Published Options: **\$ 7,318.00****C. Unpublished Options [Itemize each below, not to exceed 25%]****\$= 3.0 %**

Options	Bid Price	Options	Bid Price
EQUIPMENT UPGRADE AS PER SPECS	\$ 3,646.00	DELETE MOTOROLA PM1500	\$ (1,200.00)
EQUIPMENT PACKAGE INCLUDES	INCL	1/4 WAVE ANTENNA	INCL
SHOWME 11.2710RB LIGHTS 4 PER	INCL	FLASHLIGHT CHARGER ONLY	INCL
WHELEN 9 FUNCTION SIREN CONTROLLED	INCL	PLEASE SPECIFY MAKE AND MODEL	INCL
WHELEN REAR TRAFFIC ADVISOR	INCL	DELETE TOTE AND WATER CAN	\$ (74.00)
HAVIS SHIELD CONSOLE	INCL	FIRE EXTINGUISHER	INCL
FRONT PRISONER CAGE	INCL	6 PORT STROBE KIT	\$ 130.00
Prisoner Transport Window Screening	\$ 795.00	RED/BLUE PAR 36 FRONT STROBE LIGHTS	INCL
DELETE FRONT PUSH BUMPER	\$ (225.00)	SAL'S GRAPHICS PACKAGE	\$ 200.00
DELETE MOBILE VIDEO	\$ (3,093.00)	MOTOROLA CDM-1550 RADIO	\$ 725.00
SHOTGUN RACK	INCL	SLICK TOPS	NOTE

Total of C. Unpublished Options: **\$ 904.00**

D. Contract Price Adjustment:	<u>08 GOVERNMENT CONCESSION ADJUST</u>	\$ (1,000.00)
E. Delivery Charges:	<u>0</u> miles @ \$1.50/mile	\$ -
F. Total of A + B + C + D + E = F		\$ 29,749.00
G. Quantity Ordered <u>2</u> x F =		\$ 59,498.00
H. BUYBOARD Administrative Fee	\$400.00 PER PURCHASE ORDER	\$ 400.00
I. Non-Equip Charges & Credits		
J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE		\$ 59,898.00

AI-7714

13.I.2.

**Service/Maintenance and Repair Agreement for Generators
CC REGULAR**

Date: 02/06/2008

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

Requesting authority to advertise and approval of specifications as attached hereto for "Service/Maintenance and Repair Agreement for Generators" project.

BACKGROUND

Approval form for specifications by Hidalgo County Sheriff's Office.
Specifications and bid page.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-421-00-280-001-0-432

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Budget account was provided by Juan Tapia 956 393-6019.
Available Balance as of 1-31-08 \$68,600.00.

Attachments

Link: [back up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 01:07 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 01:36 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/31/2008 01:59 PM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Roli Flores
Started On: 01/29/2008 03:13 PM

Final Approval Date: 02/01/2008

MEMORANDUM

TO: Lt. Richard Ozuna
Hidalgo County Sheriff's Office

Juan Tapia

FROM: Roli Flores, Buyer
Hidalgo County Purchasing Department

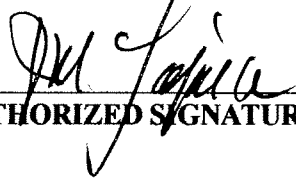
RE: Draft Specifications for: Hidalgo County Sheriff's Office (Adult Detention Facility)-"Service/Maintenance and Repair Agreement for Four (4) Caterpillar and One (1) Kohler 250 Generators"

DATE: December 26, 2007

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copies to the designated Buyer in the Purchasing Department.

APPROVE ☒

DISAPPROVE ☐



AUTHORIZED SIGNATURE

DATE

Do you currently have funds available to make purchases on this product?

YES ☒

NO ☐

If YES, enter Account Number:

8-1100-421-00-280-001-8-432

Please return this request by Wednesday, January 2, 2007.

EXHIBIT “A”

Hidalgo County Sheriff’s Office RFSQ NO. 08-017-ROL

Service/Maintenance and Repair Agreement for Generators

DRAFT SPECIFICATION

The Hidalgo County Sheriff’s Office is requesting sealed quotes for a one (1) year term for service/ maintenance agreement along with a listing prices for the following P.M. 1, P.M. 2, and P.M. 3 for four (4) Caterpillar an one (1) Kohler 250 (Detroit Diesel) Generators along with a repair hourly rate on and “As Needed Basis” with a mark up for parts, located at the Hidalgo County Sheriff’s Office (Adult Detention Center, Motor Pool, and Academy). Participants **must** be authorized factory trained and certified to work on all Caterpillar equipment and its switch gear (I S O Links, and Zenith) along with Kohler (Detroit Diesel) equipment and its switch gear. Participants **must** also use only genuine Caterpillar parts (equal or better) and Detroit Diesel parts (filter, oil, air, diesel, and misc. parts) and able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission. Technicians must be available twenty –four hours seven days a week. The following services will be provided in accordance with these specifications and the manufacturer recommendations.

Requirements, Terms & Conditions

1. **Please provide with your sealed quote a technician fee on an “As needed basis” per hour (normal and after hours) and the percentage mark up rate for parts for repairing the mentioned generator(s)**
2. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**
3. **The term of the agreement will be for a period of one (1) year.**
4. **Any contract awarded to a successful vendor will be in effect until:**
 - **The contract expires.**
 - **Delivery and acceptance of product and/or performance of services ordered.**
 - **Termination by HIDALGO COUNTY with thirty (30) days written notice prior to cancellation**
5. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**
6. **The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in exhibit “C” insurance requirements.**

7. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

8. **PLEASE SUBMIT NO SUBMITTAL FORM BY FAX IF UNABLE TO QUOTE.**

9. **ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Roli Flores, Buyer, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, Month date year by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, Month day year by 5:00 p.m.

<u>Description of Generators</u>		<u>Physical Location</u>
1. Cat. 3512 B 750 K.W 1GZ00708	Adult Det. Cen.	701 El Cibolo Rd. F.M. 162
2. Cat. 3512 B 750 K.W 1GZ00709	Adult Det. Cen	701 El Cibolo Rd. F.M. 162
3. Cat. 3412 C 600 K.W 3FZ02548	Law Enf.	711 El Cibolo Rd. F.M. 162
4. Cat. D 304 350 K.W 92B03273	Motor Pool	713 El Cibolo Rd. F.M. 162
5. Kohler 250 250 K.W 2095562	Academy	715 El Cibolo Rd. F.M. 162
6. Generac 100 K W. 125 KVA	Courthouse Sally Port	100 N. Closner, Edinburg, TX.

SCOPE OF SERVICES / MAINTENANCE FOR GENERATORS

A. The following generators require one (1) P.M. 2 for one of the quarters of this year.

- Gen. 1 Cat. 3512 B
- Gen. 2 Cat. 3512 B
- Gen 3 Cat. 3412 C

B. The following generators require one (1) P.M. 3 for one of the quarters of this year.

- Gen. 4 Cat. D-304
- Gen. 5 Kohler 250

C. Generators will require three (3) P.M. 1 broken down in quarters for the remainder of the year.

- * Gen. 1 Cat. 3512 B
- * Gen. 2 Cat. 3512 B
- * Gen. 3 Cat. 3412 C
- * Gen. 4 Cat. D-304
- * Gen. 5 Kohler 250
- * Gen. 6 Generac SD100

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all five (6) generators.

DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

Scheduled Maintenance LEVEL 1 – Recommended Quarterly

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filter housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation.
- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination. Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.
- Batteries (Specific Gravity) – Check electrolyte level and specific gravity.
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.

- Remote Annunciator and Alarms – Inspect all panel and system alarms.

CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

Scheduled Maintenance LEVEL 2 (Includes All Services Level 1 Inspections, AS Well As The Following) – Recommended Annually.

FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

Scheduled Maintenance LEVEL 3 (Includes All Services Previously Listed Under Level 1 and Level 2. As Well As The Following) – Recommended Every Three (3) Years:

COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually

INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

LOAD BANK TESTING – Required Annually For Most Applications (SEE NFPA 110 & NFPA 99)

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as “wet stacking”, which is the presence of carbon particles,

unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to NFPA 99 for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

- (a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating
- (b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference.

FUEL ANALYSIS – Recommended Annually

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D
Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min	D86	288	288	282 338		
Max						
Kinematic Viscosity, 40 C sCt Min	D445	1.3 2.4	1.3 2.4	1.9 4.1	1.9 4.1	5.5 24
Max						
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass,max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of he following: 1) Cetain index min 2) Aromaticity, % vol, max	D976 D1319	40 35		40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE/MAINTENANCE AND REPAIR AGREEMENT FOR
GENERATORS"
BID NO.: 08-017-ROL

TOTAL PRICE PER SERVICE (for term):

A. The following generators require one (1) P.M. 2 for one of the quarters of this year.

- Gen. 1 Cat. 3512 B
- Gen. 2 Cat. 3512 B
- Gen 3 Cat. 3412 C

\$ _____

B. The following generators require one (1) P.M. 3 for one of the quarters of this year.

- Gen. 4 Cat. D-304
- Gen. 5 Kohler 250

\$ _____

C. Generators will require three (3) P.M. 1 broken down in quarters for the remainder of the year.

- Gen. 1 Cat. 3512 B
- Gen. 2 Cat. 3512 B
- Gen. 3 Cat. 3412 C
- Gen. 4 Cat. D-304
- Gen. 5 Kohler 250
- Gen. 6 Generac SD100

\$ _____

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

D. Technician Fee

1. Normal hours \$ _____ (specify hours) _____ to _____
2. After hours \$ _____ (specify hours) _____ to _____
3. Mark up rate for parts _____ %

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR & BEEPER NO.'S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

AI-7733

13.I.3.

**Computer Purchase
CC REGULAR**

Date: 02/06/2008

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

Requesting authority to purchase computer equipment and/or peripherals from awarded vendor SHI GOVERNMENT SOLUTIONS, INC. - DIR-SDD-223 through our membership/participation with Department of Information Resource (DIR) Requisitions #s125468 for \$7,520.00 & #125473 for \$26,960.00 for the Hidalgo County Sheriff's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1100-421-00-280-001-0-665

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding is available for pending requisition # 125468 & 125473 as of 1/31/08.

Attachments

Link: [flat panel displays](#)

Link: [HP Compaq Buss.](#)

[Desktop](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/31/2008 01:11 PM	APRV
2	Budget & Management	Dina Trevino	01/31/2008 02:17 PM	APRV
3	Dale Kennan	Dale Kennan	01/31/2008 04:23 PM	APRV
4	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Matilde Faz
Started On: 01/30/2008 11:54 AM

Final Approval Date: 02/01/2008

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00125468

PO #

Date: 01/22/08

*Regular
#7733
2/6/08*

Bill To: x
x

Vendor : 287199

SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
40	EACH	DO NOT DUPLICATE ORDER HP L 1908W FLAT PANEL DISPLAY SMART BUY, 3 YR WARRANTY PART #: GP536A8#ABA <u>Account No</u> 8-1100-421-00-280-001-0-665 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	188.00 <u>Encumbrance</u> 7,520.00 Freight Total	7,520.00 . 7,520.00

*Regular
OK*

Authorized By: _____

Date Entered: 1-22-08Requisition #: 125468

Date Approved: _____

P.O. # _____

**HIDALGO COUNTY SHERIFF'S OFFICE
EXECUTIVE BRANCH REQUISITION
ADMINISTRATION REQUISITION**

DATE: 01/17/08
REQUESTED BY: JAVIER CHAPA - IT MANAGER
BUDGET: 8-1100-421-00-280-001-0
OBJECT NUMBER: 665-MINOR COMPUTER EQUIPMENT
CURRENT BALANCE: \$15,994.00
EXPENDITURE AMOUNT: \$7,520.00
NEW BALANCE: \$8,474.00
PURPOSE FOR EXPENDITURE: Budgeted expense for upgrade of obsolete, out of warranty equipment.

LINE #	ITEM & DESCRIPTION	ITEM #	QTY	UOM	UNIT PRICE	AMOUNT
1	HP L1908w Flat Panel Display		40	EACH	\$188.00	\$7,520.00
2	Smart Buy, 3 YR Warranty					
3	Part #: GP536A8#ABA					
4						

SHIPPING: (N/A)

\$0.00

GRAND TOTAL:

\$7,520.00

ESTIMATED DELIVERY DATE: 10/18/07

INTERNAL NOTES: N/A

Awarded Vendor : SHI 800-845-6801
1250 CAPITAL OF TX HWY SOUTH CONTACT PERSON: ROBERT PETRUCELLI
SUITE I-350, AUSTIN, TX 78746 \$7,520.00

Quote: CDWG GOVERNMENT INC. ONLINE QUOTE
230 N. MILWAUKEE AVE. CONTACT PERSON: JAY CARLILE
VERNON HILLS, IL 60061 \$8,147.60

Quote: HP DIRECT, C10GM ONLINE QUOTE
10810 FARNAM DRIVE
OMAHA, NE 68154 \$9,760.00

JAN 22 2008

AUTHORIZED BY: _____
DIVISION COMMANDER

APPROVED BY: _____
ADMINISTRATIVE LIEUTENANT

REVIEWED BY: _____
PROCUREMENT SPECIALIST

APPROVED BY:  _____
CHIEF DEPUTY

elena

From: Ricky Patel [Ricky_Patel@SHI.com]
Sent: Wednesday, January 30, 2008 9:52 AM
To: elena.gomez@co.hidalgo.tx.us
Subject: FW: SHI Quote 2465459, HP

For the week of January 28th your dedicated sales team will be attending the GTC Southwest Conference. Requests after that time should be directed to texas@shi.com or your dedicated team line at 1800-870-6079. Thank you for choosing SHI-GS!!!



Pricing Proposal
Quotation #: 2465459
Created On: Jan-17-2008
Valid Until: Jan-31-2008

Hidalgo County

**Catalog Management
Analyst/Contracts
Admin**

Javier Chapa

Phone:
Fax:
Email: javier.chapa@hidalgo.org

Ricky Patel

1250 Capital of Texas Highway South
Bldg 1 Suite 350
Austin, TX 78746
Phone: 1800-870-6079
Fax: 512-732-0232
Email: Ricky_Patel@shi.com

All Prices are in US Dollar(USD)

Product	Qty	Retail	Your Price	Total
1 HP L1908w - Flat panel display - TFT - 19" - widescreen - 1440 x 900 / 60 Hz - 300 cd/m2 - 1000:1 - 5 ms - 0.285 mm - VGA - Smart Buy HP - Monitors & Accs - Part#: GP536A8#ABA	40	\$234.00	\$188.00	\$7,520.00
			Total	\$7,520.00

Additional Comments

The Items above are available under DIR contract # DIR-SDD-223

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.



<Robert_Petrucelli@shi.co
m>

01/17/2008 08:41 AM

To <javier.chapa@hidalgo.org>

cc

bcc

Subject: SHI Quote 2465459, HP
t

*Juan Lopez
Dean (mgr) works w/ Juan
Kichay
1-800-870-6079*



Pricing Proposal

Quotation #: 2465459
Created On: Jan-17-2008
Valid Until: Jan-31-2008

Hidalgo County

Javier Chapa

Phone:

Fax:

Email: javier.chapa@hidalgo.org

Account Representative

Robert Petrucelli

1250 Capital of Texas Hwy South,
Suite 1-350
Austin, TX 78746

Phone:

800-845-6801

Fax:

512-732-0232

Email:

Robert_Petrucelli@shi.co
m

All Prices are in US Dollar(USD)

Product	Qty	Retail	Your Price	Total
1 HP L1908w - Flat panel display - TFT - 19" - widescreen - 1440 x 900 / 60 Hz - 300 cd/m2 - 1000:1 - 5 ms - 0.285 mm - VGA - Smart Buy HP - Monitors & Accs - Part#: GP536A8#ABA	40	\$234.00	\$188.00	\$7,520.00
			Total	\$7,520.00

Additional Comments

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SHI-Quote-2465459.htm



800.581.4239

Shopping Cart

[Your Saved Carts](#) [Save This Cart](#) [Edit Saved Carts](#) [Send To An Associate](#)**Shopping Cart**

Quantity	Product	CDW•G	Availability	Price	Ext. Price
40	HP Smart Buy L1908w 19" Widescreen LCD Display Contract Name: TCPN	1329948	1-3 days	\$203.69	\$8,147.60
Sub-Total					\$8,147.60

Click to remove an item from your cart.

[Update Cart](#)[Checkout](#)[Create Standard Quote](#)[Use Standard Checkout](#)[Create Express Quote](#)[Use Express Checkout](#)**Continue Shopping**

Shipping Calc:



Enter a postal code to quickly estimate shipping cost.

QuickCart:

Enter a **CDW•G** part number to quickly add it to your cart.

Product ID

CDW Part: XXXXXX

Mfg. Part: XXXXXXXXX

UNSPEC: XXXXXXXXX



ONLINE PRICE QUOTATION

Quote Number: 1516562

Today's Date : 1/17/2008 11:43:29 AM

Created By: javier.chapa@hidalgo.org

Quote Name: HP1908w

Quote Created Date : 1/17/2008 9:10:37 AM

Contract: TX - TEXAS DIR-SDD-223 (TXDIR)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Use the File - Print option to print this form for your future reference.

Items/description	Part no	Unit price	Qty	Ext price
HP Promo L1908wm 19-inch Widescreen LCD Monitor	Base	\$244.00	40	\$9,760.00
Promo HP L1908wm 19-inch Widescreen LCD Monitor - Analog/Digital Input Signal	KA214A8#ABA			
Two Connectors: 15-pin mini D-sub analog VGA and one DVI-D (Analog/Digital)				
Contrast ratio 1000:1 Contrast Ratio				
Brightness (typical) 300 nits				
Tilt Tilt: -5° to +35°				
Height adjustability range None				
Pivot rotation None				
Horizontal/Vertical viewing angle (typical) Viewing Angle: 180/160 degrees				
Max Power Rating less than 50 Watts				
Native resolution 1440 x 900				
Response rate (typical, rise and fall) 5 ms response time				
Asset Control Asset control supported				
Integrated speakers Stereo speakers integrated				
Anti-Glare and Anti-Static Anti-Glare and Anti-Static				
Warranty 3-year parts, 3-year labor, 3-year onsite limited warranty. Next business day exchange available.				

Subtotal: \$9,760.00

Estimated Lease Cost: \$316.13

The terms and conditions of the TX - TEXAS DIR-SDD-223 will apply to any order placed as a result of this inquiry.

no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:
<http://gem.compaq.com/gemstore/entry.asp?SiteID=12486>

* The estimated lease cost is the monthly payment amount for a lease commencing on or before 2/16/2008 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company. For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* Please contact HP Public Sector Sales with any questions or for additional information:

K12 Education:	800-888-3224	Higher Education:	877-480-4433
State Local Govt:	888-202-4682	Federal Govt:	800-727-5472
Fax:	800-825-2329	Returns:	800-888-3224

* For detailed warranty information, please go to www.hp.com/go/specifcwarantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

DELL**QUOTATION**

QUOTE #: 411872053

Customer #: 17927132

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 1/30/08

Date: 1/30/08 9:38:47 AM

Customer Name: HIDALGO COUNTY

TOTAL QUOTE AMOUNT:	\$9,168.80		
Product Subtotal:	\$9,168.80		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
Dell UltraSharp 1908FP, Wide Flat Panel w/Height Adjustable Stand, 19.0 Inch VIS, OptiPlex Precision and Latitude, Cu (320-6138)	40	\$229.22	\$9,168.80
3YR Limited Warranty Monitor, Advanced Exchange (983-2847)	40	\$0.00	\$0.00

Number of S & A Items: 2

S&A Total Amount:
\$9,168.80

SALES REP:	MARK CRIPPEN	PHONE:	1888-977-3355
Email Address:	Mark_Crippen@Dell.com	Phone Ext:	726-4957

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

Unless you have a separate agreement with Dell, the terms and conditions found at <http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm> shall govern the sale and resale of the Products and Services referenced in this quotation.

Prices and tax rates are valid in the U.S. only and are subject to change.

*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order.

Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number.

If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. **

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.

Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

elena

From: Mark_Crippen@Dell.com
Sent: Wednesday, January 30, 2008 9:38 AM
To: elena.gomez@co.hidalgo.tx.us
Subject: RE:

Good morning Elena,
Quote #: 411872053 with a 3 year warranty.

Have a great day!
Mark

From: elena [mailto:elena.gomez@co.hidalgo.tx.us]
Sent: Wednesday, January 30, 2008 9:04 AM
To: Crippen, Mark
Subject:

Good Morning

This is Elena Gomez from Hidalgo County Purchasing Dept. and I would like to see if you can assistance me in some quotes for HP L 1908 W-FLAT Panel display –19” widescreen Monitors. One of our Departments need a quantity of 40 Monitors, Can you get me the prices on this item before tomorrow by 5:00 p.m. I would appreciate it.
Thank you for your time in this matter.

ELENA GOMEZ

Authorized By: _____

Date Entered: 1-22-08Requisition #: 125473

Date Approved: _____

P.O. # _____

**HIDALGO COUNTY SHERIFF'S OFFICE
EXECUTIVE BRANCH REQUISITION
ADMINISTRATION REQUISITION**

DATE: 01/17/08
REQUESTED BY: JAVIER CHAPA - IT MANAGER
BUDGET: 8-1100-421-00-280-001-0
OBJECT NUMBER: 665-MINOR COMPUTER EQUIPMENT
CURRENT BALANCE: \$42,954.00
EXPENDITURE AMOUNT: \$26,960.00
NEW BALANCE: \$15,994.00
PURPOSE FOR EXPENDITURE: Budgeted expense for upgrade of obsolete, out of warranty equipment.

LINE #	ITEM & DESCRIPTION	ITEM #	QTY	UOM	UNIT PRICE	AMOUNT
1	HP COMPAQ BUSINESS DESKTOP		40	EACH	\$674.00	\$26,960.00
2	DC7800-1GB RAM-80GB HARD DRIVE					
3	WINDOWS VISTA BUSINESS					
4	PART #: RU028UT#ABA					

SHIPPING: (N/A)

\$0.00

GRAND TOTAL:

\$26,960.00

ESTIMATED DELIVERY DATE: 10/18/07

INTERNAL NOTES: N/A

Awarded Vendor: ☒ **SHI** 800-845-6801
1250 CAPITAL OF TX HWY SOUT CONTACT PERSON: ROBERT PETRUCELLI
SUITE I-350, AUSTIN, TX 78746 \$26,960.00

Quote: CDWG GOVERNMENT INC. ONLINE QUOTE
230 N. MILWAUKEE AVE. CONTACT PERSON: JAY CARLILE
VERNON HILLS, IL 60061 \$28,544.40

Quote: ☒ HP DIRECT, C10GM ONLINE QUOTE
10810 FARNAM DRIVE
OMAHA, NE 68154 \$29,160.00

JAN 22 2008

AUTHORIZED BY: _____
DIVISION COMMANDER

APPROVED BY: _____
ADMINISTRATIVE LIEUTENANT

REVIEWED BY: _____
PROCUREMENT SPECIALIST

APPROVED BY: AM
CHIEF DEPUTY

elena

From: Ricky_Patel@shi.com
Sent: Wednesday, January 30, 2008 9:51 AM
To: juan.tapia@hidalgo.org
Cc: Ricky_Patel@shi.com; elena.gomez@co.hidalgo.tx.us
Subject: SHI Quote 2465453, HP

For the week of January 28th your dedicated sales team will be attending the GTC Southwest Conference. Requests after that time should be directed to texas@shi.com or your dedicated team line at 1800-870-6079. Thank you for choosing SHI-GS!!!



Pricing Proposal
Quotation #: 2465453
Created On: Jan-17-2008
Valid Until: Jan-31-2008

Hidalgo County

**Catalog Management
Analyst/Contracts
Admin**

Javier Chapa

Phone:
Fax:
Email: javier.chapa@hidalgo.org

Ricky Patel
1250 Capital of Texas Highway South
Bldg 1 Suite 350
Austin, TX 78746
Phone: 1800-870-6079
Fax: 512-732-0232
Email: Ricky_Patel@shi.com

All Prices are in US Dollar(USD)

Product	Qty	Retail	Your Price	Total
1 HP Compaq Business Desktop dc7800 - USDT - 1 x Pentium Dual Core E2180 / 2 GHz - RAM 1 GB - HDD 1 x 80 GB - DVD - GMA 3100 - Gigabit Ethernet - Vista Business - Monitor : none - Smart Buy HP - Desktops & Accs - Part#: RU028UT#ABA	40	\$729.00	\$674.00	\$26,960.00
			Total	\$26,960.00

Additional Comments

The Items above are available under DIR contract # DIR-SDD-223

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.



<Robert_Petrucci@shi.co
m>
01/17/2008 08:40 AM
cc
bcc
Subject: SHI Quote 2465453, HP
t

**Pricing Proposal**

Quotation #: 2465453
Created On: Jan-17-2008
Valid Until: Jan-31-2008

Hidalgo County**Javier Chapa**

Phone:
Fax:
Email: javier.chapa@hidalgo.org

Account Representative**Robert Petrucci**

1250 Capital of Texas Hwy South,
Suite I-350
Austin, TX 78748
Phone: 800-845-6801
Fax: 512-732-0232
Email: Robert_Petrucci@shi.co
m

All Prices are in US Dollar(USD)

Product	Qty	Retail	Your Price	Total
1 HP Compaq Business Desktop dc7800 - USDT - 1 x Pentium Dual Core E2180 / 2 GHz - RAM 1 GB - HDD 1 x 80 GB - DVD - GMA 3100 - Gigabit Ethernet - Vista Business - Monitor : none - Smart Buy HP - Desktops & Accs - Part#: RU028UT#ABA	40	\$729.00	\$674.00	\$26,960.00
			Total	\$26,960.00

Additional Comments

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.



SHI-Quote-2465453.htm

elena

From: Mark_Crippen@Dell.com
Sent: Wednesday, January 30, 2008 1:17 PM
To: elena.gomez@co.hidalgo.tx.us
Subject: RE:

Would like to help here, but we do not sell HO Desktops. We do have some of the notebook drives, but that is all.

From: elena [mailto:elena.gomez@co.hidalgo.tx.us]
Sent: Wednesday, January 30, 2008 11:29 AM
To: Crippen, Mark
Subject: RE:

THANK YOU MARK FOR YOU QUICK RESPONSE, BUT I NEED ANOTHER ONE IF YOU CAN ASSIST ME. THEY ALSO NEED HP COMPAQ BUSINESS DESKTOP DC 7800-1GB RA-80GB HARD DRIVE. (40 OF THEM)

-----Original Message-----

From: Mark_Crippen@Dell.com [mailto:Mark_Crippen@Dell.com]
Sent: Wednesday, January 30, 2008 9:38 AM
To: elena.gomez@co.hidalgo.tx.us
Subject: RE:

Good morning Elena,
Quote #: 411872053 with a 3 year warranty.

Have a great day!
Mark

From: elena [mailto:elena.gomez@co.hidalgo.tx.us]
Sent: Wednesday, January 30, 2008 9:04 AM
To: Crippen, Mark
Subject:

Good Morning

This is Elena Gomez from Hidalgo County Purchasing Dept. and I would like to see if you can assistance me in some quotes for HP L 1908 W-FLAT Panel display –19" widescreen Monitors. One of our Departments need a quantity of 40 Monitors, Can you get me the prices on this item before tomorrow by 5:00 p.m. I would appreciate it. Thank you for your time in this matter.

ELENA GOMEZ

CDW Shopping Cart [Print Friendly]

Page 1 of 1



800.581.4239

Shopping Cart

[Your Saved Carts](#) [Save This Cart](#) [Edit Saved Carts](#) [Send To An Associate](#)
[Save As Bundle](#)

Quantity	Product	CDW#G	Availability	Price	Ext. Price
40	HP Compaq Business Desktop dc7800 - Pentium Dual Core E2180 2 GHz Contract Name: TCPN	1313373	In Stock	\$713.61	\$28,544.40

Click to remove an item from your cart.

Sub-Total \$28,544.40

[Update Cart](#)[Clear Cart](#)[Create Standard Quote](#)[Use Standard Checkout](#)[Create Express Quote](#)[Use Express Checkout](#)

Continue Shopping

Shipping Calc:



Enter a postal code to quickly estimate shipping cost.

QuickCart:



Enter a CDW#G part number to quickly add it to your cart.

Product ID

CDW Part: XXXXXX

Mfg. Part: XXXXXXXXX

UNSPSC: XXXXXXXXX



<javier.chapa@hidalgoso.org>
org>

01/17/2008 09:15 AM

To <javier.chapa@hidalgoso.org>

cc

bcc

Subject: HPDC7800 Quote
t



ONLINE PRICE QUOTATION

Quote Number:	Quote Name:
1516573	HPDC7800
Today's Date:	Quote Created Date:
1/17/2008 9:15:57 AM	1/17/2008 9:15:27 AM
Created By:	Contract:
javier.chapa@hidalgoso.org	TX - TEXAS DIR-SDD-23 (TXDIR)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

items/description	part no	unit price	qty	ext price
■ <u>Genuine</u> Microsoft® Vista Operating System	Base	\$729.00	40	\$29,160.00
■ Intel® Dual-Core E2180				
■ 80GB 1.5" SMART IV HDD				
■ Slim DVD-ROM Optical Drive				
■ 1GB SODIMM DDR2 800MHz (2 DIMM)				
■ HP 1GB Flash Module for Windows ReadyBoost				
■ 80 PLUS Power Supply				
■ Energy Star				
■ HP Total Care Advisor				
■ 2007 Microsoft® Office Ready (60 Day)				
■ Welcome Center SMB Offers				
■ Genuine Microsoft® Vista				

Contract created by: javier.chapala@hiddalgos.org

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

items/description	part no	unit price	qty	ext price
■ <u>Genuine</u> Microsoft® Vista Operating System	Base	\$729.00	40	\$29,160.00
■ Intel® Dual-Core E2180				
■ 80GB 1.5" SMART IV HDD				
■ Slim DVD-ROM Optical Drive				
■ 1GB SODIMM DDR2 800MHz (2 DIMM)				
■ HP 1GB Flash Module for Windows ReadyBoost				
■ 80 PLUS Power Supply				
■ Energy Star				
■ HP Total Care Advisor				
■ 2007 Microsoft® Office Ready (60 Day)				
■ Welcome Center SMB Offers				

- 2007 Microsoft® Office Ready (60 Day)
- Welcome Center SMB Offers
- Genuine Microsoft® Vista Business 32 System Recovery CD

- Genuine Microsoft® XP Pro Recovery CD

HP dc7800 Business Ultra-Slim Desktop RU028UT#A
BA

Genuine Windows Vista® Business 32-bit (note) Included

ENERGY STAR® Enabled Configuration Included

80PLUS Power Supply Included

Intel® Pentium® Dual Core E2180 processor Included

Intel® Q35 chipset integrated Included

1GB SODIMM DDR2 800MHz (2 DIMM) Included

80GB 1.5-inch SMART IV hard drive Included

SlimLine DVD-ROM Drive Included

PS/2 Standard keyboard Included

USB 2-Button Optical Scroll Mouse Included

Vista Business32 System Recover US Included

HP 1GB Flash Module for Windows ReadyBoost Included

2007 Microsoft® Office Ready Included

HP Total Care Advisor Included

Welcome Center SMB Offers Included

3-3-3 warranty USDT Included

SubTotal : \$29,160.0
0

Total : \$29,160.0
0

Estimated Lease Cost: \$922.04

The terms and conditions of the TX - TEXAS DIR-SDD-223 will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:
<http://gemcompaq.com/gemstore/entry.asp?SiteID=12486>

* The estimated lease cost is the monthly payment amount for a lease commencing on or before 2/16/2008 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company. For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* Please contact HP Public Sector Sales with any questions or for additional information:

Hi
K1 80 gh
2 0-8 er
Ed 88- Ed 877-480-4433
uca 32 uc
tion 24 ati
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:
Sta 88 Fe
te 8-2 de
Loc 02- ral 800-727-5472
al 46 G
Go 82 ov
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0-8 et
Fax 25- ur 800-888-3224
: 23 ns
29 :

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo.

AI-7720

14.A.

**2007 Interdepartmental for Indigent Health Care Program (1249)
CC REGULAR**

Date: 02/06/2008

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Indigent Health Care Program (1249)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer within the Indigent Health Care Program (1249) from program 004 to program 003 in the amount of \$144,484.02.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1249-444-00-240-00X-8-8XX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 7-1249-444-00-240-004-8-843 to 7-1249-444-00-240-003-8-899 in the amount of \$107,162.18 & \$37,321.84. Funding available as of 1/30/08.

Attachments

Link: 2007 - Indigent
Health Care (1249)

Link: Payment Attestation -
\$107,162.18

Link: Payment Attestation -
\$37,321.84

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/30/2008 11:49 AM	APRV
2	Manuel Chapa	Manuel Chapa	01/31/2008 09:40 AM	APRV
3	Auditor's Office	Becky Morales	02/01/2008 09:22 AM	APRV
4	Dale Kennan (Originator)	Dale Kennan	02/01/2008 09:30 AM	APRV
5	Purchasing Department	Marty Salazar	02/01/2008 02:32 PM	APRV
6	Court Administrator	Monica Badillo	02/01/2008 02:33 PM	APRV

Form Started By: Dale Kennan

Started On: 01/30/2008 08:57
AM

Final Approval Date: 02/01/2008

2007 Transfer



DEPARTMENT NAME: Department of Budget & Management for
the Indigent Health Care (1249)

SUBJECT: Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
7-1249-444-00-240-004-8-843	UPL FY 2007-2008-AID TO NONGOVT AGENCY	(144,484.02)
7-1249-444-00-240-003-8-899	INDIGENT FY 2007-2008-CONTINGENCY	144,484.02
TOTAL BUDGET INCREASE (DECREASE)		0.00

Transfer from UPL FY 2007-2008-AID TO NONGOVT AGENCY, to INDIGENT FY 2007-2008-CONTINGENCY to cover pending payment in 2007.

DATE _____

ATTEST COUNTY CLERK

**Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation**

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on February 6, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office \$107,162.18
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report \$107,162.18
from the Chassis software. The amount must agree with the total
on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Glenn Sarmiento  1-25-08
Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

**Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation**

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on February 6, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office **(Data Rx)** \$37,321.84
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report \$37,321.84
from the Chassis software. The amount must agree with the total
on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Clayton Saumiento 1/29/08
Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

AI-7729

14.B.

**Rescheduling of Court Meetings
CC REGULAR**

Date: 02/06/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration and action on the re-scheduling of the following Commissioners' Court Meetings:

February 12th meeting to Monday, February 11, 2008

February 19th meeting to Wednesday, February 20, 2008

March 4th meeting to Thursday, March 6, 2008

BACKGROUND

Court members will be out of town;

March 4th is Election Day

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/30/2008 01:37 PM	APRV
2	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Monica Badillo		Started On: 01/30/2008 10:24 AM		
Final Approval Date: 02/01/2008				

AI-7725

14.C.

Settlement Check

CC REGULAR

Date: 02/06/2008
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Discussion and approval to accept settlement check of \$1,045 from American Home Insurance Company for Property damage of Steel Rolling Door (Sheriff Dept).

BACKGROUND

Acct # 7-1100-360-00-000-005-0-000
DOL: 12/16/07

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1100-360-00-000-005-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Settlement in the amount of \$ 1,045.00.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/30/2008 01:22 PM	APRV
2	Erika Reyna	Erika Reyna	01/31/2008 11:34 AM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Aida Alvarez			Started On: 01/30/2008 09:53 AM	
Final Approval Date: 02/01/2008				

AI-7772

14.D.

**2007 Interdepartmental transfer to Various Departments
CC REGULAR**

Date: 02/06/2008

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration (1100) to various accounts within the General Fund in the total amount of \$144,610.87.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: Various Accounts

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Transfer from County Wide Administration to various departments within the General Fund, in the total amount of \$144,610.87, to cover negatives for 2007 and to further fund Public Defense in 07. Available balance is \$336,985.87 as of 2/1/08.

Attachments

Link: Interdepartmental for
2007 Negatives

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan (Originator)	Dale Kennan	02/01/2008 03:52 PM	APRV
2	Budget & Management	Dina Trevino	02/01/2008 03:56 PM	APRV
3	Erika Reyna		02/01/2008 05:22 PM	NEW
Form Started By: Dale Kennan			Started On: 02/01/2008 03:20 PM	
Final Approval Date: 02/01/2008				

Date: February 1, 2008

2007
Transfer



DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for
Various Departments in General Fund (1100)

ACCOUNT NUMBER: 7-1100-4XX-XX-XXX-0XX-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
7-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(144,610.87)
7-1100-412-00-007-001-0-665	370TH DC-MINOR COMPUTER EQUIPMENT	2,075.42
7-1100-412-00-011-001-0-113	449TH DC-PERM F/T EMPLOYEES	29.12
7-1100-412-00-011-001-0-116	449TH DC-INTERPRETER PAY	0.48
7-1100-412-00-026-001-0-608	CCL#6-HSEHLD & INSTITUTIONAL SUPPLIES	54.23
7-1100-412-00-068-001-0-113	JP PCT 4/PL 2-PERM F/T EMPLOYEES	38.81
7-1100-412-00-068-001-0-220	JP PCT 4/PL 2-FICA	2.97
7-1100-412-00-068-001-0-230	JP PCT 4/PL 2-RETIREMENT	3.41
7-1100-412-00-068-001-0-250	JP PCT 4/PL 2-UNEMPLOYMENT COMP	0.19
7-1100-412-00-068-001-0-260	JP PCT 4/PL 2-WORKERS COMP	0.16
7-1100-412-00-068-001-0-581	JP PCT 4/PL 2-TRAVEL IN COUNTY	276.81
7-1100-412-00-069-001-0-113	JP PCT 5/PL 1-PERM F/T EMPLOYEES	10.40
7-1100-412-00-069-001-0-230	JP PCT 5/PL 1-RETIREMENT	2.43
7-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RENTALS	2,002.24
7-1100-412-30-115-016-0-333	PUBLIC DEFENSE-LEGAL & EXPERT WITNESS	139,018.41
7-1100-414-00-130-001-0-431	ELECTIONS DEPT-BLDG R&M SERVICE	59.99
7-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEHICLE RENTALS	507.77
7-1100-415-14-115-001-0-113	DBM-BUDGET DIV-PERM F/T EMPLOYEES	44.48
7-1100-415-14-115-001-0-230	DBM-BUDGET DIV-RETIREMENT	3.91
7-1100-421-00-280-001-0-117	SHERIFF-SUPPLEMENTAL PAY	0.95
7-1100-421-00-280-001-0-230	SHERIFF-RETIREMENT	213.42
7-1100-421-00-291-001-0-605	CONSTABLE PCT.1-CLOTHING & UNIFORMS	0.42
7-1100-421-00-292-001-0-115	CONSTABLE PCT.2-LONGEVITY PAY	0.33
7-1100-421-00-292-001-0-220	CONSTABLE PCT.2-FICA	4.08
7-1100-421-00-292-001-0-230	CONSTABLE PCT.2-RETIREMENT	4.79
7-1100-441-00-340-003-0-411	HEALTH CLINICS-WATER	169.42
7-1100-444-00-115-030-0-622	EASTER SEALS RGV-ELECTRICITY	78.75
7-1100-444-00-370-001-0-220	VETERAN'S SRV-FICA	3.48
7-1100-444-00-370-001-0-230	VETERAN'S SRV-RETIREMENT	4.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer from CO WIDE ADM-CONTINGENCY to various accounts to cover negative balances in 2007 and to further fund Public Defense.

DEPARTMENT HEAD SIGNATURE

/ /

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-7696

15.D.

Cause No.: C-2329-07-C

CC REGULAR

Date: 02/06/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Mario Leal and Adelaida Leal vs. Hidalgo County and Hidalgo County
Precinct 5 Constable Eduardo Bazan in his Individual and Official
Capacities

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/28/2008 04:16 PM	APRV
2	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Norma Silva		Started On: 01/28/2008 01:36 PM		
Final Approval Date: 02/01/2008				

AI-7711

15.E.

Claim of Benny Arfile, Jr.

CC REGULAR

Date: 02/06/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Claim of Benny Arfile, Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/30/2008 08:18 AM	APRV
2	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Norma Silva			Started On: 01/29/2008 02:33 PM	
Final Approval Date: 02/01/2008				

AI-7763

15.F.

**Executive Session: Fred Loya Abatement Application
CC REGULAR**

Date: 02/06/2008

Submitted By: Erika Reyna, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Fred Loya Insurance Company - Tax Abatement.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/01/2008 01:10 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/01/2008 01:26 PM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Erika Reyna
Started On: 01/31/2008 02:29 PM
Final Approval Date: 02/01/2008

AI-7769

15.G.

Closed Session

CC REGULAR

Date: 02/06/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Cause No. C-640-03-A; Hidalgo County vs. Texaco, Inc., a surviving subsidiary or merger between Texaco, Inc. and Chevron USA, Total Fina Elf E & P Inc., Kerr-McGee Oil & Gas Onshore, L.L.P., Shell Western E & P, Inc., El Paso Production Oil & Gas Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/01/2008 02:30 PM	APRV
2	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Monica Badillo			Started On: 02/01/2008 01:58 PM	
Final Approval Date: 02/01/2008				

AI-7697

16.D.

Cause No.: C-2329-07-C

CC REGULAR

Date: 02/06/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Mario Leal and Adelaida Leal vs Hidalgo County and Hidalgo County
Precinct 5 Constable Eduardo Bazan, in his Individual and Official
Capacities

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/28/2008 04:17 PM	APRV
2	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Norma Silva		Started On: 01/28/2008 01:38 PM		
Final Approval Date: 02/01/2008				

AI-7712

16.E.

Claim of Benny Arfile, Jr.

CC REGULAR

Date: 02/06/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Information

CAPTION

Claim of Benny Arfile, Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/30/2008 08:18 AM	APRV
2	Auditor's Office		02/01/2008 05:22 PM	NEW
Form Started By: Norma Silva			Started On: 01/29/2008 02:36 PM	
Final Approval Date: 02/01/2008				

AI-7771

16.F.

**Open Session: Fred Loya Abatement Application
CC REGULAR**

Date: 02/06/2008

Submitted By: Erika Reyna, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Fred Loya Insurance Company - Tax Abatement.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/01/2008 02:29 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/01/2008 02:32 PM	APRV
3	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Erika Reyna
Started On: 02/01/2008 02:12 PM
Final Approval Date: 02/01/2008

AI-7770

16.G.

Open Session

CC REGULAR

Date: 02/06/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Cause No. C-640-03-A; Hidalgo County vs. Texaco, Inc., a surviving subsidiary or merger between Texaco, Inc. and Chevron USA, Total Fina Elf E & P Inc., Kerr-McGee Oil & Gas Onshore, L.L.P., Shell Western E & P, Inc., El Paso Production Oil & Gas Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/01/2008 02:31 PM	APRV
2	Auditor's Office		02/01/2008 05:22 PM	NEW

Form Started By: Monica Badillo

Started On: 02/01/2008 02:00 PM

Final Approval Date: 02/01/2008
